



BENT GRASS METROPOLITAN DISTRICT

Regular Board Meeting
Tuesday, March 4, 2025– 10:30 AM
119 North Wahsatch Ave
Colorado Springs, CO 80903,
or

Please join my meeting from your computer, tablet or smartphone.

<https://video.cloudoffice.avaya.com/join/425501245>

You can also dial in using your phone.

United States: +1 (213) 463-4500

Access Code: 425-501-245

Board of Director	Title	Term
Randle W Case II	President	May 2025
Bryan T Long	Vice-President/ Secretary	May 2027
Stephanie Pierce	Treasurer	May 2025
Lena Gail Case	Director	May 2025
Erin Ganaway	Director	May 2027

AGENDA

1. Call to Order/Introductions
2. Approval of Agenda
3. Approval of the Minutes from Board Meeting on February 11, 2025 (see attached)
4. Public Comment (For items not on the Agenda)
5. Board President Report
6. Management Report
7. Legal Matters
8. Development Updates
9. Financial Report
 - a. Consider approval of unaudited Financial statements dated February 28, 2025 (under separate cover)
 - b. Ratify approval of payables through March 4, 2025 (see attached)
10. Old Business
 - a. Review 2025 Landscape Contract Bids (see attached)
 - b. Bond Refinance Update and Action (if needed)
 - c. Election Update and Action (if needed)
11. New Business
12. Confirm and Set Next Meeting
 - a. Scheduled for April 1, 2025 at 10:30 AM

13. Adjournment



**MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
BENT GRASS METROPOLITAN DISTRICT
HELD FEBRUARY 11, 2025, AT 10:30 AM**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Bent Grass Metropolitan District was held on Tuesday, February 11, 2025, at 10:30 a.m., via electronic means and telephone conference call: <https://video.cloudoffice.avaya.com/join/425501245>

Attendance

In attendance were Directors:

Randle Case II, President
Bryan Long, Vice President/Secretary
Stephanie Pierce, Treasurer
Lena Gail Case, Director
Erin Ganaway, Director

Also in attendance were:

Rebecca Harris, WSDM
Adam Noel, WSDM
Peter Susemihl, Susemihl, McDermott, and Downie
Laci Knowles, D.A. Davidson & Co.
Andrew Wheeler, D.A. Davidson & Co.
Ryan Case
Ron Waldthausen, Land First Inc.
Stephen Lazarowitz, Resident

1. Call to Order/Introductions: President Case II called the meeting to order at 10:36 a.m. and confirmed a quorum was present.
2. Approval of Agenda: President Case recommended to move “New Business (d)” to the beginning of the meeting after public comment and for “New Business (b)” to be changed to Landscape Bid Discussion. Director Long moved to approve the Agenda as amended, seconded by Director Lena Gail Case. Motion passed unanimously.
3. Approval of the Minutes from Board Meeting on January 22, 2025: After discussion, Director Long moved to approve Minutes from the board meeting on January 22, 2025 as presented, seconded by Director Lena Gail Case. Motion passed unanimously.
4. Public Comment: There was no public comment.
5. (Amended) D.A. Davidson Bond Refinance Discussion: Laci Knowles presented the current bond status of the District and gave the District an update on the potential bond refinance for 2025. After further discussion, Director Case moved to approve D.A. Davidson to prepare a team and send out a package to launch the bond refinance transaction as discussed in the presentation, seconded by Director Ganaway. Motion passed unanimously.
6. Board President Report: President Case II advised of no update beyond agenda items that would be addressed later in the meeting.
7. Management Report: Mr. Noel reported on the successful outcome of the community meeting held on the evening of February 6th. Homeowners came forward to Mr. Noel and announced their interest in

being on the covenant committee non-profit. After discussion, Director Ganaway moved to appoint residents Kirsten Bahr, Sarah Cleaveland, and Julian Fierro to the Covenant Committee as well as the Design Review Committee, seconded by Director Long. Motion passed with Director Pierce abstaining.

8. Legal Matters:

- a. Legal Counsel Review: There was no discussion.
- b. HB 24-1267 and Impartial Decision Makers: Mr. Susemihl provided the Board legal direction as to HB 24-1267 in that WSDM District Managers being unrelated to the compensation and has no direct benefit from the fines as indicated in the complaint raised by a homeowner.

9. Development Updates: Mr. Waldthausen announced to the Board that he is increasing the price of his remaining two lots and there is a new sign going up South of the 7-11 where the Dunkin' Donuts will be. President Case II gave an update on the development around the King Soopers and the Goodwill Store that is breaking ground. There is also a new Murphy Express going in to the North of the King Soopers Gas station.

10. Financial Report:

- a. Consider approval of unaudited Financial statements dated January 31, 2025: Mr. Noel presented the unaudited Financial statements dated January 31, 2025 and advised on the status of the checking account and what the money may be allocated to. Mr. Noel will receive further clarification on the interest that has been paid on the DeYoung Debt as presented in the financials and request Sue Gonzales with WSDM to add an interest item for the Land First, Inc. debt. After discussion, Director Peirce moved to approve the unaudited financial statements dated January 31, 2025 as amended and presented; motion was seconded by Director Lena Gail Case. Motion passed unanimously.
- b. Ratify approval of payables through February 11, 2025: Mr. Noel announced that there were no additional payables to review after the January 22, 2025 special meeting.

11. Old Business:

- a. Community Meeting/FAQ: Mr. Noel discussed the community meeting that was held on February 6th, and President Case II discussed the presentation he gave regarding the development of the Bent Grass Community in its entirety to provide clarification for the homeowners that were in attendance.
- b. (Amended) Landscape Bid Discussion: Mr. Noel announced that WSDM reached out to 4 landscapers in the area to be included in the bidding process for the 2025 landscaping contract. After discussion, the Board directed Mr. Noel and WSDM to reach out to additional landscapers for bids to be reviewed at the next regular board meeting.
- c. Reimbursement Review Continued: President Case II discussed the open reimbursements for the District to include the DeYoung Reimbursement, Land First Inc. Reimbursement, and potential storm water improvements in the subdivision and Bent Grass Meadows Drive repairs.

11. New Business: President Case II gave the District an update on the 2025 District Election this year.

12. Confirm and Set Next Meeting:

- a. The board scheduled the next regular Board Meeting to be held on March 4th, 2025 at 10:30 a.m.

13. Adjournment: Meeting was adjourned at 11:49 a.m.



Bent Grass Metropolitan District PAYMENT REQUEST

2/14/2025

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
Randle Case II	21125RC	2/11/2025	\$ 100.00	
Bryan Long	21125BL	2/11/2025	\$ 100.00	
Stephanie Pierce	21125SP	2/11/2025	\$ 100.00	
Lena Gail Case	21125LGC	2/11/2025	\$ 100.00	
Erin Ganaway	21125EG	2/11/2025	\$ 100.00	
Susemihl, McDermott & Downie, P.C	36873	1/31/2025	\$ 1,806.25	
Weisburg Landscaping	58625	1/27/2025	\$ 190.00	Snow Removal
Weisburg Landscaping	58794	1/31/2025	\$ 190.00	Snow Removal
Weisburg Landscaping	58924	2/6/2025	\$ 1,020.00	Snow Removal
Woodmen Hills Metro District	13125	1/31/2025	\$ 57.38	
WSDM District Managers	606	1/31/2025	\$ 5,092.97	
TOTAL			\$ 8,856.60	

DEBT SERVICE FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
UMB - Bent Grass Metro District	21025	2/10/2025	\$ 5,968.34	Jan Pledged Revenue
TOTAL			\$ 5,968.34	

\$14,824.94

Bent Grass Metropolitan District

Herring Bank Before Payables	\$ 146,689.39
Payables for this month	-\$14,824.94
Herring Bank after Payables	\$ 131,864.45



BENT GRASS METROPOLITAN DISTRICT

2025 LANDSCAPE PROPOSAL OVERVIEW

1. Weisburg Landscape Maintenance (Current Landscaper): **\$12,600**
twelve-month contract
2. Fisk Lawnsapes: **\$13,788** twelve-month contract
3. Landscape Endeavors, Inc: **\$15,940.10** ten-month contract
4. Land Tech: **\$19,500** twelve-month contract
5. Timberline Landscaping: **\$28,253.22** twelve-month contract



Weisburg Landscape Maintenance

4450 Mark Dabling Blvd
Colorado Springs, CO 80907

Landscape Maintenance Agreement

December 10, 2024

**all pricing will be valid for 90 days after this date*

Submitted To: Walker Schooler District Managers
Atten: Adam Noel
614 N Tejon St
Colorado Springs, CO 80903

Customer: Bent Grass Metro District-Landscape 2025
11690 Avena
Peyton, CO 80831

General Provisions

1. **Contract Term:** Contract duration shall be from January 1, 2025 through December 31, 2025. This contract will automatically renew on a month to month basis at the end of this term unless either party gives notice of termination -- per Section 5 of Terms & Conditions of this agreement.
2. **Definitions:** For purposes of this agreement Weisburg Group, Inc. dba Weisburg Landscape Maintenance will be referred to as "Contractor". Owner, Customer or and duly authorized representative thereof will be referred to as "Customer".
3. **Scope of Work:** This contract provides for the maintenance and care of all exterior landscaped areas, but specifically excludes paved areas, lights, signs and fences. Contractor shall furnish all labor, materials, equipment, supervision and transportation required to perform maintenance services in accordance with the requirements herein specified. Work not included in the Base Contract Price shall be done on a time and material basis at current rates of labor, material and equipment. Labor is billed at a one hour minimum and rounded to the nearest quarter hour. After hours & emergency calls will be billed at a two hour minimum. Tasks outside of this contract other than the irrigation provision will need approval. Current labor rates for extra work:
- Gen Labor: \$58.50/hr, Irr Tech: \$80/hr, Irr Electric/Valve Troubleshoot: \$95/hr (incl diagnostic tools)
4. **Insurance:** Contractor shall carry complete and adequate worker's compensation, automobile, and public liability insurance in the amount of not less than \$2,000,000.00. Contractor shall furnish Customer with insurance certificates upon request.
5. **Damages:** Contractor will be responsible for any damages to the grounds, systems, homes, and existing landscaping or other property caused by his work force, while engaged in the performance of the duties outlined by this contract. The cost of these repairs will be borne by the Contractor. However, Contractor is not responsible for any conditions prior to the date of this agreement nor any continual wear and tear, nor acts of third parties.
6. **Acts of God:** Contractor assumes no responsibility for and shall not be held responsible by the Customer for damages due to conditions beyond the Contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; heavy rain; and previous Contractor's neglect or improper practices.
7. **Personnel:** All work shall be performed by trained and properly supervised personnel in accordance with accepted horticultural practices. Contractor's employees will dress and conduct themselves in an appropriate manner at all times. Contractor will provide employees with personal protective equipment including, but not limited to: safety goggles, hearing protection, respirator and protective clothing.
8. **Licenses and Permits:** Contractor will obtain and pay for all licenses and permits required by Federal, State and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits include, but are not limited to: business, commercial pesticide applicator, and plumbing. However, property specific permits (e.g. building department permits, special watering permits, etc.) will be obtained at the expense of the Customer.
9. **Weather Permitting:** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.
10. **Authority:** Contractor will receive and respond to directives only from the Customer's duly authorized representative and/or the Customer's specifically authorized members of the Board of Directors and/or the Landscape Committee.
11. **Drainage Note:** Customer understands that irrigation runoff, major irrigation leaks, heavy rains/hail, clogged gutter systems and neutral/negative foundation grades may lead to drainage system failure and water damage to basements, crawlspaces and structures. Contractor assumes no liability for drain system failure or water damage unless expressly agreed upon in writing.

Mow, Trim and Blow - Native*Included Frequency 9*

- Contract mowing fees are based on 9 (every 3 weeks) mowing visits during the growing season.
- Frequency of mowing may vary in the spring and fall, due to seasonal weather conditions and growth rate of turf. If the growing season happens to be unusually long and additional mowing visits are needed, then Contractor will charge for additional mowing.
- Contractor reserves the right to not mow areas that he feels would be unsafe to mow due to, but not limited to, the following reasons; areas in use at the time of mowing by large groups of residents or children, areas excessively wet due to improper drainage, areas with large concentration of pet droppings, or areas under construction.
- The Contractor will determine mowing height. Direction of cut will be changed periodically (if possible) to prevent mower rutting. Blades on all equipment shall be sharp to prevent tearing of the grass blades.
- Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. If excessive clippings exist after mowing, Contractor will take corrective action to prevent turf-matting & clumps.
- Lawn mowers will be equipped with safety guards to prevent throwing of stones or other objects.
- To prevent mower and/or trimmer damage to trees and shrubs planted in turf areas, each tree or shrub ought to be protected by a plastic guard. Contractor will gladly install tree guards for a nominal charge. Contractor assumes no liability for damage to trees and shrubs not properly protected.
- Contractor will use special care when mowing work around downspouts, and will repair any accidental downspout damage promptly.
- All lawn areas inaccessible to mowing equipment will be maintained by string trimmer to maintain proper turf height and a neat, well-groomed appearance. All trees, fences, fire hydrants, buildings, signs, etc. will be trimmed around each mowing service with a string trimmer.
- Where practical, Contractor will use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeat use of string trimmers.
- After mowing operations are completed, all grass clippings will be blown and/or removed from paved surfaces adjacent to turf areas to provide a neat clean appearance. Blowing of other paved surfaces can be requested at an additional fee.

Weeds, Trash & Detailing*Included Frequency 9*

- **GROUNDS POLICING DURING THE GROWING SEASON:** Includes the 2 detention ponds.
 - Contractor will police all landscape areas in conjunction with mowing operations for loose trash and debris. Policing does not include the clean up of drives and parking lots unless specified in this contract.
 - Contractor will return any loose rocks or mulch lying in turf or paved areas one time per year at no extra charge. However, the cleanup of debris due to vandalism, dumping, uncovered trash containers, acts of God (rain, snow, wind or hail storms) will be billed at an extra charge.
 - Excessive amounts of fruit that has fallen from trees prior to fall clean-up season will be picked-up for an extra charge.
 - Excessive amount of pet droppings, cigarette butts and styrofoam popcorn will be picked up at an extra charge.
 - Parking lot sweeping and the removal of trash in window wells can be requested and will be performed at an extra charge.
 - Any large weeds not affected by monthly herbicide treatments will be hand-pulled. Contractor will also make an effort to hand-weed stubborn grasses and bindweed growing directly in shrubs and ground cover.
- **WEED CONTROL IN BEDS & PAVEMENT CRACKS:**
 - Once a month, April through September, Contractor will spot treat all rock beds, mulch beds, pavement cracks and the perimeter of all foundations for weeds with a post-emergent non-selective herbicide to help keep the off-lawn areas substantially free of weeds.
 - Extra care will be taken when applying herbicides to avoid damage to desirable plants within beds.
 - Pricing for this service is included in the itemized price for Weeds, Trash & Detailing Service.
 - If the depth of mulch in landscape beds drops below two inches, then there may be a weed control or hand-weeding surcharge due to increased weed levels.

Native Detention Pond Mowing - 2x*Included Frequency 2*

- Both areas will be mowed 2 times per year. If the basins are too saturated we will not mow those.

Spring Leaf Clean-Up*Included Frequency 1*

- Contractor will perform a general spring clean-up in early Spring to remove plant debris and trash that accumulates over winter or that remains from the previous Fall.
- Despite being a thorough service, insignificant amounts of debris may remain on landscape after Spring clean-up.

Fall Leaf Clean-Up*Included Frequency 2*

- Contractor shall be responsible for gathering and removing autumn leaves and pine needles from maintained turf, landscape beds and paved areas.
- Only those areas having a heavy concentration of leaves will be subject to removal.
- Fall leaf clean-up will be completed in two visits:
 - The first fall leaf clean-up will be initiated when at least 50% of the tree leaves (average of all trees on property) have dropped
 - The first fall clean-up is considered a rough clean-up that focuses mainly on removing the bulk of leaves from turf and paved areas, not beds.
 - The second fall clean-up will be performed when 100% of the leaves have fallen from all trees. Additional fall leaf clean-ups will be billed as an extra fee.

Native Turf Fertilization - Irrigated*Included Frequency 2*

- Contractor will follow the turf fertility program listed below using quality & balanced granular fertilizers.
- Iron fertilizer formulations will not be used to eliminate the possibility of iron stains on sidewalks and patios.
- Only irrigated turf areas will be fertilized.
- Turf fertility program includes the following:
 - Spring Season Long 36-0-6 at 4.2lbs per 1000 sq.ft.
 - Fall 46-0-0 at 1.2 lbs. per 1000 sq.ft. - Extra service to ensure lawns are green throughout the whole year.

Turf Pesticide Applications - Irrigated *Included Frequency 3*

- All chemical applications will be done under the direction of a Qualified Supervisor as defined by the Colorado Department of Agriculture with strict compliance to all Federal, State and local laws.
- Material Safety Data Sheets (MSDS) will be carried and supplied by the applicator by request.
- Broadleaf Weeds:
 - Contractor will blanket spray all turf areas for the control of broadleaf weeds in May and October.
 - Contractor will spot spray all turf areas for the control of broadleaf weeds in July.
 - Broadleaf weed control in turf is handled on a curative basis, rather than a preventative basis.
- Other Pest Problems:
 - During the month of June, Contractor will inspect all turf areas for insect or disease symptoms and will notify Customer if treatment plans are needed.
 - Pesticide applications for insects or diseases would be performed outside the parameters of this contract.

Pre-Em Weed Control - Rocks *Included Frequency 1*

- Contractor will treat specified rock areas with a pre-emergent weed control product in March or April.

Monthly Weed Control *Included Frequency 6*

- Contractor will treat specified rock areas with a post-emergent weed control product one timer per month.

Spring Pruning - Grasses & Plants *Included Frequency 1*

- In early Spring, Contractor will deadhead ornamental grasses, blue mist spirea, russian sage, butterfly bushes, and other perennials & shrubs that flower on current season's wood.

Late-Season Pruning Shrubs *Included Frequency 1*

- This pruning service is basically the same as the mid-summer shrub pruning service, but it will be performed in September or October.
- If appropriate to the site, some of this pruning will be performed in conjunction with Fall Clean-up.
- Fall rejuvenation pruning which involves pruning shrubs completely to the ground would be performed outside the parameters of this contract. This service is recommended on multi-stem shrubs every few years to eliminate deadwood and counteract the effects of shearing.

Irrigation Activation *Included Frequency 1*

- Contractor will activate the irrigation system in between March 15 and April 15 unless cold weather conditions make it impossible to do so. • At the time of activation, all necessary repairs will be made (or promptly scheduled) to make the system operational.
- After system is activated, Contractor shall not be held liable for any property damages caused by malfunctions of the irrigation system including, but not limited to: stuck valves, pressurized mainline breaks, missing heads, etc.
- Contractor will not be held liable for plant or turf death due municipal watering restrictions.

Monthly Irrigation Checks *Included Frequency 6*

- After system is operating, Contractor will perform a comprehensive performance check of each sprinkler zone on a Monthly basis to ensure:
 - Controllers and valves are operating properly.
 - Visible leaks are detected.
 - Sprinkler heads are performing properly.
 - Controller programs are up-to-date.
- IRRIGATION REPAIRS - Repairs will be done on a time and material basis - adjusting spray patterns and cleaning nozzles is done at no charge.
 - When extensive repairs are needed Customer will be kept informed of repair work being performed.
 - Correcting tilted, sunken and raised sprinkler heads is considered extra work and will be performed as needed.
 - Valve box maintenance: when needed Contractor will remove turf overgrowth around all visible valve boxes for an extra fee.
 - All single repair work orders that exceed \$500.00 will require approval from the Landscape Committee or Authorized Agent.
 - Contractor uses an industry-standard remote control when performing inspections which saves time and money. Customer agrees to pay for the cost of the pigtail adapter needed for each irrigation controller.
 - Contractor is responsible for damages to sprinkler system by mowing operations. However, Contractor shall not be liable for damages to irrigation equipment (valve boxes, sprinkler heads, drip lines, etc.) that is improperly positioned or installed above grade. These items constitute a mowing hazard and will be corrected as needed to ensure safety.

Water Scheduling *Included Frequency 6*

- Contractor shall exercise reasonably conservative irrigation scheduling.
- Seasonal adjustments will be made with regular irrigation inspections.
- All turf zones will be programmed to water on a cycle/soak schedule to minimize water run-off.
- Contractor recommends that rain & freeze sensors be installed on all irrigation timers to help interrupt scheduled watering during significant rain and when temperatures drop below 32 degrees Fahrenheit.
- Upon request, Contractor will teach an on-site representative how to manually interrupt scheduled watering, but Contractor shall not be liable for any damages or losses when the irrigation controllers are adjusted or turned off by parties other than Contractor's employees.
- Customer will be charged for the cost of developing irrigation site maps & master schedule spreadsheets.

Irrigation Winterization *Included Frequency 1*

- Contractor will winterize the irrigation system by use of compressed air at the appropriate time as determined by the Contractor, between October 15 and November 15.
- Contractor shall be responsible for any damage to the irrigation system from failure to blow out the system in a timely manner.
- Backflow security cages are recommended to guard against thieves especially in the winter months – call Contractor to request an estimate.

Backflow Insulation *Included Frequency 1*

- To help prevent expensive freeze damage, Contractor will temporarily insulate backflow(s) with a encapsulated insulation wrap in the spring & fall.

Winter Grounds Policing *Included Frequency 6*

- Contractor is responsible for Monthly winter policing of the grounds for loose trash, debris or pet droppings (weather permitting). Removal of pet droppings will be performed at an extra charge. Also the trash cans will be emptied weekly and re-bagged (HOA will supply trash bags).

Management Quality Control *Included Frequency 7*

- At least one time per month during the growing season, a WLM manager will walk the property to perform a quality inspection of all work.

Terms & Conditions

1. Assignment. Neither party may assign this contract without the written consent of the other party.
2. Scheduling. All work scheduling shall be at the discretion of the Contractor as to time, day, month, etc. Contracted items will be given priority over time and material, or extra work, in order to remain on established schedules.
3. Delay. The Contractor shall not be held liable for delays in completion of contracted items due to, but not limited to: acts of God; acts of Customer; weather conditions; acts of public utilities; or any other unforeseen items beyond the reasonable control of the Contractor.
4. Modifications. The scope of work, technical specifications, pricing, terms and conditions herein are all considered part of this agreement and shall constitute the entire agreement between contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
5. Termination. Either party may terminate this agreement by sending written notice to the other party by certified mail at the respective address herein stated. Notice is to be given at least 30 days prior to effective date of termination. Full payment from Customer to Contractor shall be obligated for services performed and material provided through the date of termination. In the event of pre-payment of services not performed or materials not provided, refund will be due from Contractor to Customer. Contractor and Customer agree that services performed and materials provided during the growing season is proportionally greater than during the winter months. A final settlement conference will be mutually scheduled no later than 15 days after the termination date, and all payments due to or from both parties will be payable within 15 days of the settlement conference.
6. Notices. All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed as follows:

Contractor's Address for Notifications:	Customer's Address for Notifications:
Weisburg Group, Inc.	_____
4450 Mark Dabling Blvd.	_____
Colorado Springs, CO 80907	_____
7. Arbitration. The Contractor reserves the right to an arbitration hearing with the Client, and a non partisan third party on questionable damages.
8. Attorney Fees. If any party hereto brings suit or action against the other for relief declaratory or otherwise, arising out of this agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sums as the Court may judge to be a reasonable attorney's fee.
9. Payment Schedule. All payments shall be made within 30 days of invoice date. Payments shall be made payable to Weisburg Group, Inc.. Extras will be billed at time and materials rates as outline in this agreement. Contract pricing is based on the current market costs for materials and consumables. Since the duration of this agreement is relatively long, Contractor reserves the right to apply surcharges to invoices if market costs of materials or consumables increase by more than 10%.
10. Payment Terms. Payment for invoiced services is expected within 30 days of invoice date. Customer shall pay a finance charge of 1.5% per month (18% per year) will be charged on all past due amounts. If payment for services rendered is delinquent by 60 days or more, Contractor has the option of suspending services until the account is made current.
11. Execution. This agreement supersedes all previous agreements and any verbal commitments made before date of this agreement. By signing below, Customer acknowledges, understands and agrees to the general provisions, work specifications, pricing and terms & conditions herein. Contractor is hereby authorized to do work as specified in this agreement. Payment will be made in accordance with this agreement. If work is done on behalf of a corporation, the undersigned person personally guarantees payment for such corporation.

Base Contract Price:	\$12,600.00
12 monthly payments of:	\$1,050.00

By: _____		Accepted: _____
Weisburg Landscape Maintenance	Date	Bent Grass Metro District-Landscape 2025 Date



February 20, 2025



Cover Letter

Philip Wagner
Maintenance Division Manager
719-369-9518 | philip@fisklawnsapes.com
Fisk Lawns Apes
7135 Templeton Gap Road
Colorado Springs, CO 80923

Dear Bent Grass Metro District,

Thank you for the opportunity to bid on maintaining your landscape. I can tell based on my walkthrough that the community needs an eye for detail and a knowledgeable contractor. A well-maintained landscape beautifies and elevates the perception of whatever is around it, and it would be our honor to create and maintain beauty for you.

The vendor that you choose needs to represent you well, perform with excellence, and come in on time and on budget. You want someone easy to get along with and a long-term partner. As a landscape contractor, we realize how hard it is to do all this well. Based on my walkthrough, it sounds like detail oriented, and communication are key points for the community and have been a topic of concern and we'd love to change that for the better. This is one of the aspects that we excel at most.

We at Fisk Lawns Apes have high standards. We don't hire just anyone and think that you shouldn't either. Our core values and code of conduct aren't just lines on our website – we build intentional culture through them at Fisk Lawns Apes.

After 23 years in the landscape industry in Colorado Springs, we have the knowledge, equipment, and manpower to partner with you in maintaining your property. We are excited at the chance to take on this challenge and look forward to partnering with you for many years to come

A handwritten signature in black ink, appearing to read 'Philip Wagner', is written over a horizontal line.

Philip Wagner, CDA Qualified Supervisor

OUR MISSION:

Fisk Lawscapes seeks to craft and maintain premier landscapes as we create more beauty in everyday life. We serve our customers with excellence, we treat our team as family, and we inspire our community with integrity.

CODE OF CONDUCT:

- We commit to you that we will do the best job possible.
- We are professionals in all we say and do; there is no swearing, smoking, drinking, or misconduct.
- We aim for perfection. Without exception we stay on the job until you're completely satisfied. If we make mistakes, we will make it right even if it means re-doing something.
- We keep the worksite as clean as possible during the job and thoroughly clean up after the job is complete.

Organizational Background, History & Project Approach



BBB Rating: A+



Organization Background, History, & Project Approach

Fisk Lawnsapes was formed as an LLC in 2002 but started much before that. As a young teenager, Ben Fisk (Owner) would roll around a push mower and weed-wacker throughout his neighborhood, gaining accounts and then riding his bike over to the bank to deposit his weekly accrual. As he continued to grow, he saw there was an opportunity in the landscape industry for something different than the typical landscape company. There can be a perception of the landscape industry of a rougher going crowd, who may smoke or drink on the jobsite – just think of the lack of trust that would develop with a customer. Ben cared about every customer he had and decided to grow the company further.

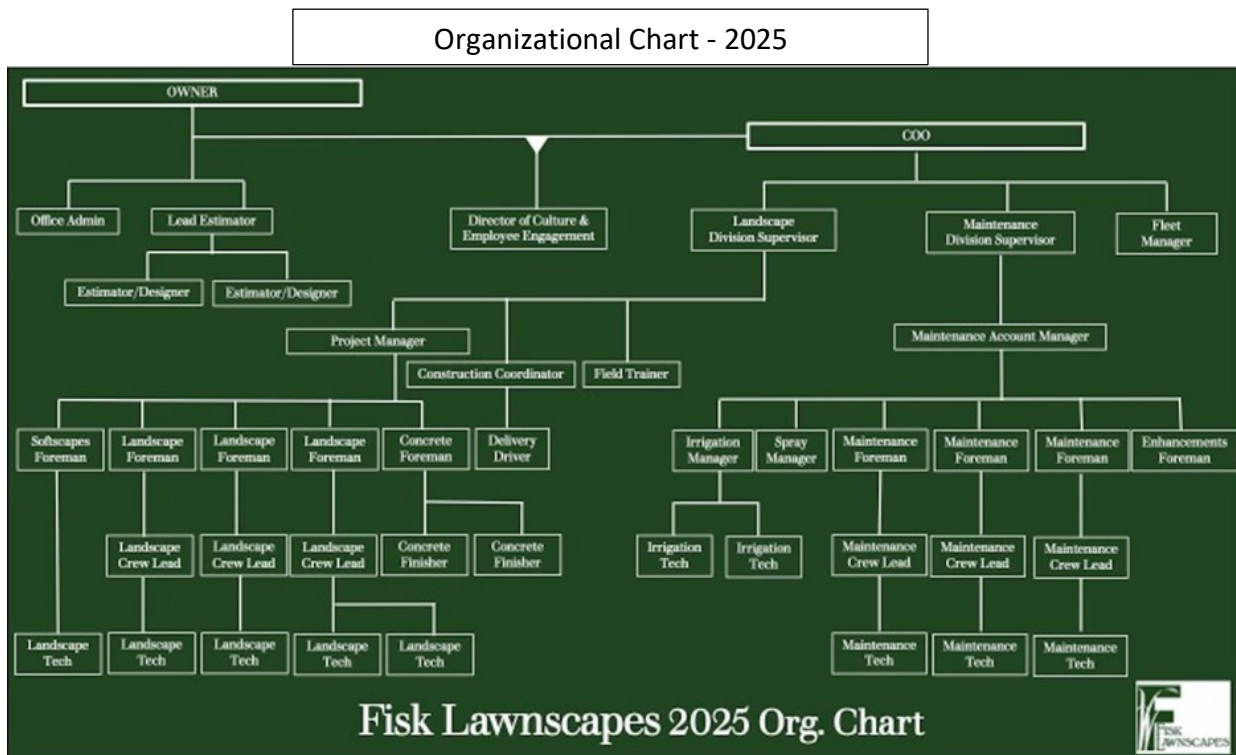
Landscape installation projects rolled around soon after, and then a snow removal division was added in 2007. One crew turned into two crews, which turned into four. Along the way, account managers were added, an in-house CDA Qualified Supervisor for pesticide applications, an in-house mechanic, irrigation specialists, and more. Certifications and memberships through ALCC, NALP, and SIMA furthered the professional growth of Fisk Lawnsapes.

Fisk Lawnsapes has approximately 30 full-time employees, and 25 seasonal employees.

This project will currently be overseen by our Maintenance Division Manager, Philip Wagner and Commercial Account Manager, Matthew Flores, and implemented by one of our commercial maintenance crews. Each crew consists of a foreman and 2-3+ other team members to complete the work each week. Pesticide applications will be performed by our Spray Manager and irrigation work completed by our lead irrigation tech.

Account Manager, Matt Flores will be responsible for overseeing daily operations and maintenance. This includes managing the team to ensure all tasks are performed to the highest standards. Additionally, coordinating with clients, providing regular updates, handling any requests or concerns, and ensuring all work is completed on schedule. Matt is reliable for maintaining a high level of customer satisfaction, budgeting, and ensuring compliance with any safety standards. With 14 years of industry experience, Matt brings a wealth of knowledge and will apply this expertise to ensure efficient and quality service.

Frequent site walks and streamlined communication between Account Manager and crews ensures our quality control. Monthly Account Manager site walks, quality control & job cost meetings every 3 weeks to discuss quality control, improvements on site, and evaluating actual vs. estimated hours on site. This all starts with our hiring & training processes. We are specific and intentional in the character of people that we hire and ensure that they are a culture fit. Recently we promoted one of our Foreman into a Field Trainer position. His sole focus is to train field employees, both new and seasoned. Benefits of this include higher safety standards, more efficiency, and overall higher quality. Foremen and up are required to receive a certification or license to continue to grow their professional development.



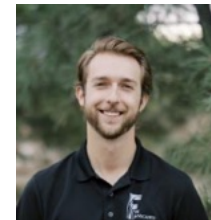
Key Personnel

Who will be doing the work? – Quick Bios

Division Manager/Business Developer: Philip Wagner

Years in Industry: 9

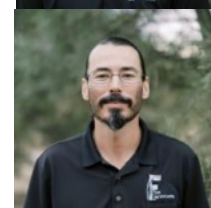
Qualified Supervisor – Colorado Dept. of Agriculture



Account Manager: Matt Flores

Years in Industry: 14

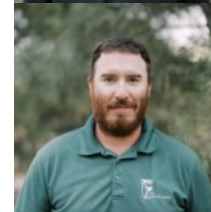
Landscape Industry Certified – Maintenance & Turf



Lead Irrigation Tech: Sean Nagle

Years in Industry: 9

CIC, CLIA, CIT – Irrigation Association



Spray Manager: Jose Sandoval
 Years in Industry: 13
 Qualified Supervisor – Colorado Dept. of Agriculture



Foreman: Joey Callan
 Years in Industry: 4
 Principles of Turfgrass Management - NALP



2025 Schedule

Bent Grass Metro District Landscape Maintenance Schedule													
Task	Quantity	January	February	March	April	May	June	July	August	September	October	November	December
Active Mowing + Pocket Parks	5						■	■	■	■	■		
Retention Pond Native Mowing	2							■			■		
Emergency	1				■				■			■	
Field Maintenance	5				■	■	■	■	■	■	■	■	
Pocket Park Native Weed Control	2					■	■	■	■	■	■	■	
Property Detailing	24					■	■	■	■	■	■	■	■
Mowing - Grasses & Shrubs	2				■		■						
Spring Cleanup	1				■								
Soil Cleanup	2					■					■	■	
Site Inspections & Walkthroughs	5					■	■	■	■	■	■	■	
Irrigation Startup	1					■							
Irrigation Check	5					■	■	■	■	■	■	■	
Irrigation Winterization	1										■		
Winter Detailing	20	■	■	■	■	■	■	■	■	■	■	■	■

Schedule may shift due to weather or other instances

Past Performance/Relevant Experience

References

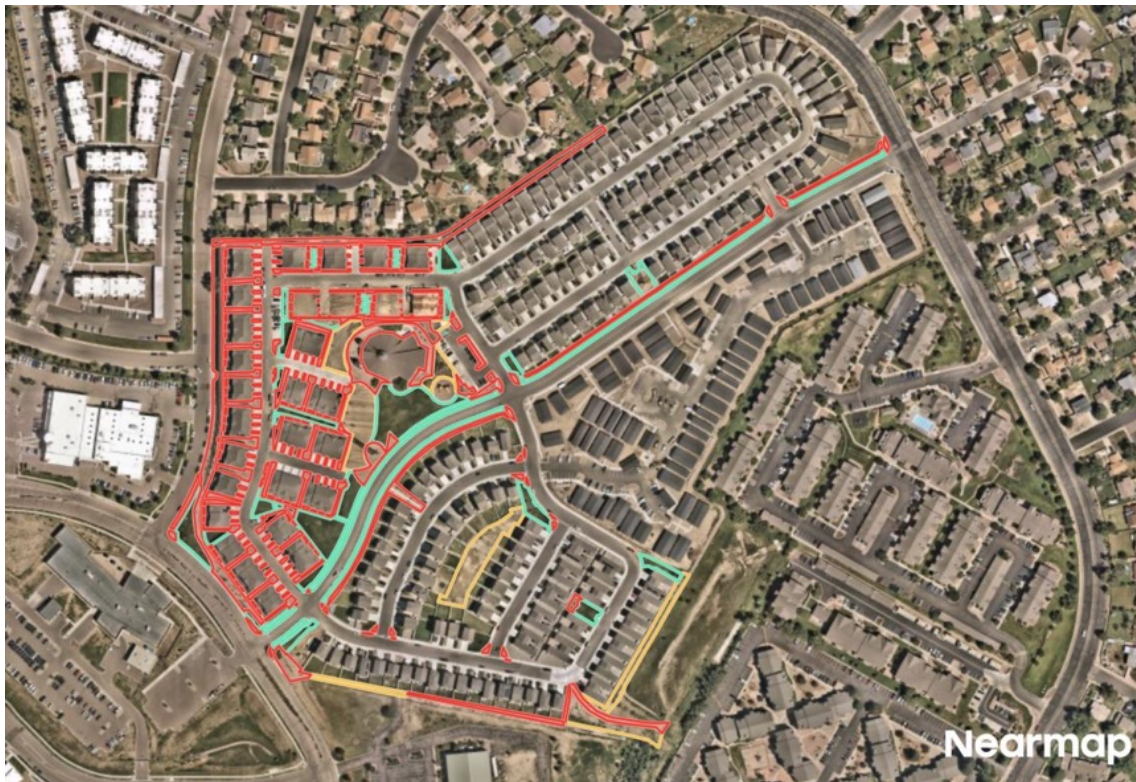
Chapel Heights Metro District

Project Cost: \$35k+/year Project Location: 4320 Jericho Loop Colorado Springs, CO 80916

Korben Heim | korben.heim@claconnect.com | (719) 284-7242

Chapel Heights Metro District is a community near Fountain Blvd and Academy Blvd. It is a mixture of turfgrass, rock/mulch, and native with interspersed plantings throughout. It is a new development with full construction completed in October of 2024. This has resulted in regular site walks and updates between us, board members, the developers, and managing agency to ensure the proper transition of the landscape. Upon one of our walks, we identified multiple plant issues that were a result of improper install in which the developers warranted the plant material as opposed to full replacement cost. Most critically we pointed out improper irrigation nozzles, spray heads, and spacing which was causing plants, turf and native to not properly establish.

Recently, we proactively provided Chapel Heights MD with comprehensive budget numbers well ahead of their contract renewal. This facilitated smooth and efficient board meetings, ensuring everything was well-prepared. We are excited to continue our partnership with Chapel Heights and look forward to working together well into the future.



Pikes Peak Library District

Project Cost: \$55k+/year Property Acreage: 1-10 Project Location: Multiple Locations

Michael Brantner // Dean Whitman | mbrantner@ppld.org // dwhiteman@ppld.org

We've overseen five locations for the Pikes Peak Library District since spring of 2021. Prior to us there had been multiple landscape contractors in and out year after year, and supposedly we have had the longest tenure on-site in recent memory. Sorting out irrigation issues has been a key piece for getting East Library and 21C back into a quality landscape. Most recently, a good part of our relationship has been regular communication, both with the supervisor and each branch contact. Our mow crew checks in with each branch for every service which allows us to make sure we touch up anything additional that the facilities manager may have noticed.

Recently in the spring and summer of 2023, we performed a turf to native conversion at Library 21C. The primary aim of this conversion was to promote sustainability, reduce maintenance and water costs, and serve as an example of the beauty and viability of a well-maintained native, low water use landscape. Colorado Springs Utilities provided rebates for both irrigation and native conversions. Over an acre of Kentucky Bluegrass was transformed into several varieties of native grass. We are proud of how the libraries have improved in appearance since we have taken them over. Furthermore, we love serving public areas that we and our kids enjoy on a regular basis. We have a successful relationship and look forward to helping PPLD reach their landscape goals, partnering to provide the best landscape that their budget will allow.



Compassion International

Project Cost: \$67,000/year Property Acreage: 36 Project Location: 12290 Voyager Pkwy

Norman McKay | nmckay@us.ci.org | 719-368-9108

We have maintained the landscape at Compassion International since 2021, originally signing a 3-year contract. This past August they renewed for another 3-year contract. In the past 3-4 years, we have not had a significant price increase and have been able to stay on time and on budget. It is a 36-acre property with approximately 2.7 acres of turf, 7.4 acres of native, and 3.4 acres of mulch/rock beds. There are numerous mature trees on site as well as thousands of shrub plantings. We provide full-service maintenance on everything from cleanups, to irrigation, turf management, pesticide/herbicide applications, fertilization, new landscape installs, shrub care, and more.

Working hand in hand with Norman and Compassion as a non-profit organization allows us to form a long-term partnership centered around high-quality work and well thought out multiyear plans to help the non-profit budget well. The roughly 7.4 acres of well-maintained native is a crucial aspect of their building. Multiple walking trails zig zag the west and south of the property which are used by both employees and the surrounding neighborhoods. Consistent maintenance through both mowing & weed control applications are a must. The expectation and our execution of the native is one that is well-maintained and “manicured” as much as native can be. Each May, Compassion hosts an Air Force Academy event for the graduating class and ensuing flyover with their perfect view and location outlooking the front range and Air Force Academy. This event brings eyes and attention to Compassion in the early part of the growing season where the event is held throughout the west side native areas. This high-profile event celebrating the graduating class and watching the Air Force Academy Thunderbirds puts our team to the test early in the season but allows both our team, Compassion employees, and anyone else that visits the site to enjoy our hard work and comfortably watch the spectacle of the Thunderbirds.





Bent Grass MD

**BENT GRASS METROPOLITAN DISTRICT
BENT GRASS MEADOWS DRIVE
, COLORADO 80831**

Sales: Philip Wagner
Bent Grass Metropolitan District
Bent Grass Meadows Drive Colorado 80831

Est ID: EST2966461 2025

Date: Feb-17-2025



Fisk Lawns LLC, DBA Fisk Lawns Apes, herein Fisk Lawns Apes, proposes to furnish all labor, materials, transportation, equipment, and supervisions necessary to maintain the landscaping and provide ground maintenance for the above named property, in accordance with the following contract specifications and terms:

Article 1

1. Base Contract Price. Total cost of services in Base Contract: **\$13,788.00** and will be billed at **\$1,149.00 per month**. Services provided outside of the Base Contract Price will be billed in addition to the monthly cost.

2. Contract Term. The term of this contract is for **12 months** and will commence on **April 1, 2025** and continue through **March 31, 2026**. This contract will automatically renew on a month to month basis at the end of this term unless either party gives notice of termination -- per Section 3.7 of Terms & Conditions.

3. Billing. Fisk Lawns Apes bills at the beginning of each month for the services performed that month. Terms are **net 15**. If customer/owner balance is more than 15 days past due customer agrees that Fisk Lawns Apes is excused from any

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further services until full payment is made. Customer shall pay a finance charge of 3% per month on all past due amounts.

CONTRACT SERVICES

Native Mowing + Pocket Parks

All native areas including pocket parks will be mowed **five (5) times** during the growing season.

Detention Pond Native Mowing

Detention ponds will be mowed **two (2) times** during the growing season.

Pre-Emergent

A pre-emergent herbicide will be applied to rock, bark, and mulch beds in early spring to minimize weed growth on property.

Bed Maintenance

Bed Maintenance will be implemented through sustainable practices, looking to use the least toxic methods available first.

Weed Control

- Small weeds, including those in concrete and asphalt cracks, will be addressed **once a month** throughout the growing season.
- Monitoring and spot treatment will be completed as necessary using least toxic methods (cultural, physical, mechanical, and biological controls). If weeds heavily infest an area, herbicide controls will be used to help mitigate bed damage
- Off-lawn areas will be kept substantially free of weeds, though customer recognizes that completely weed-free beds is not possible
- Where mulch depth decrease below 2", weeds will be more present due to limited barrier. FL will gladly install mulch for an additional charge.

All pesticide applications shall be completed under the direction of a Qualified Supervisor as defined by the Colorado Department of Agriculture with strict compliance to all Federal, State, and local laws. Flags will be put down before each application to let customer know what was applied.

Pocket Park Native Weed Control

Native Maintenance will be implemented through sustainable practices, looking to use the least toxic methods available first. Creating favorable conditions for preferred native species over weed competitors, supporting beneficial soil organisms, aggressive cultural practices, and minimal use of chemical herbicides

CONTRACT SERVICES

will be used to create sustainable turf health.

Pocket Park Native Weed Control

- **Two (2) applications** of broadleaf herbicides will be applied to pocket park native areas
- Monitoring and spot treatment will be completed as necessary using least toxic methods (cultural, physical, mechanical, and biological controls). If weeds heavily infest an area, herbicide controls will be used to help mitigate native damage
- Customer recognizes that as part of a healthy native ecosystem, some weeds may be present in turf that will be under the threshold level for action

All pesticide applications shall be completed under the direction of a Qualified Supervisor as defined by the Colorado Department of Agriculture with strict compliance to all Federal, State, and local laws. Flags will be put down before each application to let customer know what was applied.

Property Detailing

Property detailing will occur weekly throughout the growing season and includes:

- Mow Crew will police landscape areas for obvious trash and debris.
- Large weeds not affected by monthly herbicide treatments will be hand-pulled
- Cleanup of debris due to vandalism, dumping, uncovered trash containers, acts of God (rain, snow, wind, or hail storms) will be billed at an extra charge. Additional items may be requested for removal.
- Excessive amounts of fruit/pine needles or cones/leaves fallen from trees prior to fall cleanup, pet droppings, cigarette butts, and other debris will be picked-up for an additional charge.
- FL will return loose rocks and mulch back to proper beds once for no charge (typically during the spring cleanup), and throughout the year for an extra charge.

Pruning - Grasses and Shrubs

Pruning of shubbery will be executed to maintain a well-manicured appearance. Pruning guidelines are as follows:

In Winter/Early Spring (January - March), Ornamental Grasses and Common Perennials will be cut back to approximately 6" from the base. Other summer-blooming shrubs may be pruned at this time (thinning and natural shaping) for plant health and longevity.

In mid-summer (End of June - Early August), shrubs will be pruned, primarily focused on new growth and shaping. If additional growth or touchup is desired after the mid-summer pruning, it can be accomplished for an additional cost.

- Shearing is not recommended for most shrubs (including junipers) as it causes excess growth on the outside, and the shrub starts to die from the interior.
- FL will strive to create reasonably uniform shapes and heights, maintain natural plant growth habits, and preserve the effect intended by the landscape architect. Although the majority of clippings will be removed, a reasonable amount will be left to decompose in beds.
- Shrubs that require significant size or height reduction each year are most likely not appropriate for the space. Dead plants, and those in a state of decline, shall be brought to the attention of the Customer. FL can remove or replace these plants for an additional charge.
- FL will not be held liable for damage to objects that are hidden from plain view by plant growth

CONTRACT SERVICES

during pruning operations (e.g. wires, cables, personal property, or non-target vegetation).

Spring Cleanup

Spring clean-up will commence in March (weather permitting) to prepare the grounds for standard growing season maintenance. Despite being a thorough service, insignificant amounts of debris may remain on landscape after Spring Cleanup. Spring tasks include:

- Blow out any residual fallen leaves from beds and out of plants. Remove excess leaves and debris from landscape and haul off-site
- Scrape or vacuum landscape material in curbs - haul off-site
- Shovel fallen rocks back into rock beds
- Mulch flipping can be done for an extra charge. This will improve the look, extend mulch life, and help prevent mold and mildew growth.

Fall Cleanup

Roughly two visits will be conducted for fall clean-up.

- The first visit will begin when approximately 50% of tree leaves throughout the property have dropped. This is considered a rough cleanup, and will focus on removing the bulk of leaves from turf and paved areas, not beds.
- The second visit will commence when 100% of the leaves have fallen. Where possible, leaves will be mowed into lawn to provide nitrogen and natural mulch to help protect it over winter. Remove excess leaves and debris from landscape and haul off-site.
- Further cleanups will be performed for an extra charge.
- Storm cleanup is not included in this contract, but may be requested on a time and materials basis pursuant to the schedule of fees in section 3.12 below.
- Tree wrap can be applied or removed for an extra charge.

Site Inspection & Walkthroughs

A Fisk Lawnsapes manager will walk the property for a monthly quality inspection of work performed.

Irrigation Startup

Sprinkler system will be activated in the spring when weather conditions permit.

- At the time of activation, all necessary repairs will be made (or promptly scheduled) to make the system operational. After system is activated, FL shall not be held liable for any property damages caused by malfunctions of the irrigation system including but not limited to stuck valves, pressurized mainline breaks, missing heads, etc.
 - At time of activation, typically the most issues are found with an irrigation system, and repair bill may be higher than typical.
- FL shall exercise reasonably conservative irrigation scheduling and seasonal adjustments will be made with regular irrigation inspections, complying with city and state water restrictions.
- Customer will be charged for the cost of developing irrigation site maps and master schedule

CONTRACT SERVICES

spreadsheets.

Irrigation Check

Monitoring. Sprinkler system will be visually spot checked weekly and monitored monthly.

- Monitoring includes clock setting, coverage inspection, and sprinkler head adjustments and/or cleaning. FL will comply and implement city water restrictions as needed.
- Drip lines will be scheduled to run during daylight hours to more easily detect irrigation problems. Due to the subsurface nature of drip irrigation equipment, it is very difficult and time consuming to detect leaks and clogs.
- Annual drip inspection will be performed to include the following:
 - Drip valve functioning via remote control - filter cleaned out and valve leaks ruled out
 - Flow detected in at least 3 points along each drip lateral
 - Walk drip area attempting to detect leaks
 - Inspect soil moisture around random plants to ensure correct amount of water is being applied
 - The burying of visible drip lines will be performed upon request on a time and materials basis.

Sprinkler Repairs. Minor repairs above ground such as head and nozzle adjustments are included in the contract price.

- Major repairs such as clock replacement/repair, backflow replacement/repair, head replacement, valve and wiring repairs and underground line breaks will be repaired as necessary on a time and material basis pursuant to the schedule of fees provided in section 3.12 below.
- Customer will be kept informed of repair work being completed. All single repair work orders that exceed \$1,000.00 will require approval prior to work being done.
- FL will use best judgement in sprinkler repairs to comply with city water restrictions as needed.
- FL uses an industry standard remote control when performing inspections which saves time and money. Customer agrees to pay for the cost of the pigtail adapter as needed for each irrigation controller.
- FL is responsible for damages to sprinkler system by mowing operations. However, FL shall not be held liable for damages to irrigation equipment (valve boxes, sprinkler heads, drip lines, etc.) that are improperly installed above ground and constitute a mowing hazard. These items will be corrected as needed to ensure safety.

Emergency Service Call. In the case of an emergency irrigation issue to be serviced after hours (6pm - 6:30am Monday – Friday and anytime Saturday or Sunday) or on holidays, services will be billed pursuant to the schedule of fees provided in section 3.12 below and will be billed at 'double time.'

Irrigation Winterization

Sprinkler system will be "winterized" (drained and blown out with compressed air) once in the late fall. If unexpected irrigation issues are encountered during the winterization, they will be billed on a time and materials basis pursuant to the schedule of fees in section 3.12 below. Backflow security cages are recommended to guard against thieves especially in winter months -- call FL to request an estimate.

Winter Detailing

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Elbert, Colorado
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CONTRACT SERVICES

Properties will be detailed **weekly** throughout the winter season and includes:

- Crew will police landscape areas for obvious trash and debris.
- Cleanup of debris due to vandalism, dumping, uncovered trash containers, acts of God (rain, snow, wind, or hail storms) will be billed at an extra charge. Additional items may be requested for removal.

SubTotal (All Contract Services)	\$13,788.00
Taxes	\$0.00
Total (All Contract Services)	\$13,788.00

The total price of all seasonal services is \$13,788.00 collected in 12 payments of \$1,149.00 per payment (\$1,149.00 after tax).

Extra Services	Billing Type	OK?
Tree Pruning	Per Hour/Unit	<input type="checkbox"/>
<ul style="list-style-type: none"> • Trees will be pruned once per season to remove low hanging nuisance limbs that interfere with maintenance operations only. • Removing broken, diseased, and damaged branches will be completed mid-summer on a time and materials basis. • No pruning will take place above 10 ft in height. • Suckers, shoots growing from the base of deciduous trees, will be routinely pruned during growing season. Suckers will be cut to ground level. • Tree stakes can be removed from new trees for an additional charge. 		

Item Name	Rate	Unit
Maintenance Foreman	\$70.00	per Hours

SPECIAL PROVISIONS

3.1 Workmanship. Fisk Lawnsapes (herein "FL") assures that all services as more fully set forth in section 2.0 Scope of Work, above, will be performed in a workmanlike manner by qualified, professional personnel. All employees will be courteous and presentable at all times. All FL employees adhere to *Our Code*, which is listed at the end of this document.

3.2 Materials. Materials used by FL will comply to bid specifications.

3.3 Licenses. FL will secure and pay for all permits, fees and licenses required by the State of Colorado to perform the

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work specified herein.

3.4 Defects. Any and all defects in the services performed by FL will be replaced and/or repaired within forty-eight (48) hours.

3.5 Property Damage. Customer agrees Fisk Lawnsapes shall not be responsible for an act of God: any act outside of and beyond Fisk Lawnsapes control. This includes but is not limited to: flood, fire, drought, tornado, blizzard, hail, previous contractor's neglect or improper practices. Fisk Lawnsapes shall not be responsible for other possible delays outside of Fisk Lawnsapes control; this includes but is not limited to strikes, labor disputes, delivery of materials to suppliers, and delivery of materials to worksite. Fisk Lawnsapes is not responsible for any conditions prior to this agreement nor any continual wear and tear, nor acts of third parties. The parties further agree that Fisk Lawnsapes shall not be liable for any damage or deterioration, which occurs as a result of any water, or other restrictions, imposed by any public entity.

3.5.1 Planted Material. Customer agrees that it will not hold Fisk Lawns LLC, DBA Fisk Lawnsapes, liable for any negative or adverse conditions of turf, plants, trees, or exterior conditions that pre-exist the inception of this agreement, and customer further agrees that it will not hold Fisk Lawnsapes liable for any negative or adverse conditions of turf, plants, trees, or exterior conditions which occur after the inception of this agreement which are not attributable to the direct neglect of Fisk Lawnsapes.

3.5.2 Additional Damages. Customer agrees to indemnify and hold harmless Fisk Lawnsapes for injury, accident, damage, or claims on persons or property resulting from the work or activity of Fisk Lawnsapes except in cases of clear and gross negligence on the part of Fisk Lawnsapes. The customer hereby assumes all responsibility for any damage that may occur to their property, above ground or below, including but not limited to concrete/asphalt sidewalk, street, curb, or driveway, stucco, siding, fencing, landscaping sprinkler systems, and other underground services as a result of maintenance, snow, or any other services performed and/or materials delivered, except in cases of gross negligence or direct neglect.

3.5.3 Independent Contractors. Nothing contained in this agreement shall be deemed to constitute the relationship between the customer and Fisk Lawnsapes as that of partners or joint venturers, nor principal and agent, or employer and employee. The customer and Fisk Lawnsapes expressly agree their relationship is that of independent contractors.

3.6 Insurance. FL shall be covered by all insurance required by the State of Colorado, including Worker's Compensation Insurance, Automobile Liability Insurance and Comprehensive General Liability Insurance at its own expense. All Certificates of Insurance will be furnished to the Property Manager.

3.7 Termination. Either party may terminate this contract by giving thirty (30) days notice, in writing, to the other party at the respective addresses stated herein. In the event of termination by either party, a final invoice will be issued reflecting the prorated balance for services performed and materials provided. This value may not correspond to a proration based on calendar days. Full payment becomes due and payable on or before the date of termination.

3.8 Modification or Amendment. This agreement constitutes the entire understanding between Fisk Lawnsapes and Owner and no modification, amendment, re-negotiation or other alteration to the terms of this contract shall be of any force or effect unless mutually agreed upon by the parties and placed in writing.

3.9 Arbitration. Unless otherwise stipulated, the parties to this contract agree that any and all claims, disputes and matters in question arising out of, or relating to, this contract which cannot be resolved between the parties shall be decided by binding arbitration in accordance with the rules of the American Arbitration Association then in effect.

3.10 Attorney Fees. FL shall be entitled to recover reasonable attorney's fees, cost, charges, and expenses expended in collection of outstanding debts owed to FL or resulting from other necessary institution or suit or arbitration demand to enforce any of the provisions hereof or to protect its interest in any matter arising under this contract.

3.11 Withdrawal. This proposal may be withdrawn by FL if not accepted within thirty (30) days.

3.12 Special Work Orders. Special work orders for anything other than services listed shall be billed on an hourly basis (one hour minimums) according to the schedule of fees.

Sprinkler Repair/Specialized Labor:

Irrigation Technician \$100 (plus materials)

General Labor:

Laborer \$70 (plus materials)



BBB Rating: A+



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Estimate authorized by: _____

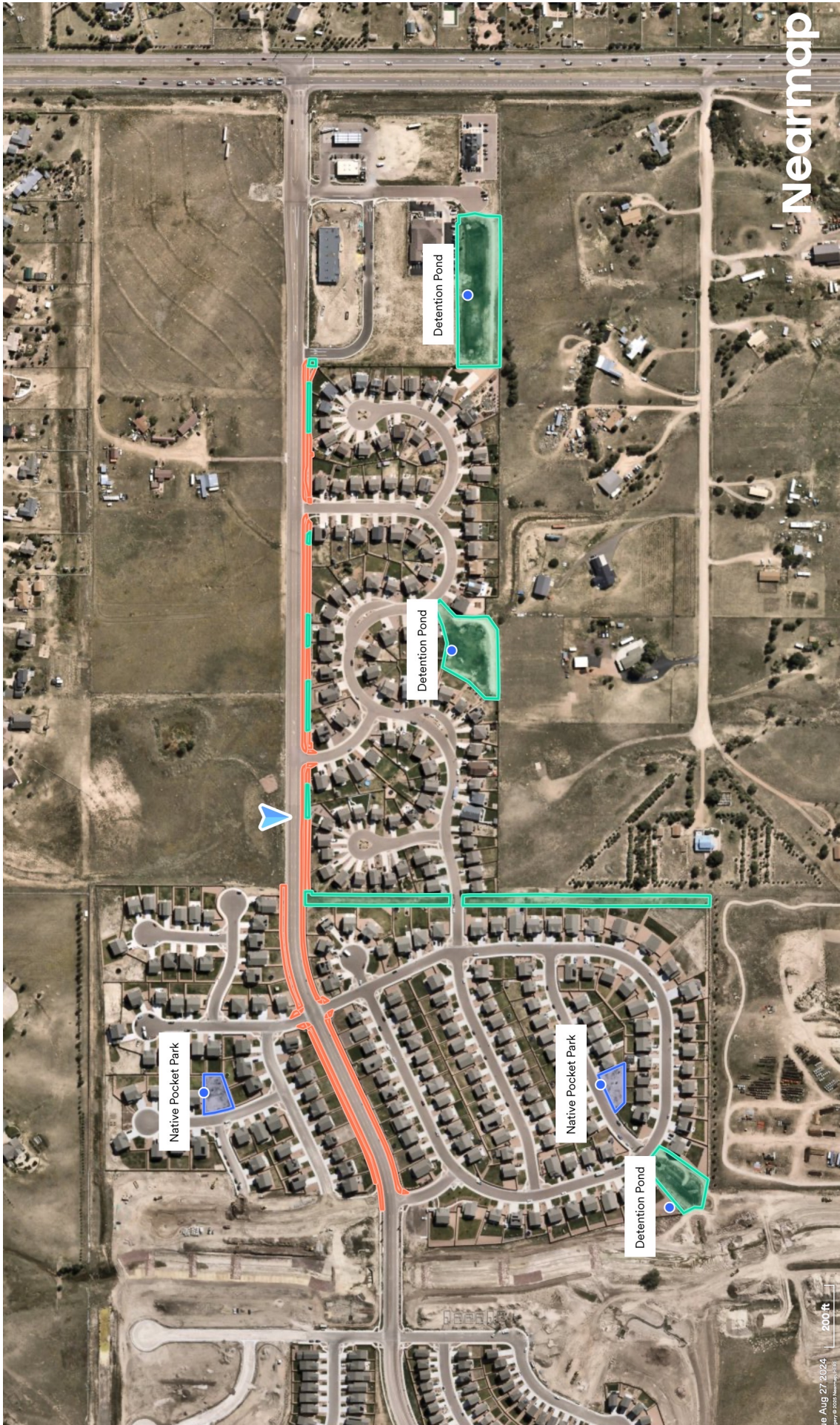
Philip Wagner

Estimate approved by: _____

Signature Date: _____

02/20/2025

Signature Date: _____







February 13, 2025

2025 CONTRACT PROPOSAL

Contract No. - 2355

BENT GRASS METROPOLITAN DISTRICT
WSDM DISTRICT MANAGERS

This is an agreement between Landscape Endeavors, Inc., 7755 Gary Watson Point, Colorado Springs, CO 80915, and WSDM District Managers ("Client"), Attn: Adam Noel, 614 N. Tejon St., Colorado Springs, CO 80903.

This Landscape Maintenance Agreement (hereinafter referred to as the "Agreement") is entered into the 02-13-2025 by and between **Customer** (hereinafter referred to as the "Client") and **Landscape Endeavors, Inc.** (hereinafter referred to as the "Contractor"), for site-specific landscape maintenance services.

I. DEFINITION

The term, "Client", where used in this Agreement shall mean the responsible or duly authorized representative of Client for the Premises. "Term" where used in this document is the period during which this Agreement shall remain in effect unless terminated according to the provisions of this Agreement.

II. CONTRACT TERM

The terms of this Agreement shall be for a period commencing on 03-01-2025 and expiring on 12-31-2025. Upon mutual agreement between Client and Contractor, Client shall have the option to renew this Agreement for an additional period, with the same terms and conditions as the Contract Term.

III. GENERAL REQUIREMENTS

- A. The Contractor shall furnish all labor, materials, and equipment to perform landscape management operations in accordance with the requirements herein specified.
- B. The Contractor will perform its services in a good and workmanlike manner consistent with reasonable industry standards.
- C. Complete cooperation between the Client and Contractor shall be required regarding this Agreement.
- D. The Contractor shall be solely responsible for any damages caused by its workforce while performing the requirements of this specification herein. The Contractor shall provide labor and materials for the repair or replacement of these damages.
- E. The Contractor reserves the right to an arbitration hearing with the Client, and a non-partisan third party on questionable damages.
- F. The Contractor will hold the Client harmless for all costs\ incurred or associated with liens of whatever type that may attach to the Premises as a result of the Contractor's failure to pay all sums due or claimed for materials, labor, or services associated with this Agreement.
- G. If any party hereto brings suit or action against the other for relief declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sums as the Court may judge to be a reasonable attorney's fee.

GENERAL MAINTENANCE

Mowing - Turf Areas

All sod areas to be mowed on a weekly basis at an approximate height of three (3) to four (4) inches during the active growing season (April through October).

Grass clippings will be mulched and excessive clumps will be distributed or gathered and removed from the premises. Grass clippings will be swept or blown from walks, porches, and curbs.

The Contractor reserves the right to postpone service until the next visit. Any area(s) deemed unsafe due to conditions such as:

- Excessive water
- Areas with large concentrations of pet droppings
- Areas under construction
- Areas in use at the time of mowing by residents, children, or special groups

Trimming

All turf areas will be trimmed by mechanical means as necessary so as to present a well-groomed appearance

Edging

Concrete walks adjacent to turf areas are to be edged during the growing season with a steel-bladed edger.

Chemical Weed Control

The Contractor shall provide a complete chemical program for the control of weeds. The Client understands that “weed free” is not a reasonable expectation. The program shall provide preventative control where required, as well as curative chemical control. The Contractor shall be selective in the chemical controls used as to insure against an improper application that may cause further damage to turf, trees, or shrubs. The Contractor shall provide flagging for the safety of the user public, residents, and their properties. The Contractor shall be responsible for meeting all Colorado State and Environmental Protection Agency (EPA) licensing requirements. Commercial applicators are licensed by the Colorado Department of Agriculture on-selective herbicides including but not limited to “Round-Up” will be applied as necessary to sidewalk cracks, curb lines, and mulch beds. Paved area weed control will be coordinated and approved with the Client, and billed at the hourly rates as outlined in Exhibit “A” attached hereto.

NATIVE GRASS MOW

Native area maintenance includes litter pick-up, mowing, and weed control. Additional requested services shall be performed upon approval from the Client at the agreed hourly rate.

Native Area Fertilization is not included as a part of this Agreement. Native areas shall receive fertilization approval from the Client at the add on per occurrence rate on the proposal.

PRE-EMERGANT PLANTER BEDS MAINTENANCE

One (1) pre-emergent application to mulch bed and rock bed areas included in this Agreement.

WEEKLY WINTER POLICING

Weekly Policing of the Landscape areas November through March is included as a a part of this agreement.

SPRING CLEAN UP

The Contractor shall remove leaves and litter from all landscaped areas within the Premises (1) time. Perennial grasses will be cut back to promote new growth.

FALL CLEAN UP

The Contractor shall remove leaves and litter from all landscaped areas within the Premises (1) time. The Client understands that this service will be performed after the majority of leaves have fallen as weather conditions permits.

In the event the Client requests additional fall clean-up services, the Contractor shall perform approved services at the hourly rates as outlined in Exhibit "A" attached hereto.

PRUNING SHRUBS

1. Pruning shall be performed consistent with reasonable industry standards to provide a well-groomed appearance.
2. The Contractor shall perform esthetic pruning of all deciduous and evergreen shrubs within the Premises. Flowering shrubs will be pruned once in fall after blooming. Evergreen and non-flowering shrubs will be pruned (1) time during the growing season. Pruning will be scheduled and performed pursuant to environmental conditions as the Contractor deems necessary in order to provide a well-groomed appearance. The Contractor will provide recommendations to the Client if environmental conditions warrant additional pruning cycles. Additional pruning cycles will be performed upon approval from the Client at the hourly rates as outlined in Exhibit "A" attached hereto.
2. Nuisance growth, including suckers, from shrubs and trees will be pruned as needed during the growing season to maintain reasonable access on walkways and parking areas.
4. Debris resulting from pruning operations shall be collected and removed by Contractor at the time of pruning.
5. Structural, renewal, deadwood, or corrective pruning, is not included in this Agreement. These services are available at the hourly rates as outlined in Exhibit "A" attached hereto.
6. Chemical insect control by spraying, injection, or granular applications are not included in this Agreement. Fertilization by spraying, injection or granular applications are not included in this Agreement. These services are available upon request.

- 7. Dead trees and shrubs will be removed after notification from the Customer and will be billed at the hourly rates provided in Exhibit A.

SAFETY TRIM TREES

Safety spot tree pruning will occur (1) time in the fall to include; broken or low hanging limbs below 12' over sidewalks, roadways, and parking spaces.

IRRIGATION SPRING START UP

Contractor shall activate the irrigation system in the spring, in accordance with any governmental restrictions and regulations when the environmental conditions allow or when agreed upon by the Client and Contractor.

WEEKLY IRRIGATION CHECKS

Contractor shall inspect the irrigation system to ensure proper operation. Pattern adjustments and controller programming will be performed as the Contractor deems necessary. Watering schedules shall be set in accordance with governmental restrictions and regulations, irrigation system capabilities, and reasonable industry standards.

Irrigation system repairs are not included as a part of this Agreement. This includes raising or lowering heads, clearing of plugged lines, and replacement of broken or missing heads due to circumstances other than those related to the services of the Contractor in this Agreement. Other services that are not included: backflow certification, design, irrigation system evaluation, valve location, electrical work, and anything that requires digging or excavation.

Irrigation system repairs shall be performed as needed at the hourly rates as outlined in Exhibit "A" attached hereto plus materials and additional equipment, if required. Client agrees the Contractor shall immediately perform irrigation repairs that do not exceed **\$600.00** per occurrence unless otherwise specified by Client.

In the event that an irrigation system repair is estimated to exceed the agreed upon amount, the Contractor will contact the Client for approval.

In the event of an after-hours irrigation emergency, please contact the emergency on call phone number (719) 669-9380. Emergency calls will be billed at a 2-hour minimum per the rates on Exhibit A.

All repairs to the irrigation system will be billed to the Client and not to any third parties. The Client is responsible for collecting on third party claims.

IRRIGATION SHUT DOWN

Contractor shall winterize the irrigation system in the fall, in accordance with any governmental restrictions and regulations, prior to November 1st or when agreed-upon by the Client and Contractor.

2025 CONTRACT SUMMARY

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
GENERAL MAINTENANCE	26	\$202.87	\$5,274.62	\$5,274.62
NATIVE GRASS MOW	2	\$621.50	\$1,243.00	\$1,243.00
PRE-EMERGANT PLANTER BEDS MAINTENANCE	1	\$1,104.64	\$1,104.64	\$1,104.64
WEEKLY WINTER POLICING	11	\$70.03	\$770.33	\$770.33
SPRING CLEAN UP	1	\$2,438.95	\$2,438.95	\$2,438.95
FALL CLEAN UP	2	\$1,295.19	\$2,590.38	\$2,590.38
PRUNING SHRUBS	1	\$316.32	\$316.32	\$316.32
SAFETY TRIM TREES	1	\$224.08	\$224.08	\$224.08
IRRIGATION SPRING START UP	1	\$232.68	\$232.68	\$232.68
WEEKLY IRRIGATION CHECKS	24	\$58.17	\$1,396.08	\$1,396.08
IRRIGATION SHUT DOWN	1	\$349.02	\$349.02	\$349.02
TOTAL:			\$15,940.10	\$15,940.10

BILLING SCHEDULE

MONTHLY BILLING SCHEDULE	SERVICE COST	TOTAL COST
MARCH 2025	\$1,594.01	\$1,594.01
APRIL 2025	\$1,594.01	\$1,594.01
MAY 2025	\$1,594.01	\$1,594.01
JUNE 2025	\$1,594.01	\$1,594.01
JULY 2025	\$1,594.01	\$1,594.01
AUGUST 2025	\$1,594.01	\$1,594.01
SEPTEMBER 2025	\$1,594.01	\$1,594.01
OCTOBER 2025	\$1,594.01	\$1,594.01
NOVEMBER 2025	\$1,594.01	\$1,594.01
DECEMBER 2025	\$1,594.01	\$1,594.01
TOTAL:	\$15,940.10	\$15,940.10

I. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire understanding between Client and Contractor and no modification, amendment, renegotiation, or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon by the parties and embodied in writing.

II. INSURANCE

Contractor agrees to maintain insurance current and in force during the term of this Agreement. Contractor will obtain a Certificate of Insurance prior to the start of the work stated in this Agreement and deliver it to the Client.

Contractor shall also have its employees covered by a Worker's Compensation and Employer's Liability Policy: The minimum limits of insurance are as follows:

- General Liability: Minimum requirements are \$1,000,000 per occurrence/\$1,000,000 general aggregate.
- Automobile Liability: Minimum requirements are \$1,000,000 combined single limit.

- Worker’s compensation: Statutory amount.
- Employer’s Liability:\$1,000,000 each employee/accident/disease.

III. TERMINATION

Either party may terminate this Agreement by giving notice in writing by certified mail to the other party at the respective addresses stated below. Notice shall be given at least thirty **(30) days prior** to the effective date of such termination.

Client and Contractor agree that the work performed is proportionally greater during the growing season rather than the winter months. In the event of termination by either party, full payment for actual services performed and materials provided become due and payable to the Contractor on or before date of termination. In the event of pre-payment of services and materials not provided, a refund will be due and payable to the Client on the termination date.

IV. FORCE MAJEURE AND DELAYS

Contractor’s obligations under this agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Contractor), floods, fires, acts of God, accidents, delays, and shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement.

V. SEVERABILITY

If any provision of this agreement shall be held to be invalid or unenforceable, but a court or Trier of fact determines, that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. All other provisions of this agreement shall remain in full force and effect.

VI . PAYMENT TERMS

Payments for invoiced services are expected within thirty (30) days of invoice date. Payments shall be made payable to Landscape Endeavors, Inc. The client agrees to pay one and a half percent (1.5%) interest per month on all invoices that are not paid within thirty (30) days. The Contractor shall recover all expenses incurred in enforcing this Agreement, including all collection agency charges, lien fees, costs, court costs, attorneys’ fees, and all expenses incurred in collecting on any judgement.

The Client will inform the Contractor of any billing discrepancies within thirty (30) days of the invoice date or all rights to a resolution will be waived. Communication resulting from discrepancies in billing will be substantiated in writing. Village Cooperative has the right to dispute invoices after a (30) day period if mistake was made on invoice by contractor. Mistake by contractor must be greater than \$200.00 in order to dispute after thirty (30) days.

If payment for services rendered is delinquent by sixty (60) days or more, the Contractor shall provide three (3) days’ notice, in writing, to the Client and will suspend services until the account is made current.

Any services provided outside of the contract specifications shall be billed at the rates as outlined in the Exhibit A. A brief description including, but not limited to date, labor hours, materials, and equipment will be submitted on a separate invoice.

Because of the volatile nature of petroleum and the cost of fuel, it may be necessary during this contract to impose a fuel surcharge. If the cost of fuel (regular unleaded) exceeds \$4.00 a gallon in the El Paso

County area, a 3 % surcharge will be applied to all invoices.

Billing will be submitted on approximately the first (1st) of each month for services rendered.

By _____
Randy Lenn Jr.

By _____

Date February 13, 2025

Date

LANDSCAPE ENDEAVORS, INC.

WSDM DISTRICT MANAGERS





2025 - 12 Month Landscape Maintenance Contract

Date 2/20/2025

Customer Adam Noel | WSDM – District Managers |

Property Bent Grass Metro District | Bent Grass Meadows Drive | Colorado Springs, CO 80831

I would like to **thank you** for considering Landtech to meet your specific needs. For over **thirty-five years** we have been dedicated to serving clients *just like you* by *creating and maintaining* the **most beautiful landscapes** in Denver, Colorado Springs, Loveland and surrounding areas. Our *modern fleet of equipment* and *best personnel in the industry* keep us highly recommended by our clients, and enable us to serve your specific needs and fulfill **all your landscaping desires**. Our full range services include: *Custom Enhancements, Innovative Construction, Skillful Maintenance, and Punctual Snow Removal.*

Fixed Payment Services

Description	Frequency
12 Month Landscape Maintenance Standard Package	
Weekly Service	26
Winter Service	20
Bed Pre Emergent	1
Irrigation Activation	1
Irrigation Check	20
Irrigation Winterization	1
Spring Clean up	1
Fall Clean up	2
Pruning	1
Native Mow	2
Native Weed Application	1
Annual Maintenance Price	\$19,500.00

Payment Schedule

Schedule	Price
April	\$1,625.00
May	\$1,625.00
June	\$1,625.00
July	\$1,625.00
August	\$1,625.00
September	\$1,625.00
October	\$1,625.00
November	\$1,625.00
December	\$1,625.00
January	\$1,625.00
February	\$1,625.00
March	\$1,625.00
	<u>\$19,500.00</u>

By _____

Tom Baldasare

Date 2/20/2025

Landtech Contractors

By _____

Date _____

Bent Grass Metro District

Services

Weekly Service

Mowing

1. All turf areas shall be mowed at the specified frequencies noted on the attached proposal. The Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
2. Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. Excessive clippings will be removed from turf.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a. Areas in use at the time of mowing by large groups of residents, children, etc.
 - b. Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c. Areas with large concentration of pet droppings.
 - d. Areas under construction.

Trimming

1. All turf areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
3. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, patios, etc.

Edging

1. Edging of walks, swimming pool decks, etc. will be done at the frequency specified in the attached proposal, through the use of a steel blade edger.
2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
3. Concrete drainage pans/spillways will not be edged, unless otherwise specified in this contract.
4. Excessive debris resulting from edging shall be collected and removed.

Police Area

1. All landscape areas will be policed for loose trash in conjunction with mowing operations. Annual contracts will be policed for loose trash at the frequencies specified in the attached proposal.
2. Policing does not include the clean-up of drives and parking lots unless specified in this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra service to this contract.
3. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified. Tree, Shrub, and Bed Care

Bed Care

1. Rock bed areas will be inspected at the frequencies specified in the attached proposal for mulch depth and conditions. If additional materials are required, the Contracting Company will

- be notified and provided with an estimate to perform the work.
2. Rock bed areas will be kept substantially free of weeds by means of chemical control, or hand weeding at the frequencies specified in the attached proposal. Every effort will be made to control grasses and bindweed growing directly in shrubs and ground cover; however, control of these items is not always guaranteed.
 3. Flower planting and flowerbed care is not included as part of this contract unless specified in the attached proposal.

Tree and Shrub Care

1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis; however Contractor may recommend from time to time to treat potential problems on a preventive basis. **Note:** Contractor reserves the right to hire a subcontractor to perform this service. Subcontractor shall be a licensed commercial applicator.
2. In order to prevent damage by mowers and trimmers to trees and shrubs planted in turf areas, the Contractor if included in the attached proposal will provide a grass-free area around all trees and shrubs. Contractor assumes no liability for damage to trees and shrubs not properly protected.

Winter Service

1. All landscape areas will be policed at the frequencies specified in the attached proposal for loose trash and debris in bed, and turf areas only.
2. The Contractor will visit the site at the frequencies specified in the attached proposal to inspect all landscape and plant material. Any problems will be brought to the attention of the Contracting Company.
3. Contractor will be available to the Contracting Company to aid and assist in the preparation and formulation of: plans, schedules, budgets, projections, etc., for the coming season.
4. Emergency after hour rates are billed at overtime rates and at a two hour minimum.

Bed Pre Emergent

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.

Irrigation Activation

1. Contractor shall activate the irrigation system once (1) in the spring if included in attached proposal. Activation usually occurs in April, depending on weather conditions. Contractor is not responsible for any freeze damage, which may occur after sprinkler activation.
2. Contracting company agrees to all repairs required for activation of the system up to a preapproved amount of one thousand dollars (\$1000). If the repair is more than one thousand dollars (\$1000) a proposal will be sent to contracting company prior to commencement of repair. All repairs required for activation are not part of this contract and will be billed on a time and material basis.
3. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. These repairs will be billed on a time and material basis. Contracting Company will be informed of repair work being performed.

Irrigation Check

1. After system is activated and operating, Contractor will be responsible for checking the system at the frequencies specified in the attached proposal to insure proper operation during contract period.
2. In the event malfunctions are found during the regular check of the irrigation system, repairs will be made and billed on a time and material basis at \$83.00/HR plus materials. Contracting company agrees to a preapproval amount of five hundred dollars (\$500) in repairs for each regular check, if the repairs total more than five hundred dollars (\$500) a proposal will be sent to contracting company prior to commencement of the repair.
3. Contractor shall keep the need for water conservation in mind. During extended cold or rainy periods, irrigation controller may be turned off. However, occasional rainstorms will not constitute adequate reason for turning off controllers. Special requests are billed on a time and material basis.

Irrigation Winterization

1. Contractor shall winterize the irrigation system once (1) in the fall if included in attached proposal. Winterization usually occurs between October 1st and December 1st. Contractor is not responsible for any freeze damage, which may occur before and after sprinkler winterization operations.
2. Proper winterization will include the use of a compressor, unless otherwise specified.

Spring Clean up

1. At the frequency specified in the attached proposal, Contractor will perform spring cleanup including gathering and removing trash, leaves, and debris in turf and bed areas. Parking lots are excluded.

Fall Clean up

1. At the frequency specified in the attached proposal, Contractor shall be responsible for gathering and removing leaves from the site in the fall. Contracting Company will direct Contractor as to when each service frequency is to be performed. Additional frequencies will be an extra service to this contract.

Pruning

1. The Contractor shall be responsible for pruning of all trees and shrubs on the property at the frequencies indicated in the attached proposal. All plant material over 15 feet in height is excluded.
2. Plants shall be pruned in accordance with regularly accepted industry standards for pruning. Pruning is done to promote healthy growth; to prevent weak or abnormal limb structure; to control unwanted leggy growth and to maintain the natural growth habit of the plants. Proper pruning practices do not include shaping of plants such as: boxed, squared, balls, etc. Shrubs will be pruned in such a manner as to maintain natural shape.

Native Mow

1. Native area shall be mowed at the durations specified in the attached proposal. The Contractor will determine mowing height. Frequency of mowing may vary due to seasonal weather conditions and growth rate of native.
2. Native clippings will be left in place after mowing and will not be removed.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons: Areas in use at the time of mowing by large groups of residents, children, etc, areas excessively wet due to rain or improper drainage not caused by the contractor, or areas under construction or contain excessive debris.
4. The clean-up of debris due to vandalism, dumping, acts of God, etc., will be an extraservice to this contract.

Native Weed Application

1. Weed control in native area will be managed by mowing operations. If Contracting Company desires to have weeds managed with chemical applications the Contractor will supply an estimate for these additional services.

Terms & Conditions

General Scope of Work

1. **Scope of Work:** Contractor will furnish all labor, tools, specialized equipment, supervision and transportation required to maintain the landscape in an attractive condition throughout the year for the maintenance period specified in contract.
2. **Definitions:** The term "Contractor" where used in this agreement shall mean Landtech Contractors, Inc. The representative is Larry D. Overley. The term "Contracting Company" where used in this agreement shall mean Owner or Management Company.
3. **Insurance:** Contractor will carry complete and adequate worker's compensation, automobile, and general liability insurance in the amount of not less than \$1,000,000.00 (One Million Dollars). Contractor shall supply Contracting Company with a certificate of insurance of such coverage prior to commencement date.
4. **Damages:** Contractor will be responsible for any damages to the property caused by this contract. The cost of all repairs will be borne by the Contractor.
5. **Acts of God:** The Contractor assumes no responsibility for and shall not be held liable by the Contracting Company for damages due to conditions beyond the contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; and previous contractor's neglect or improper practices.
6. **Pre-Existing Conditions:** It is acknowledged by the parties that the present condition of the turf grass is Average; the present condition of trees is Average; the present condition of shrubs is Average; the present condition of the sprinkler system is Average; the present condition of walks is Average; the present condition of drives is Average and the present condition of native area is Average. The Contractor is not responsible for any such conditions nor any continual wear and tear, or acts of third parties.
7. **Communication System:** The Contractor is expected to be available via telephone, and respond as necessary to emergencies that may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means is most practical to remedy a particular situation. Contractor is entitled to compensation for such emergencies.
8. **Personnel:** Contractor's employees shall conduct themselves in a workmanlike manner at all times. Contractor is expected to provide adequate supervision at all times.
9. **Licenses and Permits:** Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits shall include, but not be limited to: business, and commercial pesticides applicator. However, special permits (such as special watering permits) will be obtained at the expense of the Contracting Company.
10. **Weather permitting:** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.

Terms and Conditions

1. **Term.** The term and start date of this agreement shall be agreed upon on page 3.
2. **Assignment.** Neither party may assign this contract without the written consent of the other party.
3. **Scheduling.** All work scheduling shall be at the discretion of Contractor as to time, day, month, etc. Contracted items will be given priority over time and material or extra work, in order to remain on established schedules.
4. **Delay.** The Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God; acts of Contracting Company; weather conditions; acts of public; or any other

- unforeseen items beyond the reasonable control of the Contractor.
5. **Modifications.** The general requirements, technical specifications, statement of charges, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
 6. **Pricing and Payment.** The total amount of the base contract and base monthly charges shall be agreed upon on page 2. All accounts will be billed on the 1st day of each month, with terms of net 10 days for account to be paid in full. Early termination of the contract will result in an audit of actual services performed and billed accordingly. Extra services, if authorized, and emergency services shall be billed at the rates listed in section III of the "Statement of Charges" in the contract plus materials.
 7. **Termination Without Cause.** Either party may terminate this agreement without cause by sending written notice to the other party at the respective addresses herein stated. Written notice is to be given at least 30 days prior to effective date of termination. Full payment for the actual services performed and materials provided at time of termination becomes due and payable on, or before, date of termination. In the event of pre-payment of services not performed and/or materials not provided, credit refund will be due and payable on, or before, date of termination.
 8. **Termination for Cause.** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Company's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Company's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties as specified herein". Contracting Company may terminate this agreement for cause: (a) for proof of lack of satisfactory performance; or (b) for obvious gross negligence or neglect by the Contractor.
 9. **Early Termination.** If customer terminates 12 month contract before end of 12 month period, payment is due for services rendered.
 10. **Notices.** All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed to contractor: Landtech Contractors, Inc. Maintenance Division, 525 N. Laredo St. Aurora, CO 80011
 11. **Acceptance of Proposal.** The above prices, specifications, and conditions are satisfactory and are hereby accepted. LANDTECH CONTRACTORS, LLC. is authorized to do the work as specified. Payment is outlined above in Section IV, paragraph 7. OWNER agrees that accounts 30 days past due will be charged 1.5% per month (18% per year). Should this account be referred to an agency, attorney or court for collection, OWNER agrees to pay reasonable attorney's fees, court costs and any other expenses of collection by LANDTECH CONTRACTORS, LLC.
 12. **Attorneys Fees.** In the event either party to this agreement commences an action to enforce the terms of this agreement, then the prevailing party shall be entitled to recover its attorney's fees and costs.



Irrigation Startup	1
Irrigation Blow Out	1
Other Maintenance	
Winter Policing	23
Annual Maintenance Price	\$28,253.22

Optional Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Tree Wrap Install	1	\$0.00	\$0.00
Tree Wrap Removal	1	\$0.00	\$0.00
Deep Root Tree Fert	1	\$0.00	\$0.00
Shrub Fert	1	\$0.00	\$0.00
Annual Color Installation	1	\$0.00	\$0.00
Annual Flower Maintenance	16	\$0.00	\$0.00
Annual Flower Removal	1	\$0.00	\$0.00
Mulch Top Dress	1	\$0.00	\$0.00
Mulch Flip	1	\$0.00	\$0.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
April	\$2,354.44	\$0.00	\$2,354.44
May	\$2,354.43	\$0.00	\$2,354.43
June	\$2,354.44	\$0.00	\$2,354.44
July	\$2,354.43	\$0.00	\$2,354.43
August	\$2,354.44	\$0.00	\$2,354.44
September	\$2,354.43	\$0.00	\$2,354.43
October	\$2,354.44	\$0.00	\$2,354.44
November	\$2,354.43	\$0.00	\$2,354.43
December	\$2,354.44	\$0.00	\$2,354.44
January	\$2,354.43	\$0.00	\$2,354.43
February	\$2,354.44	\$0.00	\$2,354.44
March	\$2,354.43	\$0.00	\$2,354.43
	\$28,253.22	\$0.00	\$28,253.22

By _____
 Thomas Cassidy

Date 2/5/2025

Timberline Landscaping

By _____

Date _____

Bent Grass Metropolitan District

Terms & Conditions

Rates:

Irrigation Technician: \$84.00 per hour (1 hour minimum)

Materials: Based upon current pricing

After Hours Rates:

Monday – Friday from 7:00pm – 7:00am

All day Saturday, Sunday and/or holidays

Irrigation Technician: \$125.00 per hour (1 hour minimum)

Materials: Based upon current pricing

GENERAL INFORMATION:

A. Timberline Landscaping, Inc. agrees to furnish all labor, supervision, materials and equipment necessary to perform landscape management at the property specified above.

B. Timberline currently carries General Liability Insurance (not less than \$1,000,000.00), Automotive (not less than \$500,000.00) and Workman's Compensation Insurance. If additional insurance is required, an adjustment to the contract will be necessary.

C. If this property has a sales tax-exempt certificate, owner must supply this contractor with certificate prior to work being performed. Otherwise, Timberline will charge sales tax on all materials purchased.

D. Landscape management within this contract specifically excludes concrete walks and patios, asphalt areas, site lighting and any fencing.

E. Upon acceptance, the owner shall notify Timberline of any special requirements/ access to the property and provide any access keys or badges as may be necessary.

F. Any work not described within services section shall be considered extra and will be invoiced on a time and materials basis upon written acceptance from the owner.

G. Timberline will assume responsibility for contacting the Utility Notification Center of Colorado (UNCC) for any underground line locations as necessary. Timberline will not, however, be held responsible for any sub-surface lines which are not normally located and marked by UNCC or 2nd tier parties. These may include private or secondary electric, gas, phone and cable lines, irrigation and site lighting. Additional costs may be charged to locate these facilities.

H. All pesticide applications shall be supervised by a "Qualified Supervisor" certified by the

Colorado Department of Agriculture whether work is performed in house or sub contracted.

I. Losses of plants due to weather, pests, water restrictions, or irrigation malfunction not caused by this contractors negligence, are not warrantied.

PAYMENT TERMS:

Timberline shall submit invoices on the 1st of the month with payment terms of Net 30. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of invoice date. This represents an annual rate of 18%. In addition to all service charges, there shall also be paid the reasonable costs of collection including attorney's fees and court costs.

This contract is set to auto-renew at the anniversary date described above with a minimum of a 5% increase. If the economy dictates a greater increase a new contract will be sent 30 days prior to renewal date. If Timberline chooses to not renew at the contract term a 30-day written notice will be given. Timberline may cancel the contract for non-payment within 10 days of being overdue. If this Agreement is terminated by Owner before the contract term expires, the parties agree Timberline's damages will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Owner prior to the expiration date for any reason other than because of any uncured default by Timberline, or terminated by Timberline for cause at any time, Owner will pay Timberline, as liquidated damages and not as a penalty, 50% of the remaining contract value through the end of the contract term. If such termination occurs during the season (4/1/2025 12:00:00 AM - 3/31/2026 12:00:00 AM), the contract value will be calculated based on 50% of the balance to be paid for the remaining months in the current contract, plus 50% of the amounts to be billed for any remaining years. Owner shall also be responsible for any unpaid charges on Owner's account prior to termination.

The Weathermatic platform program will require a termination fee of \$300. 00 per controller installed if this contract is terminated within 3 years of program implementation. This fee includes the Owner retaining the smart controller(s) and weather station(s) while the Contractor will remove and retain the Aircard(s) used for monitoring.

*A 3% fuel surcharge will be added to the contract if gas prices exceed \$5.50 per gallon.

*This bid is expressly conditioned upon the parties entering into a contract upon terms acceptable to Timberline Landscaping. If accepted, this proposal shall become a full part of the contract documents.

Services

Bi-Weekly Maintenance

- **Mowing:** Timberline shall maintain turf grass to a height of approximately 2.5" to 3" and will trim all turf grass around tree wells, landscape edging and foundations weekly throughout the growing season up to **26** cuttings per season. Mulching mowers will be used to return clippings to your soil.
- **Hard Edging:** All walk-ways and curbs shall be edged **2** times and maintained throughout the season with a stick edger.
- **Insect/Disease Control:** Timberline shall monitor and provide updates to owner regarding the need for insect/disease control. If control is needed, owner will be notified, and work shall be performed upon owner's approval.
- **Tree Wells:** All established tree wells in turf areas shall be maintained weed and grass free. If tree wells are not established, this may be performed on a time and material charge or quoted price.
- **Wood Mulch:** Timberline will monitor all wood mulch bed areas and provide updates to the owner regarding areas that may need mulch replenishment or turning. Any mulch areas needing replenishment shall be performed via change request as directed by the owner.
 1. Turning of mulch is **excluded** from this contract. If mulch is turned after pre-emergent has been applied, an additional application of pre-emergent will need to be applied for an additional charge.
- **Crack Weeds:** All weeds in public/private streets and parking lots will be sprayed on a time and materials basis.
- **Policing:** Picking up and disposing of all non-contained trash and debris shall be performed on a weekly basis for the duration of the contract. This does not include clean up and removal of dog waste, tumbleweeds, and debris that has blown in through winds. Excess removal shall be charged on a time and materials basis upon notification and approval by the owner. Timberline shall advise owner as to conditions that may warrant removal of excess debris.

Spring Cleanup

- Spring: **One** general clean up and removal of all debris that has accumulated on exterior landscaped areas during the winter months. Ornamental grasses and select shrubs to be cut back at this time.

Fall Cleanup

- **Fall:** **One** general clean up and removal of all debris and leaves that have accumulated on exterior landscaped areas. To occur when at least 80% of the leaves have dropped. Perennials to be cut back at this time.
- **Excluded** from spring and fall cleanups: Parking lots and curb pans (gutters) to be done on a time and materials basis.

Safety Pruning (Under 12')

- **Safety Pruning**: Contractor shall perform safety pruning of all shrubs under 12' in height **1** time early in season. Safety pruning includes removal of growth from shrubs overhanging sidewalks and drives and limbing up low hanging tree branches. Plants shall be pruned to maintain natural form using acceptable horticultural practice.

Weekly Bed Landscape Work

Native Mow

- **Native Grass**: All native grass to be cut **three** times per growing season.

Native Post App

- Weed Control: A pre-emergent shall be applied **once** in early Spring along with **1** post-emergent application for broad leaf weed control **in native areas**.

Bed Pre-emergent

- **Weed Control**: All planting beds shall receive **two** applications of pre-emergent herbicide early in the growing season to prevent weed seed germination. During the growing season, planting beds to be "spot" sprayed with a non-selective herbicide as needed.

Turf Fertilization Application 1

- Fertilization: All turf grass areas shall be fertilized with a minimum of 4 lbs. of actual nitrogen per 1,000 SF per year. **3** seasonal applications shall be applied using an environmentally friendly product. *This is the **first** application.* **Weed Control**: A pre-emergent shall be applied once in early Spring for broad leaf weed control **in turf areas**.

Turf Fertilization Application 2

- Fertilization: All turf grass areas shall be fertilized with a minimum of 4 lbs. of actual nitrogen per 1,000 SF per year. **3** seasonal applications shall be applied using an environmentally friendly product. *This is the **second** application.* During growing season, turf areas to be "spot" sprayed with a selective herbicide **once**.

Turf Fertilization Application 3

- Fertilization: All turf grass areas shall be fertilized with a minimum of 4 lbs. of actual nitrogen per 1,000 SF per year. **3** seasonal applications shall be applied using an environmentally friendly product. *This is the **third** application.* A post-emergent shall be applied once in Fall for broad leaf weed control **in turf areas**.

Irrigation Check

- **Controller:** The irrigation system shall be programmed to water turf grass, native grass and shrub beds with the necessary moisture throughout the growing season. In an effort to conserve water resources, Timberline will create a cycle and soak irrigation program to be utilized where applicable. All watering times shall be coordinated with the owner and in accordance with the local water provider's watering guidelines and restrictions.
- **Repairs:** Irrigation repairs or modifications shall be made on a time and materials basis. Any repairs or modifications due to negligence by this contractor shall be made at contractor's expense.
- **Inspections:** Timberline may perform up to 18 wet inspections of the irrigation system during normal hours of operation throughout the growing season. Zones will be activated to ensure that all heads and valves are in working order. Minor adjustments may be made during inspections. A set amount of time is dedicated to inspections, which may result in not all zones being activated during that inspection. Repairs and major adjustments will be made on a T&M basis.

Irrigation Startup

- **Activation:** The irrigation system shall be activated in the spring (after the average temperature during the night is above 32°) and adjusted as necessary.

Irrigation Blow Out

- **Winterization:** At the end of the growing season, the irrigation system shall be winterized by using compressed air. Adverse weather conditions may dictate additional activations and/or winterizations which will be an additional cost.

Winter Policing

- **Policing:** Picking up and disposing of all non-contained trash and debris shall be performed on a **weekly basis for the duration of the contract**. This does not include clean up and removal of dog waste, tumbleweeds, and debris that has blown in through winds. Excess removal shall be charged on a time and materials basis upon notification and approval by the owner.

Optional

Tree Wrap Install

- **Tree Wrap Installation:** Wrap all smooth bark trees less than 6" caliper in the fall.

Tree Wrap Removal

- **Tree Wrap Removal:** Un-wrap all smooth bark trees less than 6" caliper in the spring.

Deep Root Tree Fert

Shrub Fert

Annual Color Installation

- Installation of annual flowers.

Annual Flower Maintenance

- Dead heading, fertilizing, and general bed maintenance of annual displays

Annual Flower Removal

- Remove and dispose of all annual flowers

Mulch Top Dress

- Addition of new mulch to ensure consistent coverage of beds.

Mulch Flip

- Turning of mulch is **included** in this contract. If mulch is turned after pre-emergent has been applied, an additional application of pre-emergent will need to be applied for an additional charge.