

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
FOR
SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT

THIS AGREEMENT ("Agreement") is made and entered into this ~~27th~~ day of December, 2016, to be effective January 1, 2017, by and between **ARROWHEAD LANDSCAPE SERVICES, INC.**, a Colorado corporation (hereinafter referred to as "Contractor"), whose address is 605 Ulysses Street, Golden, Colorado 80401, telephone number (303) 432-8282, and **SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as "District"). District and Contractor may hereinafter singularly be referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the District is in need of landscape maintenance services at sites located at 8739 W. Coal Mine Avenue and 13398 W. Coal Mine Avenue, Littleton, Colorado; and

WHEREAS, District requested bids for landscape maintenance services at said sites, and Contractor was the lowest responsible bidder; and

WHEREAS, Contractor represents that it has the equipment and personnel capable of performing all necessary landscape maintenance services required by District in a professional and timely manner; and

WHEREAS, the District's Board of Directors ("Board") has decided to award a contract to Contractor to perform the required services upon the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the premises and promises hereinafter set forth, it is mutually agreed as follows:

1. Services to be Performed by Contractor.

(a) Contractor agrees to provide personnel, equipment, and materials to perform landscape maintenance services at 8739 W. Coal Mine Avenue and 13398 W. Coal Mine Avenue (collectively herein referred to as "District Properties") in accordance with the scope and frequency of services described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Services").

Contractor agrees that all landscape maintenance personnel assigned to provide the Services will be appropriately trained to provide such Services, and that all such Services shall be performed with due care and professionalism. Contractor further

agrees to use high quality materials and products and effective techniques in the performance of all Services.

Contractor agrees to perform periodic inspections of the District Properties for the purpose of monitoring Contractor's performance under this Agreement and to provide a supervisory representative to meet with a District representative as needed, at no cost to the District.

2. **Services to be Provided by District.** District agrees to perform the notifications specified in Exhibit A.

District agrees to designate a representative to respond to questions and comments from Contractor, and to convey any questions or concerns that may arise during the term of this Agreement to a representative designated by Contractor.

3. **Compensation.**

(a) For landscape maintenance services designated as "basic maintenance program" services in Exhibit A, District agrees to pay Contractor a monthly fee as specified in Exhibit B attached hereto, not to exceed \$9,600 per year.

For landscape maintenance services in addition to the "basic maintenance program" services, as designated by the terms EXTRA or T & M services in Exhibit B, District agrees to pay Contractor on a time and materials basis in accordance with the price schedule attached hereto as Exhibit B.

Contractor agrees to provide for the District's review and approval, invoices to be received by the District by the 10th day of each month for Services rendered the previous month. District agrees to pay said approved invoices by the last day of the month said invoice is received.

Compensation for Contractor provided by this Agreement is entire and complete and Contractor has not received and will not receive any other compensation fee, commission, or discount in connection with or relating to this Agreement. Contractor warrants that it has not paid or promised to pay any compensation, fee, or commission to anyone in order to obtain this Agreement.

4. **Independent Contractor Status.** In providing the Services described herein, Contractor shall be for all purposes, an independent contractor, and not an employee or agent of the District. The District manager, or his designated representative shall be the District's representative to accept or give any request, approval, notice, or the like, provided for hereunder.

5. **Compliance with the Employment and Tax Laws.** In performing the Services, Contractor shall comply with all applicable employment and tax laws, rules and

regulations, including, but not limited to the Colorado Workers' Compensation Act and all Federal and State tax laws. Because the Contractor will be acting as an independent contractor, District assumes no responsibility for the Contractor's actions.

Contractor is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the Services for the District. Contractor shall provide workers' compensation and unemployment insurance benefits for its employees and/or subcontractors.

Contractor is and shall be solely liable and responsible for any federal and state income tax and withholding taxes, unemployment taxes, FICA taxes and workers' compensation payments and premiums applicable to the Agreement or any Services provided hereunder. Contractor shall indemnify the District for any liability resulting from nonpayment of such taxes and sums. The indemnification provisions of this paragraph 5 shall survive termination of this Agreement.

6. **Compliance with Laws Pertaining to Illegal Immigrants.** Contractor certifies that Contractor shall comply with the provisions of Section 8-17.5-101, *et seq.*, C.R.S. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Contractor represents, warrants and agrees that it: (i) has confirmed or will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program, described in Section 8-17.5-101, C.R.S. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall: (a) 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 (b) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate this Agreement for breach, and Contractor shall be liable for actual damages to the District. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.

7. **Assignment.** Contractor may not assign this Agreement or any right or liability hereunder or enter into any subcontract hereunder or amendment thereto without prior written consent or approval of the District's representative.

8. **Indemnification.** Contractor hereby expressly agrees to defend, indemnify, and hold harmless the District, and the District's directors, officers, agents, employees, and insurers against any and all liability, loss, damage, action, cause of action or expense of whatsoever kind or nature, including but not limited to damage for personal injury, property damage, or financial loss of any kind (including court costs and attorney's fees) arising out of or in any way related to Contractor's performance under this Contract including but not limited to the supplies, equipment and services described on Exhibit "A". The provisions of this Paragraph shall survive the termination of Contract and shall not be construed to negate or abridge any right of indemnification the District has under other provisions of this Agreement or would otherwise have. Contractor shall not be obligated to indemnify or defend the District for any injury or loss which is caused solely by the District's negligence or other wrongful act or omission of the District or its employees.

Notwithstanding the foregoing, the Parties agree that as to each incident or claim ("Claim"), if any, that gives rise to Contractor's obligation to defend and indemnify the District under the foregoing provisions of this paragraph 8, Contractor's duty to defend and indemnify the District shall be limited in scope, liability and obligation, to the covered liabilities, dollar amount of coverage and other terms and conditions of Contractor's commercial general liability insurance as to, and only as to, the amount of each Claim that is in excess of \$150,000. The intent of the Parties is that the Contractor shall indemnify and defend the District as to each Claim up to \$150,000 whether or not the Claim is covered by Contractor's commercial general liability insurance, and as to the amount of each Claim in excess of \$150,000, Contractor's duty to defend and indemnify the District shall be limited in scope, liability, and obligation, to the covered liabilities, dollar amount of coverage and other terms and conditions of Contractor's commercial general liability insurance.

9. **Insurance.** Neither the Contractor nor any subcontractor, agent or employee shall commence any work under this Agreement until the following minimum insurance coverages have been obtained:

(a) **Workers' Compensation and Employer's Liability Insurance**

The Contractor and each subcontractor shall carry workers' compensation and employer's liability insurance to cover liability under the laws of the State of Colorado in connection with the work performed pursuant to this Agreement. A separate policy shall be carried by the Contractor and each subcontractor.

(b) Commercial General Liability Insurance

The Contractor and each subcontractor shall carry commercial general liability insurance which shall include blanket contractual liability. Such insurance shall be in the amounts specified in the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as it may be amended from time to time (currently \$350,000 per person, \$990,000 per occurrence for bodily injury and property damage).

(c) Automobile Insurance

The Contractor and each subcontractor shall carry automobile bodily injury and property damage liability insurance to include owned, non-owned, and hired vehicles, which are utilized in the performance of this Agreement. Such insurance shall be in the amounts specified in the Colorado Governmental Immunity Act, C.R.S., 24-10-101, *et seq.*, as it may be amended from time to time (currently \$350,000 per person, \$990,000 per occurrence for bodily injury and property damage).

The required commercial general liability and automobile policies shall: 1) name the District as an additional insured; 2) provide a cross liability/severability of interest clause; and 3) provide that coverage for the District will not be impaired by the Contractor's failure to comply with any of the terms or conditions of a policy.

The Contractor shall provide certificates of insurance (and renewals thereof), which shall identify the specific Agreement to which it is applicable, in a form acceptable to the District, demonstrating that required coverages have been obtained. The Contractor shall not allow any subcontractor, agent or employee to commence work until appropriate certificates of insurance have been obtained and approved by the District. The certificates of insurance shall certify that relative to the commercial general liability and automobile policies, the District has been named as an additional insured, for coverages only, as to all work performed by the Contractor (or subcontractor, as applicable) pursuant to this Agreement, with no premium payment obligations. The coverages specified in the certificate(s) of insurance shall not be terminated, or reduced, without providing at least thirty (30) days' prior written notice to the District.

10. **Job Site Safety.** The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(a) Employees on the job and other persons who may be affected thereby;

(b) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

11. **No Multi-Fiscal Year Obligation.** No provision of this Agreement shall be construed or interpreted as creating an indebtedness or a multi-fiscal year direct or indirect debt or other financial obligation whatsoever of District within the meaning of any constitutional or statutory debt limitation provision including without limitation, Article XI, Sections 1, 2 and 6, and Article X, Section 20 of the Colorado Constitution. This Agreement shall not directly or indirectly obligate the District to make any payments beyond the funds legally available to it for the then current fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of monies of District nor shall any provision of this Agreement restrict or limit the discretion of the District in the budgeting and appropriation of its funds.

12. **Term.** This Agreement shall commence on January 1, 2017, and shall expire on December 31, 2017 (the “Initial Term”), unless sooner terminated or extended, as provided herein. The Term of this Agreement shall be automatically extended and renewed for two (2) separate and successive periods of one (1) year each (each an “Extension Period”), unless District or Contractor provides the other Party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then existing Term. During any extension of the Term of this Agreement, all terms, covenants and conditions of this Agreement shall be and remain in full force and effect. For purposes of this Agreement, the Initial Term and the Extension Periods (to the extent neither Party delivers a notice of non-renewal) shall, be referred to as the “Term” of the Agreement.

13. **Colorado Governmental Immunity Act.** The Parties hereto understand and agree that the District is relying upon, and has not waived, the monetary limitations of \$350,000 per person, \$990,000 per occurrence and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*

14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.

15. **Non-Exclusive Agreement.** District and Contractor agree that this is not an exclusive Agreement and District may retain other contractors to perform grounds maintenance services at its sole discretion.

16. **Compliance with Bid Statute.** Except for emergencies, nothing contained in this Agreement shall be construed as authorizing the Contractor to perform any work that by law the District may contract for only through the public bid process required under the provisions of Section 32-1-1001 (1)(d)(I), *et seq.*, C.R.S. Further, this Agreement is made under and is conformable to all of the requirements imposed by law upon a special district operating in the State of Colorado, including but not limited to, the Colorado Special District Act, Section 32-1-101, *et seq.*, C.R.S. Insofar as applicable, the Special District Act and any other provision of law pursuant to which the District

operates shall supersede any apparently conflicting provisions otherwise contained in this Agreement.

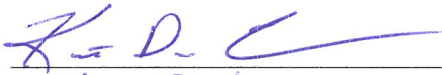
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the District and Contractor and replaces all prior written or oral agreements and understandings. It may be altered, amended or repealed, only by a duly executed written instrument.

18. **Interpretation.** If there is any uncertainty in the interpretation of any provision of this Agreement, all terms and provisions of this Agreement shall be construed by the District or County Court, County of Jefferson, State of Colorado, on the basis that all Parties hereto assisted in the drafting and finalization hereof.

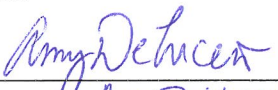
19. **Prior Agreement Superseded.** When executed by both Parties hereto this Agreement shall supersede and take the place of all prior agreements between the Parties and any entity affiliated with Contractor, which prior agreements shall be null and void and of no further force and effect.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and date first written:

**ARROWHEAD LANDSCAPE SERVICES,
INC.,** a Colorado corporation

By: 
Name: Kurt DeLucero
Title: President

Attest:


Name: Amy DeLucero
Title: Controller

**SOUTHWEST METROPOLITAN
WATER AND SANITATION DISTRICT**, a
quasi-municipal corporation and political
subdivision of the State of Colorado

By: *Patrick Fitzgerald*
~~Anthony Dursey, President~~
Patrick Fitzgerald, District Manager

EXHIBIT A

Agreement for Landscape Maintenance Services Grounds Maintenance Services

Basic Program:

Contractor shall maintain the District Properties named in this Agreement in a manner which promotes healthy growing conditions and an attractive appearance. Contractor shall provide the following basic services during the contract execution period only.

I. Basic Lawn Service:

A. Spring Mobilization & Fall Leaf Removal:

1. Contractor shall provide a one-time Spring (April) and a one-time Fall (October) site clean up to remove leaves and other natural debris from turf and bed areas (landscape) not to include hard surfaces (parking lots etc.).

B. Mowing:

1. Contractor agrees to perform weekly cutting on all maintained turf-grass areas within the boundaries specified by the District. Weekly service shall be performed in a timely fashion when interrupted or blocked by adverse weather conditions or any other uncontrollable circumstances.
2. Contractor shall determine cut-height in accordance with seasonal considerations and turf type.
3. Grass collection devices on mowers (i.e. catchers, bags) will be used at the discretion of Contractor (i.e. tight areas).

C. Edging:

1. Contractor shall perform mechanical blade edging on all maintained turf areas existing along sidewalks, drives, curbing or any other surface suitable for edging.

D. Weekly Trimming:

1. Contractor shall perform mechanical string trimming on all maintained turf-areas not accessible to mowers.

E. Leaf Removal:

1. Additional leaf removal after October 31st will be performed in accordance with the PRICE SCHEDULE attached hereto as Exhibit D.

F. Fertilization:

1. Contractor shall fertilize all lawns during the growing season at specific times agreeable to District and contingent upon existing weather conditions.
2. Contractor will determine types/blends of fertilizer to be used based on present soil conditions. Soil testing will be charged to District per the PRICE SCHEDULE attached hereto as Exhibit D. A standard 4:1:1 ratio and 1lb of Nitrogen per 1,000 Sq. Ft. shall be maintained in each application.

G. Turf Weed Control:

1. Broadcast weed control measures(s) for post-emergent weeds shall be performed on all lawns per the PRICE SCHEDULE attached hereto as Exhibit D. Treatment of unusual or hard to control weeds will be considered project work. Weed control shall be performed on a curative, rather than a preventative basis.
2. Contractor shall apply herbicides in a manner prescribed by the manufacturer and shall take steps to safeguard the health and safety of residents, the public and their properties. Contractor shall meet the licensing guidelines set forth by the State of Colorado and Environmental Protection Agency.

H. Grounds Policing:

1. Contractor shall pick-up any trash or debris in landscaped areas.
2. Contractor will not remove foreign objects exceeding six feet (6') in length or fifty (50) pounds in weight. District will be immediately notified if such condition exists and quoted rates for removal and disposal of such.

I. Damage Control:

1. Contractor shall monitor turf areas for signs of disease, fungus, root-growth problems, insect infestations or other undesirable conditions throughout the contract period.

2. Contractor will report detection of such condition immediately. When possible, Contractor will provide District with treatment suggestions and bids for such treatments.

J. Non-Irrigated Growth Sites (Native grasses):

1. Any area not specifically identifiable as maintained and irrigated turf will not be treated as such.
2. Mowing, string trimming or other mechanical operation in such areas will be performed as an extra charge per the PRICE SCHEDULE attached hereto as Exhibit D.

K. Aerating:

1. Contractor shall mechanically core aerate all irrigated turf as outlined in the PRICE SCHEDULE attached hereto as Exhibit D.
2. Contractor shall not pick-up or collect soil plugs resulting from said operation.

II. Basic Tree and Shrub Management:

Contractor shall provide for the care and wellbeing of all trees and shrubs within the scope defined by the following:

A. Physical Appearance:

1. Contractor shall provide general pruning and shaping of all plant stock (i.e. shrubs) as outlined in the PRICE SCHEDULE attached hereto as Exhibit D.
2. Shrubs shall be trimmed and/or shaped as deemed necessary by the Contractor to promote an attractive, healthy physical appearance in accordance with accepted practice established for each plant species. Shrubs with recognizable, pre-existing shape(s) shall be further maintained as such.
3. Perennials shall be deadheaded and cut back as deemed necessary by the Contractor to promote an attractive, healthy physical appearance in accordance with accepted practice established for each plant species.
4. Trees shall only be pruned to prevent interference with pedestrian and vehicle access areas only and is not intended to be either structural or

cosmetic. Contractor will not prune tree branches exceeding 4" in diameter or inaccessible by orchard ladder (10' in height).

B. Tree Rings/Basins:

1. A grass-free area around trees and shrubs planted in turf areas shall be provided by Contractor in order to prevent mechanical damage to said plant stock. Contractor will bill District per Exhibit D on a labor & materials basis for said work.
2. Pre-existing areas of open soil at the base of trees (tree rings) will be kept weed free. Requested replacement or addition of materials in such areas (i.e. Mulch), as well as Contractors time to do so, will be charged to the District.

C. Removal/Replacement:

1. Contractor shall inform District of any plants/trees in a state of decline or distress.
2. District assumes cost associated with removal and or replacement of such plants/trees, unless condition is a result of Contractor negligence.
3. Contractor will provide District with estimates for said removal and/or replacement.

III. Basic Ground Cover Maintenance:

Contractor shall provide for the well-being and physical attractiveness of all landscaped, non-turf areas (i.e. rock gardens, flower beds, shrub beds etc.) as follows:

- A. Hand weeding, trash removal. Chemical control of unwanted vegetation as needed. Every effort to control grass, bindweed etc. growing directly in shrubs and ground cover will be made, however, control of these items is not guaranteed.
- B. Adequately trim and edge ground cover, insuring a pleasing appearance and maintaining growth with specified boundaries.
- C. Addition and or replacement of bedding material by Contractor will be considered project work.

IV. Basic Irrigation System Management:

Contractor accepts responsibility for controlling and maintaining all pre-existing sprinkler systems on said property. Contractor shall perform

sprinkler control and maintenance functions as outlined in the PRICE SCHEDULE attached hereto as Exhibit D and under the following general guidelines:

A. Start-Up and Shut-off:

1. System shall be turned-on and checked for damages in early spring at a time and date agreed upon by both contracting Parties. Repairs on existing damages discovered upon start-up will be billed to the District in accordance with rates outlined in the PRICE SCHEDULE attached hereto as Exhibit D.
2. System shall be shut-down and winterized at the end of the growing season via blowing all pipe, heads, and valves with compressed air.

B. Visual Run-Through Inspection:

1. Contractor shall inspect the sprinkler system during the growing season as outlined in the PRICE SCHEDULE attached hereto as Exhibit D. Contractor shall make repair(s) to any damages resulting from mowers or other Contractor equipment or personnel at that time and at no charge to District. Repairs not associated with Contractor operations will be billed on a time and materials basis as outlined in the PRICE SCHEDULE attached hereto as Exhibit D.
2. System shall be programmed and regularly monitored by Contractor to adequately irrigate and maintain a healthy lawn, while meeting applicable water restriction guidelines.

C. Sprinkler System Repairs/Installations:

1. Sprinkler system repairs will be made immediately upon approval from the District. Contractor will notify the District immediately of any repairs necessary and supply cost estimates to repair said repairs.
2. District will be responsible for any necessary modifications, changes or additions to said system. Contractor shall bill District for said work on a Time & Materials basis as outlined in the PRICE SCHEDULE attached hereto as Exhibit D.

V. Winter Maintenance Program (optional):

Contractor may provide the following services as outlined in the PRICE SCHEDULE attached hereto as Exhibit D during the months of November-March:

- A. Leaf collection and removal as needed during contract term.
- B. Grounds policing (weather permitting) for trash and other debris on District property. Regular checks of all landscape plants for signs of stress, disease, lack of water etc. District will be notified of such conditions and given recommendations for treatment by Contractor.
- C. Contractor will not be responsible for cleanup, removal or disposal of any waste, debris or discarded materials resulting from activity on District property not associated with normal winter weather conditions.

EXHIBIT B

Agreement for Landscape Maintenance Services

GROUND MAINTENANCE PRICE SCHEDULE

Contract Price: \$9600.00 for 8739 W. Coal Mine Ave. and 13398 W. Coal Mine Ave.
Contract execution: March 1st through October 31st
Payments: (12) equal payments of \$800.00 payable January-December of each contracted year *NOTE: we reserve the right to request CPI annual increase for renewals if necessary.*

SERVICE DESCRIPTION

Office Frequency

Pump Station Frequency

Basic Maintenance Program includes the following scope of services:

TURF MAINTENANCE

March – October

Spring Mobilization (Once)	March-April (Once)	March-April
Mowing, Trimming & Policing	Weekly – 27	Weekly – 27
Hand Weeding (including Xeriscape Garden)	Weekly – 27	Weekly – 27
Mechanical Blade Edging	Weekly – 27	Weekly – 27
Fertilization	May, July, September (3 applications)	May, July, September (3 applications)
Apply Pre-emergent Weed Control	Spring (Once)	Spring (Once)
Apply Post-emergent Weed Control		
Broadcast (all lawns) (twice)	Spring & Fall (twice)	Spring & Fall
Spot spray (Roundup) (Continuous)	As needed (Continuous)	As needed
Aerating	Spring (Once)	Spring (Once)
Fall Leaf Removal	October & November	October & November

NATIVE MAINTENANCE:

Native Organic Fertilization September	N/A	April &
Native Broadleaf Weed Control (Three)	N/A	May – October
Native Grass Mow & Trim (T&M)	N/A	Summer

TREE/SHRUB CARE:

Establish New Tree Wells	Spring (T&M)	Spring (T&M)
Maintain Established Tree Wells Summer (Twice)	Spring, Summer (Twice)	Spring,
Shrub Shaping & Shearing (Twice)	Spring, Fall (Twice)	Spring, Fall
Deadheading & Cutting back perennials	April/October (T&M)	April/October

(T&M)	(including Xeriscape Garden)		
	Interference Tree Pruning (under 10")	As requested (T&M)	As requested
(T&M)	Structural Tree Pruning	As requested (T&M)	As requested
(T&M)	Insect Disease Spray	As requested (T&M)	As requested
(T&M)	Install Tree Wrap (under 3" caliper)	October (T&M)	October (T&M)
	Remove Tree Wrap	April (T&M)	April (T&M)
<u>GENERAL LANDSCAPE CARE</u>			
	Treat Fence Lines	Spring (T&M)	Spring (T&M)
	Chemical Weed Control (landscape bed & rock):		
	Apply pre-emergent	Spring (Once)	Spring (Once)
	Apply post-emergent	Summer (Twice)	Summer (Twice)
	Walks, drives, parking lot		
	Cracks	Summer (T&M)	Summer (T&M)
	Replace Mulch Groundcover	As requested (T&M)	As requested
(T&M)			
<u>IRRIGATION SYSTEM MAINTENANCE:</u>			
	Active/Level	Spring (Once)	Spring (Once)
	Shut-Down Winterize	Fall (Once)	Fall (Once)
	Run-Through Inspect /Adjust	Bi-weekly (April-October)	Bi-weekly (April - October)
<u>WINTER PROGRAM</u>		<u>November - March</u>	
	Leaf Removal	As Needed (T&M)	As Needed
(T&M)	Policing/Trash Removal	As Needed (T&M)	As Needed
(T&M)	Winter Watering	As Requested (T&M)	As Requested
(T&M)	Dormant Season		
	Thinning/Pruning	As Needed (T&M)	As Needed
(T&M)			

NON-BASIC MAINTENANCE PROGRAM RATES

Working Hours & labor Rates

Contractors normal working hours are eight (8) a.m. to five (5) p.m. Monday through Friday. The following labor rates apply to normal working hours for services not covered by this Agreement.

Irrigation service	Technician:	\$ 58.00
General labor	Supervisor	\$ 58.00
	Laborer	\$ 42.00

The following labor rates apply to other than normal working hours (after hours) for services not covered by this Agreement.

After Hours Calls **Labor** \$ 90.00 **(one hour minimum)**

Applicable to all calls received after 5:00 PM and before 8:00 AM weekdays and any time on weekends and Holidays. These calls should only be made to prevent damage to persons or property, or to stop continuously running water.

The following rates apply to requested services charged on Time & Material basis:

Leaf Removal includes	Labor & Materials	\$ 48.00	/per hour
			Hauling
	Materials		Dump Fees
Protective Tree Wrap	Labor Only	\$ 58.00	/per hour
	Materials	Market Price	+ 20%
Weed Control (herbicide application):			
Non-turf areas, lawns	Labor Only	\$ 95.00	/per hour
And tree wells	Materials	Market Price	+ 20%
Native Grass Cutting and Trimming	Mower and Trimmer	\$ 62.00	/per hour
Winter watering (root injection)	Labor & Materials	\$ 75.00	/per hour
Bedding Plants (color annuals)	Labor & Materials	Bid Pricing	
Additional Fall Aeration	Labor & Materials	\$ 125.00	/per event