

**HAWTHORN METROPOLITAN DISTRICT
REGULAR MEETING**

Monday, September 14, 2026 at 2:00 P.M.

<https://www.hawthornmetrodistrict.org>

This meeting will be held via Zoom and can be joined through the directions below:

<https://us06web.zoom.us/j/81129000264?pwd=vpLvn2rkXQhZm86bspnKoMatEdpnQ7.1>

Meeting ID: 811 2900 0264

Passcode: 004477

Call In: 720-707-2699

Krystal Bigley, President	Term to May 2027
Gary Silverman, Treasurer	Term to May 2029
Vacant, Director	Term to May 2027
Andrea Stewart, Assistant Secretary	Term to May 2029
Stephen Bonneau, Secretary	Term to May 2027

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Acknowledge Director Everett's Resignation and Consider Appointment of Director
5. Consider Election of Officers
6. Public Comment – Members of the public may express their views to the Board(s) on matters that affect the District. Comments will be limited to three (3) minutes per person.
7. Consent Agenda –The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.
 - a. Approval of Board Meeting Minutes from June 1, 2026 Meeting (**enclosure**)
 - b. Ratification of Proposal #5781 with Environmental Landworks for Pump Replacement (**enclosure**)
 - c. Ratification of Proposal #5725 with Environmental Landworks for Controller Module Repair (**enclosure**)
8. Financial Matters
 - a. Review and Consider Acceptance of Unaudited Financials (**enclosure**)
 - b. Review and Consider Approval of Claims (**enclosure**)

9. Legal Matters
 - a. Discuss Process to Approve Work Orders
 - b. Discuss Board Member Compensation
10. Architectural Review Committee
 - a. Consider Appointment to the Architectural Review Committee
11. Facilities/Management Matters
 - a. Management Update (**enclosure**)
 - b. Provide Update Regarding Landscaping Bids (**enclosures**)
 - c. Provide Update on Lawn Maintenance and Weed Violation Progress
 - d. Discuss Status of Swing Area Mulch
 - e. Discuss Volleyball Net Replacement
 - f. Discuss Sprinkler/Pump Repairs – Impact to Fields/Grass Areas
 - g. Discuss Trees in Open Space to East of Subdivision
 - h. Discuss Management Scope and Communication
12. Other Business
13. Adjourn

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF THE
HAWTHORN METROPOLITAN DISTRICT
HELD JUNE 1, 2026 AT 2:00 P.M.
VIA TELECONFERENCE**

The regular meeting of the Board of Directors of Hawthorn Metropolitan District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualifications to serve, were in attendance:

Attendance

Krystal Bigley, President
Gary Silverman, Treasurer
Stephen Bonneau, Assistant Secretary

Director Stewart was absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present were Trisha K. Harris, Esq. and Matt R. Fegan, Esq., WBA, PC, District General Counsel; Allison Williams, CliftonLarsonAllen, LLP, District Accountant; Mark Becker, MSI, LLC, District Manager; and members of the public.

Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, and Ms. Bigley called the meeting to order at 2:01 p.m.

Conflict of Interest Disclosures

Ms. Bigley advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Bigley reported that disclosures for those directors that provided WBA, PC, with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Bigley inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

Approval of Agenda

The Board reviewed the proposed agenda. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as presented.

Public Comment

Gene Gray: questions regarding access to Meeting packets and Minutes. Director Bigley to update the District website.

Bill Way: No comment; just thanked the Board

Consent Agenda

Ms. Bigley reviewed the items on the consent agenda with the Board. Ms. Bigley advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. Upon a motion duly made and seconded, the Board unanimously approved the consent agenda:

- Approval of Board Meeting Minutes from March 2, 2026 Meeting

Financial Matters

- Review and Consider Acceptance of Unaudited Financials – Ms. Williams presented the Unaudited Financials. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the Unaudited Financial Statements.
- Review and Consider Approval of Claims – Ms. Williams presented the Claims to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Claims.
- Review and Consider Acceptance of the 2025 Audit – Ms. Williams presented the 2025 Audit to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the 2025 Audit, subject to final legal review and a clean Auditor opinion.

Legal Matters

- Consider Approval of the Resolution of the ARC Approving the Second Amendment to Second Amended and Restated Residential Improvement Guidelines and Site Restrictions (Permanent Generators) – Ms. Harris presented the Resolution of the ARC Approving the Second Amendment to Second Amended and Restated Residential Improvement Guidelines and Site Restrictions (Permanent Generators) to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Resolution of the ARC Approving the Second Amendment to Second Amended and Restated Residential Improvement Guidelines and Site Restrictions (Permanent Generators).
- Discuss Purchase of Dog Kennel Property – Ms. Harris discussed the Purchase of Dog Kennel Property with the Board. The Board is no longer interested in this matter.
- Discuss Environmental Landworks Contract – Ms. Harris discussed the Environmental Works Contract with the Board. No action taken.

- Discuss 5.25% November 2026 Election – Ms. Harris advised the Board and discussed the possibility of a November 3, 2026 to address the 5.25% limitation on Operations and Maintenance. No action taken.

Facilities/Management Matters

- Management Update – No update provided.
- Consider Ratification of Proposals from Environmental Landworks for Playground Mulch and Crusher Fine Trail Work – Ms. Harris presented the Proposals from Environmental Landworks for Playground Mulch and Crusher Fine Trail Work. Following discussion, upon a motion duly made and seconded, the Board unanimously ratified the Proposals from Environmental Landworks for Playground Mulch and Crusher Fine Trail Work.
- Consider Approval of Proposal from Environmental Landworks for Native Forest Clean Up – Ms. Harris presented the Proposal from Environmental Landworks for Native Forest Clean Up. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Native Forest Clean Up proposal.
- Discuss Compost Bin and Continuation of Providing the Service – The Board engaged in general discussion. No action taken.

Other Business

- None.

Adjourn

There being no further business to come before the Board, following discussion and upon a motion duly made, seconded, and unanimously carried, the Board determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved on the 14th day of September, 2026

2026 Replacement Pump

Date 7/29/2026
Customer Krystal Bigley | Hawthorn Metropolitan District No. 2 | 11022 Benton St. | Westminster, CO 80020
Property Hawthorn MD | 19583 W 58th Place | Golden, CO 80403

ELCI is presenting this proposal on behalf of Quantum Pump and Controls. ELCI understands this a large expense and we value our partnership with Hawthorn HOA, therefore, we will not be marking up the estimate provided by the subcontractor. This price reflects the exact estimate that was provided to ELCI from Quantum Pump and Controls.

This proposal includes ~5 hours of ELCI irrigation tech labor due to a ELCI representative required on site while repairs are being performed.

Per Quantum Pump and Controls Estimate #4742:

Description:

This estimate is for replacing the vertical multistage pump/motor assembly and necessary components at the Hawthorn HOA pump station.

Note: During the station inspection, we found that the check valve and isolation valves do not work properly and they also need to be replaced.

*Please note that freight and taxes are estimated and the accurate amount will be reflected on the final invoice.

**Due to the ever-changing possibilities of tariffs, Quantum Pump reserves the right to adjust pricing at any time.

Grundfos Vertical Multistage Pump
and Motor 7.5HP - 460V **\$10,649.49**
2" Gaskets
3" Shurjoint Check Valve
3" Shurjoint - Butterfly Valves

Field Labor	\$1,815.00
Removal	
Installation	

Shop Labor	\$495.00
- Teardown, inspection and testing for the existing pump and motor.	

Subtotal	\$12,959.77
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Tax	\$479.23
Shipping	\$228.00

Quantum Pump and Controls - Pump Replacement

2026 Replacement Pump

Irrigation Repairs

ELCI will provide all labor and materials necessary to troubleshoot and repair existing irrigation components identified during inspection or operation. Repairs may include sprinkler heads, nozzles, lateral lines, valves, fittings, and controller adjustments required to restore proper system performance. Testing and operational checks will be completed upon repair completion.

2026 Replacement Pump:	\$13,667.00
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On Site Representative - Irrigation Technician

On Site Representative - Irrigation Technician:	\$485.63
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Subtotal	\$14,152.63
Estimated Tax	\$0.00
Total	\$14,152.63

Terms & Conditions

By _____

Scott Hrdlicka

Date 7/29/2026

**Environmental Landworks
Company, Inc.**

By _____

Date _____

Hawthorn MD

2026 Controller Module Repair

Date 7/27/2026

Customer Krystal Bigley | Hawthorn Metropolitan District No. 2 | 11022 Benton St. | Westminster, CO 80020

Property Hawthorn MD | 19583 W 58th Place | Golden, CO 80403

The controller module is damaged and needs to be replaced.

We also have an issue with the wiring which requires extra time to diagnose and repair.

Default Group

2026 Controller Module Repair

Items	Quantity	Unit	Price/Unit	Price
Hunter ADM-99	1.00	ea	\$1,792.93	\$1,792.93
ICD-100 1 STA DECODER HUNTER	1.00	ea	\$236.43	\$236.43
458200 DC LATCHING SOLENOID HUNTER	4.00	ea	\$43.64	\$174.56
3M 600V Wire Connector	20.00	ea	\$4.53	\$90.61
Labor - Irrigation Tech	20.00	hr	\$87.00	\$1,740.00

2026 Controller Module Repair: \$4,034.53

Subtotal \$4,034.53

Estimated Tax \$0.00

Total **\$4,034.53**

Terms & Conditions

By _____

Scott Hrdlicka

Date 7/27/2026

**Environmental Landworks
Company, Inc.**

By _____

Date **July 27, 2026**

Hawthorn MD

HAWTHORN METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

JUNE 30, 2026

Hawthorn Metropolitan District
Balance Sheet - Governmental Funds
June 30, 2026

	<u>General</u>	<u>Debt Service</u>	<u>Total</u>
Assets			
Checking Account	\$ 28,244.94	\$ -	\$ 28,244.94
MSI Checking	7,142.97	-	7,142.97
CSAFE	368,082.71	-	368,082.71
Zions Payment Fund - Series 2022	-	295,684.48	295,684.48
Zions Pledged Revenue Fund - Series 2022	-	459,598.23	459,598.23
Accounts Receivable	2,777.16	-	2,777.16
Receivable from County Treasurer	148,374.20	199,013.41	347,387.61
Total Assets	<u>\$ 554,621.98</u>	<u>\$ 954,296.12</u>	<u>\$ 1,508,918.10</u>
Liabilities			
Accounts Payable	\$ 37,572.24	\$ -	\$ 37,572.24
Total Liabilities	<u>37,572.24</u>	<u>-</u>	<u>37,572.24</u>
Fund Balances	<u>517,049.74</u>	<u>954,296.12</u>	<u>1,471,345.86</u>
Liabilities and Fund Balances	<u>\$ 554,621.98</u>	<u>\$ 954,296.12</u>	<u>\$ 1,508,918.10</u>

Hawthorn Metropolitan District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2026

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 377,103.00	\$ 375,270.07	\$ 1,832.93
Specific ownership taxes	26,397.00	10,999.53	15,397.47
Interest Income	11,000.00	5,783.54	5,216.46
Other Revenue	-	1,323.83	(1,323.83)
Total Revenue	<u>414,500.00</u>	<u>393,376.97</u>	<u>21,123.03</u>
Expenditures			
Accounting	38,000.00	15,689.19	22,310.81
Auditing	6,000.00	-	6,000.00
County Treasurer's Fee	5,657.00	5,629.47	27.53
Directors' fees	2,000.00	300.00	1,700.00
Dues and Membership	775.00	604.88	170.12
Insurance	14,800.00	13,913.00	887.00
District management	16,500.00	7,511.96	8,988.04
Covenant enforcement	5,000.00	-	5,000.00
Legal	48,000.00	24,780.59	23,219.41
Miscellaneous	5,911.00	1,718.87	4,192.13
Irrigation repairs	9,000.00	3,499.19	5,500.81
Landscape improvements	130,000.00	15,267.15	114,732.85
Landscape maintenance contract	35,000.00	17,007.00	17,993.00
Grounds cleanup	3,750.00	-	3,750.00
Snow removal	19,500.00	4,105.00	15,395.00
Water	5,500.00	-	5,500.00
Electricity	1,500.00	86.12	1,413.88
Trash collection	55,000.00	28,836.98	26,163.02
Compost collection	3,500.00	1,500.00	2,000.00
North Table Mountain IGA	19,611.00	30,011.42	(10,400.42)
Website	996.00	-	996.00
Total Expenditures	<u>426,000.00</u>	<u>170,460.82</u>	<u>255,539.18</u>
Net Change in Fund Balances	(11,500.00)	222,916.15	(234,416.15)
Fund Balance - Beginning	286,974.00	294,133.59	(7,159.59)
Fund Balance - Ending	<u>\$ 275,474.00</u>	<u>\$ 517,049.74</u>	<u>\$ (241,575.74)</u>

SUPPLEMENTARY INFORMATION

Hawthorn Metropolitan District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2026

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 505,806.00	\$ 503,347.48	\$ 2,458.52
Specific ownership taxes	35,406.00	14,753.54	20,652.46
Interest Income	25,000.00	11,555.94	13,444.06
Total Revenue	<u>566,212.00</u>	<u>529,656.96</u>	<u>36,555.04</u>
Expenditures			
County Treasurer's Fee	7,587.00	7,550.74	36.26
Paying agent fees	3,000.00	-	3,000.00
Loan Interest - Series 2022	328,733.00	163,916.03	164,816.97
Loan Principal - Series 2022	130,000.00	-	130,000.00
Contingency	9,680.00	-	9,680.00
Total Expenditures	<u>479,000.00</u>	<u>171,466.77</u>	<u>307,533.23</u>
Net Change in Fund Balances	87,212.00	358,190.19	(270,978.19)
Fund Balance - Beginning	591,474.00	596,105.93	(4,631.93)
Fund Balance - Ending	<u>\$ 678,686.00</u>	<u>\$ 954,296.12</u>	<u>\$ (275,610.12)</u>

HAWTHORN METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2026
Updated as of August 20, 2026

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total Funds</u>
<u>PNC - Checking Account</u>			
Balance as of 06/30/26	\$ 28,244.94	\$ -	\$ 28,244.94
Subsequent activities:			
07/10/26 Jefferson County Taxes - June	148,374.20	199,013.41	347,387.61
07/16/26 Xcel Energy ACH	(17.80)	-	(17.80)
07/21/26 Bill.com payables	(26,226.67)	-	(26,226.67)
07/22/26 Waste Management ACH	(4,793.59)	-	(4,793.59)
07/29/26 North Table Mountain - Water Payment	(8,183.16)	-	(8,183.16)
07/20/26 Pledged Revenue Transfer	-	(199,013.41)	(199,013.41)
07/29/26 Bill.com payables	(125.66)	-	(125.66)
08/10/26 Jefferson County Taxes - July	2,905.09	3,896.54	6,801.63
08/12/26 Bill.com payables	(22,575.98)	-	(22,575.98)
08/14/26 Xcel Energy ACH	(15.30)	-	(15.30)
Anticipated activities:			
Anticipated Bill.com Payments	(4,916.26)	-	(4,916.26)
Anticipated Pledged Revenue Transfer	-	(3,896.54)	(3,896.54)
Anticipated Transfer to CSAFE	(90,000.00)	-	(90,000.00)
Anticipated Balance	<u>\$ 22,669.81</u>	<u>\$ -</u>	<u>\$ 22,669.81</u>
<u>MSI Checking</u>			
Balance as of 06/30/26	\$ 7,142.97	\$ -	\$ 7,142.97
Subsequent activities:			
Anticipated Balance	<u>\$ 7,142.97</u>	<u>\$ -</u>	<u>\$ 7,142.97</u>
<u>CSAFE</u>			
Balance as of 06/30/26	\$ 368,082.71	\$ -	\$ 368,082.71
Subsequent activities:			
07/31/26 Interest Income	1,178.74	-	1,178.74
Anticipated activities:			
Anticipated Transer from PNC	90,000.00	-	90,000.00
Anticipated Balance	<u>\$ 459,261.45</u>	<u>\$ -</u>	<u>\$ 459,261.45</u>
<u>Zion Bank 2022 Loan Payment Fund</u>			
Balance as of 06/30/26	\$ -	\$ 295,684.48	\$ 295,684.48
Subsequent activities:			
07/31/26 Interest Income	-	801.43	801.43
Anticipated activities:			
Anticipated Paying Agent Fee	-	(3,000.00)	(3,000.00)
Anticipated Balance	<u>\$ -</u>	<u>\$ 293,485.91</u>	<u>\$ 293,485.91</u>
<u>Zion Bank 2022 Pledged Revenue Fund</u>			
Balance as of 06/30/26	\$ -	\$ 459,598.23	\$ 459,598.23
Subsequent activities:			
07/21/26 Pledged Revenue Transfer	-	199,013.41	199,013.41
07/31/26 Interest Income	-	1,220.57	1,220.57
Anticipated activities:			
Anticipated Pledged Revenue Transfer	-	3,896.54	3,896.54
Anticipated Balance	<u>\$ -</u>	<u>\$ 663,728.75</u>	<u>\$ 663,728.75</u>
Anticipated Balances	<u>\$ 489,074.23</u>	<u>\$ 957,214.66</u>	<u>\$ 1,446,288.89</u>

Yield as of 06/30/26

Zions Bank (invested in Morgan Stanley) - 3.75%

See selected information and the summary of significant assumptions.

**HAWTHORN METROPOLITAN DISTRICT
PROPERTY TAX RECONCILIATION
2026**

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 1,917.37	\$ -	\$ 4,685.53	\$ -	\$ (28.76)	\$ -	\$ 6,574.14	0.22%	0.22%	\$ 11,887.72	0.81%	0.81%
February	381,586.03	-	3,963.68	-	(5,723.79)	-	379,825.92	43.22%	43.44%	364,333.61	42.23%	43.04%
March	37,063.67	-	4,327.87	-	(555.96)	-	40,835.58	4.20%	47.63%	52,855.33	5.61%	48.65%
April	81,195.44	-	4,223.05	-	(1,217.94)	-	84,200.55	9.20%	56.83%	58,905.70	6.39%	55.03%
May	28,594.54	-	4,201.92	62.09	(429.85)	-	32,428.70	3.24%	60.07%	55,781.07	6.01%	61.05%
June	348,260.50	-	4,351.02	-	(5,223.91)	-	347,387.61	39.44%	99.51%	329,233.97	38.16%	99.20%
July	-	-	-	-	-	-	-	0.00%	99.51%	6,660.65	0.20%	99.40%
August	-	-	-	-	-	-	-	0.00%	99.51%	4,650.74	0.00%	99.40%
September	-	-	-	-	-	-	-	0.00%	99.51%	9,697.82	0.56%	99.96%
October	-	-	-	-	-	-	-	0.00%	99.51%	5,488.60	0.00%	99.96%
November	-	-	-	-	-	-	-	0.00%	99.51%	4,824.14	0.00%	99.96%
December	-	-	-	-	-	-	-	0.00%	99.51%	4,764.14	0.00%	99.96%
	\$ 878,617.55	\$ -	\$ 25,753.07	\$ 62.09	\$ (13,180.21)	\$ -	\$ 891,252.50	99.51%	99.51%	\$ 727,418.62	100.00%	100.00%

January
February
March
April
May
June
July
August
September
October
November
December

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Property Tax			
General Fund	\$ 377,103	42.71% \$ 375,270.07	99.51%
Debt Service Fund	505,806	57.29% 503,347.48	99.51%
	<u>\$ 882,909</u>	<u>100.00% \$ 878,617.55</u>	<u>99.51%</u>

Specific Ownership Tax

General Fund	\$ 26,397	42.71% \$ 10,999.53	41.67%
Debt Service Fund	35,406	57.29% 14,753.54	41.67%
	<u>\$ 61,803</u>	<u>100.00% \$ 25,753.07</u>	<u>41.67%</u>

Treasurer's Fees

General Fund	\$ 5,657	42.71% \$ 5,629.47	99.51%
Debt Service Fund	7,587	57.29% 7,550.74	99.52%
	<u>\$ 13,244</u>	<u>100.00% \$ 13,180.21</u>	<u>99.52%</u>

**HAWTHORN METROPOLITAN DISTRICT
SELECTED INFORMATION
FOR THE PERIOD ENDED MARCH 31, 2026**

Notes to the Reader:

The financial statements of the District have been prepared in accordance with the criteria established by the Governmental Accounting Standards Boards ("GASB"), which is the source of authoritative accounting principles generally accepted in the United States of America ("GAAP"), as applied to governmental entities. The District's financial statements are prepared using the modified accrual basis of accounting. The financial statements include the following departures from GAAP:

- Management's discussion and analysis and substantially all disclosures required are omitted.
- The statement of revenues, expenditures and changes in fund balances – governmental funds has been omitted.

The financial forecasts present, to the best of management's knowledge and belief, the District's expected results of operations and cash flows for the forecast periods. Accordingly, the forecasts reflects its judgment as of December 1, 2025, the date these forecasts were prepared, of the expected conditions and its expected course of action. The assumptions disclosed herein are those that management believes are significant to the forecasts. There will usually be differences between the forecast and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The financial statements are developed by the District to comply with GAAP, although there may be departures from GAAP not identified. These statements are primarily intended for use in managing the District's operations and may not be suitable for other purposes. Users should be aware of these limitations when utilizing the financial statements.

**HAWTHORN METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado (originally as Hawthorn Metropolitan District No. 2), was organized by court order and decree of the District Court for the County of Jefferson on December 5, 2012, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was established to provide financing for the operations and maintenance and design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation/storm sewer, streets, park and recreation, transportation, mosquito control, safety protection, fire protection, television relay and translation, and security. The District was organized in conjunction with Hawthorn Metropolitan District No. 1, which is now dissolved.

The District is not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided as part of an intergovernmental agreement with the County.

On November 6, 2012, the District's voters authorized total indebtedness of \$300,000,000 for the above listed facilities and \$30,000,000 for operations and maintenance, \$30,000,000 for both intergovernmental and private agreements, and \$30,000,000 for refunding. The election also approved an annual increase in property taxes of \$5,000,000 without limitation of rate, to pay the District's operation and maintenance costs. Per the District's service plan, the maximum debt mill levy is 50.000 mills, as adjusted. The maximum mill levy is 55.663 mills. Additionally, the service plan limits the total amount of debt issued between both Districts to \$10,000,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting and in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property Taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the county Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and, generally, sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**HAWTHORN METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes (continued)

For property tax collection year 2026, HB24B-1001 set the assessment rates as follows:

Category	Rate
Single-Family Residential	6.25%
Multi-Family Residential	6.25%
Commercial	27.00%
Industrial	27.00%
Lodging	27.00%

Category	Rate
Agricultural Land	27.00%
Renewable Energy Land	27.00%
Vacant Land	27.00%
Personal Property	27.00%
State Assessed	27.00%
Oil & Gas Production	87.50%

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected.

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 4%.

Expenditures

County Treasurer's Fees

County Treasurer's collection fees have been computed at 1.5% of property taxes.

Administrative Expenditures

Administration expenses include the services necessary to maintain the District's administrative viability such as legal, accounting, insurance, dues and membership, and other administrative expenses.

Operations and Maintenance Expenditures

Anticipated operations and maintenance expenditures, such as landscaping, trash removal and snow removal, are shown on the General Fund page of the budget.

**HAWTHORN METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (continued)

Debt Service

Principal and interest payments in 2026 are provided based on the debt amortization schedule from the Series 2022 General Obligation Refunding Loan (discussed under Debt and Leases).

Debt and Leases

On August 3, 2022, the District issued its \$8,715,000 General Obligation Refunding Loan, Series 2022 (2022 Loan). The proceeds from the 2022 Loan was applied to refunding the 2017 Bonds of the District, reimbursing and paying the costs of issuing the 2022 Loan. The 2022 Loan bears interest at 3.942% and 4.928%, payable semi-annually on June 1 and December 1, beginning on December 1, 2022. Principal payments are due on December 1, beginning on December 1, 2022. The 2022 Loan matures on December 1, 2052. At its option, the District may prepay all or any part of the principal of the 2022 Loan on any date on or after August 3, 2032, without prepayment fee or penalty. The District intends to make prepayment(s) on or after August 3, 2032 as funds are available.

	Balance at December 31, 2024	Additions	Reductions	Balance at December 31, 2025*
Other Debts:			-	
Series 2022 Loan	\$ 8,345,000	\$ -	\$ 120,000	\$ 8,225,000
Developer Advances	120,000	-	120,000	-
Accrued Interest - Developer Advance	98,613	4,800	103,413	-
Total	<u>\$ 8,563,613</u>	<u>\$ 4,800</u>	<u>\$ 343,413</u>	<u>\$ 8,225,000</u>
	Balance at December 31, 2025*	Additions	Reductions	Balance at December 31, 2026*
Other Debts:				
Series 2022 Loan	\$ 8,225,000	\$ -	\$ 130,000	\$ 8,095,000
Total	<u>\$ 8,225,000</u>	<u>\$ -</u>	<u>\$ 130,000</u>	<u>\$ 8,095,000</u>

*Estimated

The District has no operating or capital leases.

Reserve Funds

Emergency Reserve

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending.

**HAWTHORN METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$8,715,000 General Obligation Refunding Loan Series 2022, Dated August 3, 2022 Interest Rate 3.942% to 4.928% Payable June 1 and December 1 Principal Due December 1			
Year Ending December 31,	Principal	Interest	Total
2026	\$ 130,000	\$ 328,733	\$ 458,733
2027	140,000	323,537	463,537
2028	155,000	318,813	473,813
2029	160,000	311,747	471,747
2030	175,000	305,352	480,352
2031	180,000	298,357	478,357
2032	200,000	291,961	491,961
2033	205,000	283,170	488,170
2034	225,000	274,976	499,976
2035	235,000	265,984	500,984
2036	250,000	257,294	507,294
2037	260,000	246,599	506,599
2038	280,000	236,208	516,208
2039	295,000	225,017	520,017
2040	315,000	213,811	528,811
2041	325,000	200,637	525,637
2042	340,000	187,647	527,647
2043	340,000	174,058	514,058
2044	365,000	160,909	525,909
2045	390,000	145,881	535,881
2046	405,000	130,294	535,294
2047	425,000	114,107	539,107
2048	445,000	97,387	542,387
2049	465,000	79,335	544,335
2050	485,000	60,751	545,751
2051	505,000	41,366	546,366
2052	530,000	21,241	551,241
	\$ 8,225,000	\$ 5,595,173	\$ 13,820,173

See selected information and the summary of significant assumptions.

Hawthorn Metropolitan District

Paid Claims

May 27, 2026 - September 4, 2026

Vendor	Ref #	Account Name	Account Number	Date Paid	Total
Animal & Pest Control Specialist, Inc	114932	Miscellaneous	7480	6/11/2026	175.00
Animal & Pest Control Specialist, Inc	115512	Miscellaneous	7480	7/21/2026	175.00
Animal & Pest Control Specialist, Inc	116221	Miscellaneous	7480	8/12/2026	175.00
Vendor Total					\$ 525.00
CliftonLarsonAllen LLP	L261318707	Accounting	7000	6/11/2026	1,872.85
CliftonLarsonAllen LLP	L261374271	Accounting	7000	7/21/2026	3,535.13
CliftonLarsonAllen LLP	L261461886	Accounting	7000	8/12/2026	2,360.82
Vendor Total					\$ 7,768.80
Compost Colorado LLC	85A8EB6B-0022	Compost collection	7720-44192-10001	6/11/2026	250.00
Compost Colorado LLC	85A8EB6B-0023	Compost collection	7720-44192-10001	7/21/2026	250.00
Compost Colorado LLC	85A8EB6B-0024	Compost collection	7720-44192-10001	8/12/2026	250.00
Vendor Total					\$ 750.00
Dazzio & Associates, PC	832	Auditing	7020	8/12/2026	6,000.00
Vendor Total					\$ 6,000.00
Diversified Underground	34492	Miscellaneous	7480	7/21/2026	54.00
Diversified Underground	34678	Miscellaneous	7480	8/12/2026	12.00
Diversified Underground	34871	Miscellaneous	7480	8/12/2026	18.00
Vendor Total					\$ 84.00
Environmental Landworks Company, Inc.	5054	Landscape improvements	7585-44192-10001	6/11/2026	360.00
Environmental Landworks Company, Inc.	5109	Snow removal	7595	6/11/2026	585.00
Environmental Landworks Company, Inc.	5307	Irrigation repairs	7582-44192-10001	6/11/2026	832.60
Environmental Landworks Company, Inc.	5357	Landscape maintenance contract	7585-44192-10002	6/11/2026	3,002.00
Environmental Landworks Company, Inc.	5594	Landscape improvements	7585-44192-10001	7/21/2026	3,375.00
Environmental Landworks Company, Inc.	5595	Landscape improvements	7585-44192-10001	7/21/2026	6,545.00
Environmental Landworks Company, Inc.	5602	Landscape improvements	7585-44192-10001	7/21/2026	1,850.00
Environmental Landworks Company, Inc.	5804	Irrigation repairs	7582-44192-10001	7/21/2026	1,162.00
Environmental Landworks Company, Inc.	5948	Irrigation repairs	7582-44192-10001	7/21/2026	112.62
Environmental Landworks Company, Inc.	5949	Irrigation repairs	7582-44192-10001	7/21/2026	1,391.97
Environmental Landworks Company, Inc.	6039	Landscape maintenance contract	7585-44192-10002	7/21/2026	3,002.00
Environmental Landworks Company, Inc.	6288	Irrigation repairs	7582-44192-10001	8/12/2026	590.98
Environmental Landworks Company, Inc.	6568	Landscape improvements	7585-44192-10001	8/12/2026	140.00
Environmental Landworks Company, Inc.	6663	Irrigation repairs	7582-44192-10001	8/12/2026	527.22
Environmental Landworks Company, Inc.	6702	Landscape improvements	7585-44192-10001	8/12/2026	1,158.24
Environmental Landworks Company, Inc.	6760	Landscape improvements	7585-44192-10001	8/12/2026	3,500.00
Environmental Landworks Company, Inc.	7135	Landscape maintenance contract	7585-44192-10002	8/12/2026	3,002.00
Vendor Total					\$ 31,136.63
Fastsigns of Midtown Denver	287-65928	Landscape improvements	7585-44192-10001	6/17/2026	137.15
Vendor Total					\$ 137.15
Gary B. Silverman	Reimbursement8646	Miscellaneous	7480	7/29/2026	125.66
Vendor Total					\$ 125.66
MSI, LLC	MSI073716	District management	7440	7/21/2026	1,124.00
MSI, LLC	MSI074259	District management	7440	7/21/2026	80.11
MSI, LLC	MS1074931	District management	7440	8/12/2026	1,124.00
MSI, LLC	MS1075351	District management	7440	8/12/2026	82.38
Vendor Total					\$ 2,410.49

Hawthorn Metropolitan District

Paid Claims

May 27, 2026 - September 4, 2026

Vendor	Ref #	Account Name	Account Number	Date Paid	Total
North Table Mountain W & S District	11250-01JUN26	North Table Mountain IGA	7750-44192-10001	7/29/2026	8,179.21
Vendor Total					\$ 8,179.21
UNCC	226030823	Miscellaneous	7480	6/11/2026	47.84
UNCC	226050823	Miscellaneous	7480	6/11/2026	47.84
UNCC	226060594	Miscellaneous	7480	7/21/2026	47.84
UNCC	226070506	Miscellaneous	7480	8/12/2026	47.84
Vendor Total					\$ 191.36
Waste Management	0143581-2514-5	Trash collection	7720	6/23/2026	4,771.98
Waste Management	0195155-2514-5	Trash collection	7720	7/22/2026	4,793.59
Waste Management	0242927-2514-0	Trash collection	7720	8/25/2026	4,916.26
Vendor Total					\$ 14,481.83
White Bear Ankele Tanaka & Waldron	48353	Legal	7460	6/11/2026	4,609.64
White Bear Ankele Tanaka & Waldron	48830	Legal	7460	7/21/2026	3,522.00
White Bear Ankele Tanaka & Waldron	49494	Legal	7460	8/12/2026	3,587.50
Vendor Total					\$ 11,719.14
Grand Total					\$ 83,509.27

Hawthorn Metropolitan District
Board of Directors Meeting
Monday September 14, 2026
2:00 pm via Zoom
Community Manager's Report

Covenant Violations:

- 34 current open or monitored violations. Violations are “Open” for weeds, lawn maintenance, and trash cans being left out. Several “Monitored” violations for painting. No Board decisions needed at this time.

Landscaping/Grounds:

- Mulch around swing area and volleyball net replacement have been completed. Sign was installed by blue tree swing. New lock installed on community compost can.

Architectural Requests:

- There are currently 2 open ARC requests. One is for a driveway extension and one is for painting.

Hawthorn Metro District Ground Contract Summary 2026-2027

GROUNDS/FERTILIZATION/WEED CONTROL & SNOW REMOVAL

CURRENT GROUNDS CONTRACT AMOUNT

CURRENT FERTILIZATION CONTRACT AMOUNT

Total:
\$0.00

ELCI		Schultz		Valor		CoCal			
									Grounds Maintenance
\$35,580	\$	28,200.00	\$	21,120.00	\$	33,834.90			Grounds
Incl.	\$	7,084.00	\$	763.00	\$	3,664.15			Weed/Fertilization
\$35,580.00		\$35,284.00		\$21,883.00		\$37,499.05			Total
									Sprinkler Repairs/Extra Aeration & Native Weed Control
\$ 87.00		80/160 emcy		85/150 emcy		85/95 emcy			Sprinkler Repairs / Hour
\$570.00	\$	800.00	\$	450.00	\$	526.89			Extra Aeration
Pending									Snow Removal
\$75.00	\$	78.00	\$	70.00	\$	85.00			/Hr. Hand Work
\$ 129.00	\$	131.00	\$	135.00	\$	120.00			/Hr. Plowing
\$ 125.00	\$	119.00	\$	95.00	\$	130.00			/Hr. ATV Plow or Blowing
\$ 175.00		na	\$	200.00	\$	150.00			Hr. Skid Steer (Bucket, Pusher, or Blower)
\$ 300.00	\$	275.00	\$	300.00	\$	200.00			/Hr. Loaders (Bucket or Pusher)
\$ 345.00	\$	212.00	\$	250.00	\$	200.00			/Hr. Dump Truck
\$2.20/lb	\$	0.86		55.00 50lb bag	\$	1.50			/Lb. Snow Melt
T&M	\$	170.00	\$	70.00		na			/Hr. Snow Melt Application
na		na		na		na			/Yd. for Sand Salt Mix
na		na		na		na			/Hr. Sand Salt Mix Application
\$ 360.00	\$	300.00	\$	300.00	\$	300.00			/Ton Ice Slicer
\$ 95.00	\$	170.00	\$	70.00	\$	85.00			/Hr. Ice Slicer Application
na		na		na		na			/Gal. Liquid Mag Chloride
na		na		na		na			/Mag Chloride Application
									Extras
N/A		NA		NA		NA			Clean Dumpster Enclosures
\$125/this year		190.00 Each	\$	175.00	\$	150.00			Backflow
T&M		No		No		No			Clean Drain Pans
Yes		Yes		Yes		Yes			Posting Signs
\$5,088/truck	\$	1,100.00				T&M			Winter Watering: Trees/Sod

**GROUNDS CARE
SNOW REMOVAL
FERTILIZATION/WEED/INSECT CONTROL
AGREEMENT**

NAME OF ASSOCIATION: Hawthorn Metro District

LOCATION: CSH 93 and 58th Ave. Golden, Co 80403

AGREEMENT

This AGREEMENT is made and entered into this 1st day of October, 2026, by and between; Hawthorn Metro District, hereinafter referred to as the **ASSOCIATION**, and CoCal, hereinafter referred to as the **CONTRACTOR**. It is hereby mutually agreed and understood that for and in consideration of the sum or sums to be paid to the **CONTRACTOR** by the **ASSOCIATION**, as set forth in this contract, the said **CONTRACTOR** shall furnish all labor, permits, equipment, accessories, and material and shall perform all work in a good, substantial, timely and workman like manner, in accordance with the provisions and specifications of this agreement.

MODIFICATION/AMENDMENT

1. No modification, amendment, or alteration may be made to this agreement unless mutually agreed, in writing, by both parties. This agreement may not be assigned without the written approval of the **ASSOCIATION**.

CONTRACT TERMS

2. The terms of this agreement shall begin on 10/1/26 and end on 9/30/27.
3. The **CONTRACTOR** will provide grounds care and maintenance only on the grounds of the **ASSOCIATION** as shown on the enclosed Map. If included, the **CONTRACTOR** will also provide fertilization of plant materials; weed and pest control applications on the grounds of the **ASSOCIATION**.

Yes ☒ No ☐ **CONTRACTOR will also provide Fertilization/Weed/Insect Control Services.**

Yes ☒ No ☐ **CONTRACTOR will also provide Snow Removal services as specified herein under Section 20.**

GROUNDS PAYMENT

4. The total grounds payment under this agreement, except fertilization/weed/insect control, snow removal and repairs is \$33,834.90. It is expressly understood that the following payments are for work done for the entire month, and that the dates listed are simply payment due dates. The **ASSOCIATION** will not be responsible for late charges, interest, or finance charges unless any payment is more than sixty (60) days late. Payment will be made monthly as follows:

Oct	\$ <u>3383.45</u>	(10%)	Apr	\$ <u>3383.45</u>	(10%)
Nov	\$ <u>3383.45</u>	(10%)	May	\$ <u>3383.45</u>	(10%)
Dec	\$ <u>1691.75</u>	(5%)	Jun	\$ <u>3383.45</u>	(10%)
Jan	\$ <u>1691.75</u>	(5%)	Jul	\$ <u>3383.45</u>	(10%)
Feb	\$ <u>1691.75</u>	(5%)	Aug	\$ <u>3383.45</u>	(10%)
Mar	\$ <u>1691.75</u>	(5%)	Sep	\$ <u>3383.45</u>	(10%)

Payments will be released between the 20th and the last day of the month due. The **CONTRACTOR** agrees not to contact the **MANAGING AGENT** requesting payment prior to due dates. All contract invoices must be received by the first of the month in order to be paid that month. Payment for any repairs or snow removal will be made within sixty (60) days of billing.

FERTILIZATION/WEED/INSECT CONTROL PAYMENT

5. The total fertilization/weed/insect control payment for fertilization of sod, weed control for sod and native areas and pre-emergent and weed control of rock beds under this agreement is \$ 3,664.15. This does not include fertilization or insect applications of plant material (trees and shrubs). See section 18.7. It is expressly understood that the following payments are for work done for the entire month and that the dates listed are simply payment due dates. The **ASSOCIATION** will not be responsible for late charges, interest, or finance charges unless any payment is more than sixty (60) days late. Payment will be made monthly in 7 equal amounts of 523.45, beginning March 1 and ending September 30. If the amount is not exactly divisible by _____, any odd amount will be paid in the final payment. Payments will be released between the 20th and the last day of the month due. The **CONTRACTOR** agrees not to contact the **MANAGING AGENT** requesting payment prior to due dates. All contract invoices must be received by the first of the month in order to be paid that month. IF IT IS APPARENT THAT APPLICATIONS REQUIRED ARE NOT PERFORMED, THE TOTAL PAYMENT LISTED IN PARAGRAPH 5.0 WILL BE REDUCED BY TWENTY-FIVE PERCENT (25%). THE REDUCTION WILL BE DEDUCTED FROM THE FOLLOWING MONTH'S PAYMENT.

INSURANCE

6. The **CONTRACTOR** agrees to carry a policy of general liability insurance with limits of at least \$1,000,000 and automobile liability of at least \$1,000,000, which policy shall name the **ASSOCIATION** and **MSI, LLC** as an additional insured. The **CONTRACTOR** also agrees to carry Worker's Compensation Insurance. **CONTRACTOR** must supply a copy of the certificate of insurance immediately upon verbal notification of contract acceptance. The contract cannot be processed without the certificate of insurance and, therefore, no payments will be processed without the certificate of insurance. The **CONTRACTOR** shall submit certifications of said insurance to **MANAGING AGENT**, as Certificate Holder, upon notification of accepted bid.

DAMAGE BY CONTRACTOR

7. Damages caused by the **CONTRACTOR** or their employees, shall be immediately repaired or replaced by the **CONTRACTOR** at no charge to the **ASSOCIATION**. All property damage that is thought to have been caused by the **CONTRACTOR** must be written up by the **ASSOCIATION** and the **CONTRACTOR** must be notified within thirty (30) days of observation or the **ASSOCIATION** agrees not to hold the **CONTRACTOR** responsible or liable for the damage. If the **CONTRACTOR** has been notified of damage claims in writing within 30 days of observation the **CONTRACTOR** has the right to dispute the claim within 30 days of notification. All property damage will be governed by these provisions.

DAMAGE - IMPROPER WINTERIZATION

7.1 The **CONTRACTOR** will pay for, any damages attributable to improper winterization of the sprinkler system, as determined by the **MANAGING AGENT**.

DAMAGE TO PLANT MATERIALS AND STRUCTURES

7.2 The **CONTRACTOR** will be responsible for any damage to trees, fencing, or structures due to string trimmers or mowers, including replacement of trees, if necessary.

DAMAGE DUE TO UNTIMELY RESPONSE

7.3 The **CONTRACTOR** will respond promptly to any sprinkler emergency and will be responsible for any damage attributable to untimely response.

DAMAGE – SNOW REMOVAL

7.4 The **CONTRACTOR** will become familiar with the drive/parking lot layout for snow removal operations and any hazards such as speed bumps, shrubs, posts, landscaping, garage doors, or air conditioners. Under normal snow depths of 12" or less the **CONTRACTOR** will be responsible for any damage done to such items, whether personal or **ASSOCIATION** property. However, the **ASSOCIATION** realizes that during blizzard and snow conditions over 12" in accumulation, heavy machinery may need to be utilized and that objects buried beneath the snow cannot be seen and that the **CONTRACTOR** will not be held responsible for such damage in the interest of providing efficient and cost-effective services for the **ASSOCIATION**.

COMMUNICATION

8. The **CONTRACTOR** will cooperate fully with the **MANAGING AGENT** and report any problems to them. The **CONTRACTOR** will be available and return all phone calls as soon as possible, within twenty-four (24) hours. After normal business hours, emergency calls will be returned within thirty (30) minutes of receipt of the call by pager, answering device, receptionist, or answering service. In the event that a response is not made within that time, the **CONTRACTOR** recognizes that the **MANAGING AGENT** may authorize another contractor to perform any emergency work and recognizes that the cost of such emergency work will be deducted from the next payment due under this contract. This only applies to costs above and beyond what the **ASSOCIATION** would have had to otherwise pay for the repairs.

SPRINKLER SYSTEM

9. The operation and repair of the sprinkler system is the responsibility of the **CONTRACTOR** as follows:

SPRINKLER WINTERIZATION/ACTIVATION

9.1 The sprinkler system will be winterized at a time appropriate for the weather conditions, but no later than November 15 by blowing out the lines with compressed air. At the approximate time of winterization, the **CONTRACTOR** will provide a final mowing and trimming for the season. The sprinkler system will be tested and be ready for use by early April. It will not be activated until weather conditions warrant. The cost of winterization and activation is included in this agreement. If there is danger of a hard freeze after testing, the **CONTRACTOR** will wrap all exposed lines. Any cost for wrapping will be an extra charge of \$105 per backflow.

SPRINKLER REPAIRS

9.2 Sprinkler damage will be promptly repaired. Any individual repair with an anticipated cost of over \$500.00 will require prior approval of the **MANAGING AGENT**. The **ASSOCIATION** will pay for labor at a rate of \$85.00 per hour for regular sprinkler repairs and a rate of \$95.00 for emergency repairs. Repairs will be billed for promptly. Any bills for repairs completed more than 60 days prior to receipt of a billing will be reduced by 25%.

SPRINKLER TESTING

9.3 As often as necessary, but no less than twice monthly, each turf zone on each clock and the sprinkler system rain sensors, if applicable, will be checked and adjusted to assure the sprinkler system is working properly and there are no brown spots. Drip irrigation zones will be inspected by identifying condition of plant material. If there are repairs necessary, other than routine adjustments, see section 9.2.

SPRINKLER ADJUSTMENTS/WATER CONSERVATION

9.4 The **CONTRACTOR** is responsible for the proper operation of the sprinkler system. The irrigation system will be set and operated by the **CONTRACTOR** to provide adequate water to keep the grass green but will not be over-watered. Watering times will be adjusted up or down, as often as necessary, to assure a healthy turf. The irrigation system will be set to operate only from 10:00 p.m. to 5:00 a.m., if possible. The **CONTRACTOR** shall practice water conservation by shutting off the system, as necessary, during lengthy rainy periods or after heavy rain falls and turning the system back on when appropriate. While practicing water conservation, the **CONTRACTOR** shall, at the same time, assure that the irrigated areas do not dry out. All sprinkler heads will be adjusted, if possible, to assure coverage and avoid over spray on walks, drives, tennis courts, concrete surfaces, or structures. Any variations to the above will require notification of the **MANAGING AGENT**, for Board approval.

ANNUAL BACKFLOW TESTING/INSPECTION

9.5 The **CONTRACTOR** will x will not _____ be responsible for performing any required annual backflow testing/inspections to the **ASSOCIATION'S** backflows as required by any local municipality, water district, or utility company. Testing/inspections will be performed at:

\$150.00 per 1" backflow device
\$150.00 per 2" backflow device
\$150.00 per 3" backflow device
\$150.00 per 4" backflow device

All reports will be forwarded to the entity requiring the backflow test/inspection and a copy of the report will be sent to the **MANAGING AGENT**.

ANNUAL BACKFLOW STORAGE

9.6 The **ASSOCIATION** owns the backflow devices and any backflow devices that may be stored by the **CONTRACTOR** and that are not returned to the **ASSOCIATION** will result in the **CONTRACTOR** reimbursing the **ASSOCIATION** for missing backflow devices that are stored during winter months.

Yes ☒ No ☐ The **CONTRACTOR** will provide storage and/or the costs to store in winter and to re-install in spring at the cost of \$Included.

WATER RESTRICTIONS

10.0 The **CONTRACTOR** is required to abide by any water restrictions/recommendations of the Municipality in which the **ASSOCIATION** is located.

DRY SPOTS

11.0 The **CONTRACTOR** will respond to complaints of "dry spots" as soon as possible and adjust the system accordingly.

TURF MAINTENANCE

12.0. The grounds of the **ASSOCIATION** will be maintained in accordance with the following specifications:

MOWING

12.1 Commencing with two (2) mows in October prior to winterization, the mowing will include two (2) mows in April, mowing weekly from May through September. Mowers will be set at two and one half (2 1/2) to three and one half (3 1/2) inches depending on weather conditions.

EDGING

12.2 All walks and driveways will be edged at a minimum of once a month. A cost of concrete curb line trimming will be provided by the **CONTRACTOR** as requested.

NATIVE AREAS

12.3 The Native Areas will be mowed in accordance with the map and the cost for such mowing is included in the base contract price (see 4.0). The Native Area will be mowed two (2) times per year with additional spot treatment of weeds and trimming with weed eaters conducted as needed based on plant growth (See Map). The first mowing of the native area will take place when the plant material reaches a height of 12 inches. The mowing will occur within three (3) weeks after the application of a broad leaf weed control herbicide.

DENTENTION/RETENTION PONDS

12.4 The contractor will ☐ will not ☒ be responsible for the detention/retention pond(s) located on the Association's property. This will include mowing, trimming, and keeping vegetation under control. The pond(s) is/are to be kept clear of all trash and debris at all times. All excess sediment from the basin, outflow, and inflow pipes should be removed. The contractor will provide proposals for any recommended herbicides to apply in the detention/retention pond(s) in order to control cat tails and other vegetation that becomes an issue.

Frequency and Types of Mowing:

Yes ☒ No ☐ All Native Area will be mowed two (2) times per year.

Yes ☒ No ☐ Beauty Bands (4-5 feet wide) will be mowed along the fence line as necessary

Yes ☒ No ☐ Both sides of all trails will be mowed with Beauty Bands monthly.

Chemical weed control applications will be conducted two (2) times per season with the cost included in the weed control payment outlined in section 5.0. One application will be applied at the beginning of the

growing season (May) and the other will be applied at the end of the growing season (September). The **CONTRACTOR** will use the appropriate chemicals for the species of weeds found in the Native Areas. The weed control application will be applied in a manner that does not interfere with any scheduled over-seeding to ensure that native growth can germinate and flourish without interference from chemical applications for weed control. **The CONTRACTOR will not mow or disturb any wetland plants that are considered protected.**

At the direction of the Board, additional weed control applications can be applied at a cost of \$2758.35 per application for spot spraying.

At the direction of the Board, additional mowing will be conducted at a cost of \$2585.94 per occurrence

At the direction of the Board the Native Area may be over-seeded after the final fall mowing at an additional cost of \$Time of Service Bid. The procedure for over-seeding will be applicable to the area covered and the type of seed used.

Trash, debris and any foreign materials will be removed from all Native Areas on a Time of Service bid basis.

GRASS CLIPPINGS

12.5 Grass clippings will be caught unless a mulching mower is used. If there are tennis courts or pool areas, care will be used to avoid grass clippings from getting into them. If clippings get in, they will be immediately removed before leaving the site.

CLEAN-UP

12.6 Walks, driveways, and streets will be swept or blown free of clippings and other debris after each mowing, as necessary. Pine needles and leaves in the driveway areas must be cleaned up monthly.

TRIMMING

12.7 The perimeter of all grassed areas and around curbs, fences, steps, and utility boxes will be trimmed to assure a neat and attractive appearance at the time of each mowing. Unless trees or structures have other protection, all trees in turf areas will be neatly ringed at the base, not more than eight (8) inches from the trunk, in the turf, with a "Round-up" type chemical, or will have flexible rubberized or plastic tree guards of proper size to eliminate the need for string-trimming. The cost of chemical protection is included in this agreement. If the Board chooses not to have tree rings, the cost for other protection, i.e. metal or plastic guards, is an additional expense of \$Time of Service bid per tree to be approved by the Board of Directors. Care will be used to avoid damage to any fence or posts.

WEEDING IN BEDS

- 13.0. All planting bark and rock beds will be maintained weed free by the **CONTRACTOR**, with service occurring weekly and no weeds going unattended for more than one (1) week. Sidewalks and curbs will be kept free of any vegetation on a continuing basis. Weed control is to be a consistent effort throughout the season and not an occasional effort once weeds establish themselves. IF BEDS OR SIDEWALKS/CURBS ARE INFESTED WITH WEEDS ON THE CONTRACT PAYMENT DATE IN PARAGRAPH 5.0, PAYMENT WILL BE DELAYED UNTIL SUCH TIME AS BEDS ARE WEEDDED. Weed control may be by pulling or chemical control, however, if chemical control is used, the **CONTRACTOR** will be responsible for replacing any plant material, including sod, which is killed or damaged by careless application. If chemical control is used, any weeds over one (1) inch tall, or any weed or cluster of weeds over one (1) inch in diameter, must be removed, once dead. The **CONTRACTOR** accepts the condition of the planting beds, as is, and may not use the condition as a means of limiting or avoiding weed control. The **CONTRACTOR** shall also apply at least 1 (one) application of pre-emergent weed control to all planting and rock beds at the beginning of the growing season to help prevent weeds from spreading throughout the beds.

PRUNING

- 14.0. The pruning that is required in this paragraph is included in the total price in Paragraph 4.0. Trees, shrubs, ornamental grasses, and other plant material will be pruned in the fall/winter and mid-

Summer and as often as necessary to remove dead and diseased plant materials and to provide a neat and attractive appearance. Tree pruning under this provision is limited to cuts up to heights of ten (10) feet above the ground. Plant materials adjacent to walks and drives will be pruned in a manner that will prevent branches from covering the walks or drives. Shrubs growing in front of windows will be pruned in a manner, which will result in an unimpeded view from the window, except where mature growth has already exceeded window height. Trees, shrubs, ornamental grasses, and other plant material will also be pruned in a manner that will prevent branches from impeding on utility lines/boxes, air conditioners, lights, water spigots, or access points that are necessary for general repair and maintenance. Care will be taken to reduce height as plant growth allows. Tree suckers will be removed continuously, as necessary, to maintain a neat appearance. The initial pruning will be no later than May 1. The only exception to pruning will be flowering shrubs which have not yet bloomed, or which are in mid-bloom at the time.

IF INITIAL PRUNING IS NOT DONE BY MAY 1 (FALL/WINTER PRUNE), FIVE (5) PERCENT OF THE PAYMENT DUE AT THE TIME OF DETERMINATION AS LISTED IN PARAGRAPH 4.0 MAY BE FORFEITED AND THE REMAINING PAYMENT WILL NOT BE RELEASED UNTIL PRUNING IS COMPLETED. IF A SECOND PRUNING (MID SUMMER) IS NOT DONE AT THE TIME OF THE SEPTEMBER PAYMENT LISTED IN PARAGRAPH 4.0, PAYMENT WILL BE DELAYED UNTIL PRUNING IS COMPLETED.

TRASH/DEBRIS CLEAN-UP

15.0 Trash, paper, and debris will be picked up and removed from the common areas weekly throughout the contract period, INCLUDING WINTER MONTHS. This provision applies to the entire common area, including private streets and drives; however, it does not require the **CONTRACTOR** to provide massive street sweeping. It is not acceptable to blow trash and debris unless it is swept up and removed from the site. The **CONTRACTOR** will remove all clippings, debris, and trash from the site. Dumpsters will not be used by **CONTRACTOR** for debris generated by **CONTRACTOR** services.

15.1 **Dumpster Enclosures** Yes _____ No x. The areas in and around dumpsters and dumpster enclosures will be cleaned and swept to remove all trash and debris. All trash and debris in and around the dumpsters will be placed in the dumpster on a weekly basis. The dumpsters will be removed temporarily from the dumpster enclosure if necessary, in order to get all trash and debris that may have accumulated out of the dumpster enclosure area. **It is the responsibility of the CONTRACTOR to analyze the time necessary to accomplish this task and the cost shall be included in this contract.**

15.2 **Pet Waste Stations** Yes _____ No x. _____ Number of Stations. All stations will be emptied and stocked as needed by the **CONTRACTOR**. Pet waste bags are: xincluded in the contract price or xwill be supplied by the **ASSOCIATION**.

15.3 **Drain Pans** Yes _____ No x. All drain pans will be cleaned 1 times per month. Cleaning will include the removal of debris/trash, mud, rocks, or landscape waste in all drain pans. Price is included in the contract.

LEAF REMOVAL

16.0. Leaf removal will occur once initially in October with two removals in November and one major clean-up to complete the process no later than December 15th, weather permitting. The **CONTRACTOR** is responsible for estimating and being knowledgeable in regard to the amount of time involved in the leaf removal effort. DECEMBER PAYMENT WILL BE HELD UNTIL FINAL LEAF REMOVAL IS COMPLETED.

AERATION

17.0 All turf areas will be aerated in the spring of the year prior to May 15. The cost of one (1) aeration per season is included in this agreement. Care will be taken to avoid damage to the sprinkler system. In the event that additional aerations are requested, the cost will be \$526.89 per aeration.

FERTILIZATION/WEED CONTROL APPLICATION/WINTER WATERING

- 18.0 THE **CONTRACTOR** SHALL ENSURE THAT THEY AND/OR THEIR APPLICATORS ARE LICENSED FOR APPLICATION OF CHEMICALS USED WHICH REQUIRE LICENSING. The **CONTRACTOR** shall NOT use chemicals which are not approved by any government authority having jurisdiction. Chemical application of fertilizer, weed control, and insect control to the grounds and plant materials shall be in accordance with the following specifications:

MANUFACTURER'S RECOMMENDATION

18.1 The chemical composition of each feeding will be in accordance with the manufacturer's recommendation in regard to the nutrients needed for the time of year of application.

UNIFORM APPLICATION

18.2 The **CONTRACTOR** will use extreme care to avoid "burning" and assure uniform application to avoid streaking.

NOTICE OF APPLICATION

18.3 The **CONTRACTOR** will notify the **MANAGING AGENT** in writing of the dates on which any chemical applications will be performed and the identification of the chemicals to be used. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN DELAY OF PAYMENT FOR THE MONTH IMMEDIATELY AFTER THE APPLICATION SHOULD HAVE BEEN PERFORMED.

POSTING SIGNS

18.4 The **CONTRACTOR** will Yes ☒ No ☐, be responsible for posting signs in the community, notifying residents of any chemical application which are planned, at least two days prior to the application being made. Signs must be posted in mailbox areas if mailboxes serve multiple residents, and at all main entry points into the community from each direction. If a Community Pool is present, signs will also be posted at the entrance/or near the pool area, and within the pool facility if spraying is to be conducted around a pool. The signs will be sufficient in size and readability to assure that residents can readily be aware of the pending chemical application. Within one (1) week after application all signs will be removed.

TURF AREAS - FERTILIZATION/WEED CONTROL

18.5 From March through September the turf areas will be fertilized as often as necessary in order to keep the turf healthy and deep green in appearance. All application will be included in the contract price, Section 5.0. All turf areas will receive application of weed control chemical at the time of application of fertilizer, or more frequently as necessary, to control weeds and eliminate them from the turf. The **CONTRACTOR** will visit the property periodically to assure that the chemical applied is appropriate for the weeds present in the turf.

PRE-EMERGENT

18.6 All turf areas, planting beds, and rock beds will receive an application of a pre-emergent weed control chemical at such time as weather permits in late winter or early spring, in accordance with manufacturer's recommendations.

TREE/SHRUB FERTILIZATION/PEST/DISEASE CONTROL

18.7 At the time of bidding, it is the **CONTRACTOR'S** responsibility to make an annual assessment of all the landscape plant material (trees and shrubs) at the project. In accordance with the age and species of trees and shrubs and pests and diseases noted during the assessment, a fertilization and insect control program appropriate to the project will be recommended and submitted. Such recommendation will comply with Colorado Department of Agriculture Regulations governing the State Pesticide Act and all applications will be in accordance with the manufacturer's recommendation. All insect control recommendations will be consistent with locally accepted practices and Colorado State University recommendations. The cost of applications in the recommendation is optional and will be performed upon the **ASSOCIATION'S** approval of a separately prepared bid, which if approved will be invoiced separately.

SITE VISITATION

18.8 It is required that the **CONTRACTOR** visit the project location as often as necessary, but at least monthly during the contract period to determine the effectiveness of the treatments and to update insect and pest recommendations. Additional pest problems will be reported to the **MANAGING AGENT** immediately. The cost of any additional treatments is not part of this agreement.

WEATHER LIMITATIONS

18.9 Chemicals will not be applied if weather conditions are detrimental to application, i.e. windy, raining, or snow on the ground.

WINTER WATERING

18.9.1 Winter Watering will cost \$T&M per application.

VARIANCE DUE TO WEATHER CONDITIONS

19.0 **CONTRACTOR** and **ASSOCIATION** agree that the necessity for certain services under the Agreement may vary depending on weather conditions. For example, in the event of drought conditions and mandatory watering restrictions, weekly mowing and trimming and monthly irrigation checks may not be required.

19.1 **CONTRACTOR** and **ASSOCIATION** agree to work together to ensure that work continues on the property to the best interests of the **ASSOCIATION** and its grounds and plant health care

19.2 **WINTER WATERING** – The **CONTRACTOR** will inform the **MANAGING AGENT** if winter watering is recommended. It is expected that the **CONTRACTOR** will use good judgment in suggesting the need for winter watering of trees/shrubs/sod to maintain their health. Winter watering will be an extra charge requiring Board approval. In the event winter watering is approved, the cost will be \$T&M per event for trees/shrubs. And \$T&M per event for sod watering.

SNOW REMOVAL

20. IF THIS APPLIES, THE ACCEPTED OPTION WILL BE MARKED AND INITIALED AT THE TIME OF ACCEPTANCE. The **CONTRACTOR** will provide snow removal during the Winter season in accordance with the following payment schedule:

HOURLY RATES

20.1 _____ **OPTION 1.** Provide snow removal on an hourly basis. Payment for snow removal will be made within sixty (60) days of billing at the rate of:

\$85.00 per hour for Hand work if necessary
\$120.00 per hour for Plow Truck
\$130.00 per hour for ATV/Rider with plow or blower
\$150.00 per hour for Skid Steer (bucket, pusher or blower)
\$200.00 per hour for Front End Loader (bucket or pusher)
\$200.00 per hour for Dump Trucks
\$1.50 per **pound** for Snow-melt material (sidewalk ice melt)
\$na per hour for snow-melt application (sidewalk ice melt)
\$na per **yard** Sand Salt Mix
\$na per hour Application of Sand Salt Mix
\$300.00 per **ton** Ice Slicer
\$85.00 per hour Application of Ice Slicer
\$1.30 per **gallon** Liquid Mag Chloride
\$85.00 per hour Application of Liquid Mag Chloride

NOTE: HOURLY SNOW REMOVAL RATES LISTED ABOVE WILL BE REDUCED BY TWENTY PERCENT (20%) IF SNOW REMOVAL IS NOT COMMENCED WITHIN 8 HOURS OF TERMINATION OF SNOWFALL OR IF THE COMPLETED SNOW REMOVAL JOB FOR ANY SNOWFALL IS

UNSATISFACTORY ACCORDING TO THE TERMS OF THIS AGREEMENT, WITH THE EXCEPTION OF EXTREME WEATHER CONDITIONS, BLIZZARDS AS DEFINED BY NOAA OR LARGE SNOW FALLS OF 12" OR MORE (THEY MAY REQUIRE ADDITIONAL TIME FOR SERVICE) CONTRACTOR MUST BE NOTIFIED OF THIS PENALTY WITHIN 72 HOURS OF COMPLETION OF SERVICES.

FLAT RATES

20.2 ~~na~~ **OPTION 2.** Provide snow removal for the entire term of the contract for a flat fee of \$_____ payable in five (5) equal monthly payments of \$_____ each from December to April. These payments are payable at the same time of payments listed in paragraph 2. NOTE: MONTHLY INSTALLMENTS WILL BE REDUCED BY 5% ON EACH OCCASION SNOW REMOVAL AFTER A SNOW FALL IS NOT COMMENCED WITHIN 8 HOURS OF TERMINATION OF SNOWFALL OR FOR EACH OCCASION IN WHICH SNOW REMOVAL HAS BEEN UNSATISFACTORY ACCORDING TO THE TERMS OF THIS AGREEMENT. PENALTIES INCLUDE BOTH HAND AND PLOW WORK.

SIDEWALK REQUIREMENTS

20.3 If snowfall is 2" inches or more, sidewalks, and MAIL KIOSK AREAS, if any, will be cleared. When clearing sidewalks, the emphasis will be upon providing a means of getting to and from homes and parking lots. All sidewalks will be cleared as per map. Snowmelt will be applied, as necessary, to assure a safe walking surface. Snowmelt material used will be of a non-corrosive type, which will not cause damage to concrete, asphalt, or sod. The **CONTRACTOR** is expected to be familiar with the sidewalk layout.

ICE MELT APPLICATION

20.4 After a snow event has occurred, the Board requests the vendor to return within 48 hours to treat all icy areas with ice melt; such as north facing areas, mailbox kiosks, clubhouse entrances, etc.

PRIVATE ROADS & PARKING AREAS REQUIREMENTS

20.5 If snowfall is 4" inches or more, snow removal on private roads and parking areas will be provided. Snow will be removed as soon as possible after snow has stopped falling, however if it is still snowing at 6:00 a.m. the private roads and parking lot will be cleared sufficiently to allow cars to get out, with a return to finish when snow stops.

COST EFFECTIVENESS EFFICIENCY

20.6 Snow will be piled in locations, which are agreed upon by **MANAGING AGENT** and **CONTRACTOR**. Snow will not be piled in locations that would impede drainage or block accessibility to areas that are vital to the **ASSOCIATION** or Emergency Vehicles/Personnel. The **CONTRACTOR** will remove snow in the most efficient manner possible. The **ASSOCIATION** will not be responsible to pay for any inefficiencies of snow removal. Snow will not be piled or furrowed behind parked cars, in front of garage doors, or in front of driveways.

20.7 While it is the intent to provide prompt and efficient snow removal, it is expected that the **CONTRACTOR** will use good judgment in conserving the snow removal funds of the **ASSOCIATION**.

COMMUNICATIONS DURING SNOW REMOVAL

20.8 The **CONTRACTOR** will inform the **MANAGING AGENT** as early as possible of their anticipated snow removal commencement and completion times and will report again once snow removal is finally completed.

SNOW REMOVAL MAP

20.9 If snow removal is required on private streets and drives, the **CONTRACTOR** will comply with the map provided. If not complied with, the **CONTRACTOR** will redo the snow removal as necessary to

comply with the map at no additional charge. If designated areas are unavailable, **CONTRACTOR** will use best judgment for placement.

COOPERATION WITH MANAGING AGENT

- 21.0. The **CONTRACTOR** hereby recognizes that MSI, LLC is the **MANAGING AGENT** for the **ASSOCIATION** and agrees to cooperate fully with the **MANAGING AGENT** in the administration of this contract. Any matters that arise that are determined to be outside of this contract should be brought to the **MANAGING AGENT'S** attention immediately.

EMPLOYEES OF CONTRACTOR

- 22.0. All personnel hired for the purpose of providing services described herein shall be employees of the **CONTRACTOR** and will be properly supervised by the **CONTRACTOR**. Under no circumstances will the **ASSOCIATION** be responsible for the payroll of the **CONTRACTOR**.

MAP

- 23.0. The attached grounds and snow map, Exhibit A, and snow removal map, is a part of this agreement. The **MANAGING AGENT** will make clarifications if necessary.

23.1 The **CONTRACTOR** and **ASSOCIATION** recognize that the entire area that is shown on the landscape plan should be bid for maintenance. If this is a growing Community and additional area is added during the season, the pro-ration will be changed accordingly. Pro-ration will be done on a square foot basis.

CONFLICTS

- 24.0 If there is a conflict between this agreement, and any other documentation, which the **CONTRACTOR** may have submitted with their proposal, this agreement will govern.

RIGHT TO WITHHOLD PAYMENT

- 25.0 **ASSOCIATION** may withhold such sums from any monies due or to become due to **CONTRACTOR** pursuant to this Agreement as the **ASSOCIATION** deems necessary to protect the **ASSOCIATION** from any loss, damage, or expense relating to or arising out of **CONTRACTOR'S** PERFORMANCE OF THE WORK, INCLUDING FAILURE TO PERFORM ANY WORK UNDER THIS Agreement in a satisfactory manner, or to prevent liens or in response to any claim or threatened claim of which the **ASSOCIATION** becomes aware concerning **CONTRACTOR** or the performance of **CONTRACTOR'S** duties hereunder. The **CONTRACTOR** must be notified in writing of any planned withholding within sixty (60) days of receipt of invoice. The **CONTRACTOR** will be given a reasonable opportunity to dispute the **ASSOCIATION'S** claim in writing or to remedy the **ASSOCIATION'S** claim before funds are withheld.

ARBITRATION/MEDIATION

- 26.0 Should a dispute occur; the **CONTRACTOR** agrees to binding arbitration in the county where the **ASSOCIATION** is located. The determination if arbitration is to be used is solely at the discretion of the **ASSOCIATION'S** Board of Directors.

TERMINATION

- 27.0. Either party may terminate this agreement, with or without cause, by notice at least 15 days prior to the effective date, in writing, to the other party, except that this agreement may be terminated immediately, without notice, for failure to perform. If terminated, final payment will be due within 15 days of the termination date and will be based upon a pro-ration of the fee due for that month through the date of termination, such payment to be considered payment, in full, for services performed under this agreement.

SUB-CONTRACTORS

- 28.0. The **CONTRACTOR** will list herein any subcontractors, which may be used during the course of this contract.

NAME

SERVICE PROVIDED

If none are used, leave blank. If subcontractors are used, the **CONTRACTOR** will be solely responsible for their actions and indemnify and hold harmless both the **ASSOCIATION** and the **MANAGING AGENT**, from any and all claims, liens, demands, damages, actions, or suits whatsoever which may arise from the use of a subcontractor. The **CONTRACTOR** will submit verification of Worker's Compensation and General Liability insurance, per paragraph 3, for all subcontractors prior to their commencing work. If no subcontractors are anticipated at the time of bidding but are determined to be used during the course of this agreement, complete information, per this paragraph, will be submitted in writing to the **MANAGING AGENT**. The use of a subcontractor without disclosure may be cause for immediate termination.

DEFAULT

29.0 In the event of default by either party, the defaulting party will be responsible for all costs incurred by the non-defaulting party in enforcement of the contract, including reasonable attorney's fees.

CONTACT INFORMATION

30.0 CONTRACTOR'S contact information is:

Phone _____ 1-800.328.3129 _____

Email _____ cocalcares@cocal.com _____

After Hours _____ 1-800.328.3129 _____

IN WITNESS WHEREOF, THE ASSOCIATION AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

ASSOCIATION: Hawthorne Metro District

BY: _____

TITLE: _____ BOARD PRESIDENT _____

DATE: _____

CONTRACTOR: Cocal Landscape Services

BY: _____ Matthew Rodriguez _____

TITLE: _____ Business Developer _____

DATE: _____ 7/10/2026 _____

**GROUNDS CARE
SNOW REMOVAL
FERTILIZATION/WEED/INSECT CONTROL
AGREEMENT**

NAME OF ASSOCIATION: Hawthorn Metro District

LOCATION: CSH 93 and 58th Ave. Golden, Co 80403

AGREEMENT

This AGREEMENT is made and entered into this 1st day of October, 2026, by and between; Hawthorn Metro District, hereinafter referred to as the **ASSOCIATION**, and Schultz, hereinafter referred to as the **CONTRACTOR**. It is hereby mutually agreed and understood that for and in consideration of the sum or sums to be paid to the **CONTRACTOR** by the **ASSOCIATION**, as set forth in this contract, the said **CONTRACTOR** shall furnish all labor, permits, equipment, accessories, and material and shall perform all work in a good, substantial, timely and workman like manner, in accordance with the provisions and specifications of this agreement.

MODIFICATION/AMENDMENT

1. No modification, amendment, or alteration may be made to this agreement unless mutually agreed, in writing, by both parties. This agreement may not be assigned without the written approval of the **ASSOCIATION**.

CONTRACT TERMS

2. The terms of this agreement shall begin on 10/1/26 and end on 9/30/27.
3. The **CONTRACTOR** will provide grounds care and maintenance only on the grounds of the **ASSOCIATION** as shown on the enclosed Map. If included, the **CONTRACTOR** will also provide fertilization of plant materials; weed and pest control applications on the grounds of the **ASSOCIATION**.

Yes ☒ No ☐ **CONTRACTOR** will also provide Fertilization/Weed/Insect Control Services.

Yes ☒ No ☐ **CONTRACTOR** will also provide Snow Removal services as specified herein under Section 20.

GROUNDS PAYMENT

4. The total grounds payment under this agreement, except fertilization/weed/insect control, snow removal and repairs is \$28,200.00. It is expressly understood that the following payments are for work done for the entire month, and that the dates listed are simply payment due dates. The **ASSOCIATION** will not be responsible for late charges, interest, or finance charges unless any payment is more than sixty (60) days late. Payment will be made monthly as follows:

Oct \$ <u>2,820.00</u> (10%)	Apr \$ <u>2,820.00</u> (10%)
Nov \$ <u>2,820.00</u> (10%)	May \$ <u>2,820.00</u> (10%)
Dec \$ <u>1,410.00</u> (5%)	Jun \$ <u>2,820.00</u> (10%)
Jan \$ <u>1,410.00</u> (5%)	Jul \$ <u>2,820.00</u> (10%)
Feb \$ <u>1,410.00</u> (5%)	Aug \$ <u>2,820.00</u> (10%)
Mar \$ <u>1,410.00</u> (5%)	Sep \$ <u>2,820.00</u> (10%)

Payments will be released between the 20th and the last day of the month due. The **CONTRACTOR** agrees not to contact the **MANAGING AGENT** requesting payment prior to due dates. All contract invoices must be received by the first of the month in order to be paid that month. Payment for any repairs or snow removal will be made within sixty (60) days of billing.

FERTILIZATION/WEED/INSECT CONTROL PAYMENT

5. The total fertilization/weed/insect control payment for fertilization of sod, weed control for sod and native areas and pre-emergent and weed control of rock beds under this agreement is \$ 7,084.00. This does not include fertilization or insect applications of plant material (trees and shrubs). See section 18.7. It is expressly understood that the following payments are for work done for the entire month and that the dates listed are simply payment due dates. The **ASSOCIATION** will not be responsible for late charges, interest, or finance charges unless any payment is more than sixty (60) days late. Payment will be made monthly in seven equal amounts of \$1,012.00, beginning March _____ and ending September _____. If the amount is not exactly divisible by _____, any odd amount will be paid in the final payment. Payments will be released between the 20th and the last day of the month due. The **CONTRACTOR** agrees not to contact the **MANAGING AGENT** requesting payment prior to due dates. All contract invoices must be received by the first of the month in order to be paid that month. IF IT IS APPARENT THAT APPLICATIONS REQUIRED ARE NOT PERFORMED, THE TOTAL PAYMENT LISTED IN PARAGRAPH 5.0 WILL BE REDUCED BY TWENTY-FIVE PERCENT (25%). THE REDUCTION WILL BE DEDUCTED FROM THE FOLLOWING MONTH'S PAYMENT.

INSURANCE

6. The **CONTRACTOR** agrees to carry a policy of general liability insurance with limits of at least \$1,000,000 and automobile liability of at least \$1,000,000, which policy shall name the **ASSOCIATION** and **MSI, LLC** as an additional insured. The **CONTRACTOR** also agrees to carry Worker's Compensation Insurance. **CONTRACTOR** must supply a copy of the certificate of insurance immediately upon verbal notification of contract acceptance. The contract cannot be processed without the certificate of insurance and, therefore, no payments will be processed without the certificate of insurance. The **CONTRACTOR** shall submit certifications of said insurance to **MANAGING AGENT**, as Certificate Holder, upon notification of accepted bid.

DAMAGE BY CONTRACTOR

7. Damages caused by the **CONTRACTOR** or their employees, shall be immediately repaired or replaced by the **CONTRACTOR** at no charge to the **ASSOCIATION**. All property damage that is thought to have been caused by the **CONTRACTOR** must be written up by the **ASSOCIATION** and the **CONTRACTOR** must be notified within thirty (30) days of observation or the **ASSOCIATION** agrees not to hold the **CONTRACTOR** responsible or liable for the damage. If the **CONTRACTOR** has been notified of damage claims in writing within 30 days of observation the **CONTRACTOR** has the right to dispute the claim within 30 days of notification. All property damage will be governed by these provisions.

DAMAGE - IMPROPER WINTERIZATION

7.1 The **CONTRACTOR** will pay for, any damages attributable to improper winterization of the sprinkler system, as determined by the **MANAGING AGENT**.

DAMAGE TO PLANT MATERIALS AND STRUCTURES

7.2 The **CONTRACTOR** will be responsible for any damage to trees, fencing, or structures due to string trimmers or mowers, including replacement of trees, if necessary.

DAMAGE DUE TO UNTIMELY RESPONSE

7.3 The **CONTRACTOR** will respond promptly to any sprinkler emergency and will be responsible for any damage attributable to untimely response.

DAMAGE – SNOW REMOVAL

7.4 The **CONTRACTOR** will become familiar with the drive/parking lot layout for snow removal operations and any hazards such as speed bumps, shrubs, posts, landscaping, garage doors, or air conditioners. Under normal snow depths of 12" or less the **CONTRACTOR** will be responsible for any damage done to such items, whether personal or **ASSOCIATION** property. However, the **ASSOCIATION** realizes that during blizzard and snow conditions over 12" in accumulation, heavy machinery may need to be utilized and that objects buried beneath the snow cannot be seen and that the **CONTRACTOR** will not be held responsible for such damage in the interest of providing efficient and cost-effective services for the **ASSOCIATION**.

COMMUNICATION

8. The **CONTRACTOR** will cooperate fully with the **MANAGING AGENT** and report any problems to them. The **CONTRACTOR** will be available and return all phone calls as soon as possible, within twenty-four (24) hours. After normal business hours, emergency calls will be returned within thirty (30) minutes of receipt of the call by pager, answering device, receptionist, or answering service. In the event that a response is not made within that time, the **CONTRACTOR** recognizes that the **MANAGING AGENT** may authorize another contractor to perform any emergency work and recognizes that the cost of such emergency work will be deducted from the next payment due under this contract. This only applies to costs above and beyond what the **ASSOCIATION** would have had to otherwise pay for the repairs.

SPRINKLER SYSTEM

9. The operation and repair of the sprinkler system is the responsibility of the **CONTRACTOR** as follows:

SPRINKLER WINTERIZATION/ACTIVATION

9.1 The sprinkler system will be winterized at a time appropriate for the weather conditions, but no later than November 15 by blowing out the lines with compressed air. At the approximate time of winterization, the **CONTRACTOR** will provide a final mowing and trimming for the season. The sprinkler system will be tested and be ready for use by early April. It will not be activated until weather conditions warrant. The cost of winterization and activation is included in this agreement. If there is danger of a hard freeze after testing, the **CONTRACTOR** will wrap all exposed lines. Any cost for wrapping will be an extra charge of \$105 each.

SPRINKLER REPAIRS

9.2 Sprinkler damage will be promptly repaired. Any individual repair with an anticipated cost of over \$500.00 will require prior approval of the **MANAGING AGENT**. The **ASSOCIATION** will pay for labor at a rate of \$80.00 per hour for regular sprinkler repairs and a rate of \$160.00 for emergency repairs. Repairs will be billed for promptly. Any bills for repairs completed more than 60 days prior to receipt of a billing will be reduced by 25%.

SPRINKLER TESTING

9.3 As often as necessary, but no less than twice monthly, each turf zone on each clock and the sprinkler system rain sensors, if applicable, will be checked and adjusted to assure the sprinkler system is working properly and there are no brown spots. Drip irrigation zones will be inspected by identifying condition of plant material. If there are repairs necessary, other than routine adjustments, see section 9.2.

SPRINKLER ADJUSTMENTS/WATER CONSERVATION

9.4 The **CONTRACTOR** is responsible for the proper operation of the sprinkler system. The irrigation system will be set and operated by the **CONTRACTOR** to provide adequate water to keep the grass green but will not be over-watered. Watering times will be adjusted up or down, as often as necessary, to assure a healthy turf. The irrigation system will be set to operate only from 10:00 p.m. to 5:00 a.m., if possible. The **CONTRACTOR** shall practice water conservation by shutting off the system, as necessary, during lengthy rainy periods or after heavy rain falls and turning the system back on when appropriate. While practicing water conservation, the **CONTRACTOR** shall, at the same time, assure that the irrigated areas do not dry out. All sprinkler heads will be adjusted, if possible, to assure coverage and avoid over spray on walks, drives, tennis courts, concrete surfaces, or structures. Any variations to the above will require notification of the **MANAGING AGENT**, for Board approval.

ANNUAL BACKFLOW TESTING/INSPECTION

9.5 The **CONTRACTOR** will X will not _____ be responsible for performing any required annual backflow testing/inspections to the **ASSOCIATION'S** backflows as required by any local municipality, water district, or utility company. Testing/inspections will be performed at:

\$190.00 per 1" backflow device
\$190.00 per 2" backflow device
\$190.00 per 3" backflow device
\$190.00 per 4" backflow device

All reports will be forwarded to the entity requiring the backflow test/inspection and a copy of the report will be sent to the **MANAGING AGENT**.

ANNUAL BACKFLOW STORAGE

9.6 The **ASSOCIATION** owns the backflow devices and any backflow devices that may be stored by the **CONTRACTOR** and that are not returned to the **ASSOCIATION** will result in the **CONTRACTOR** reimbursing the **ASSOCIATION** for missing backflow devices that are stored during winter months.

Yes ☒ No ☐ The **CONTRACTOR** will provide storage and/or the costs to store in winter and to re-install in spring at the cost of \$80.00 each.

WATER RESTRICTIONS

10.0 The **CONTRACTOR** is required to abide by any water restrictions/recommendations of the Municipality in which the **ASSOCIATION** is located.

DRY SPOTS

11.0 The **CONTRACTOR** will respond to complaints of "dry spots" as soon as possible and adjust the system accordingly.

TURF MAINTENANCE

12.0. The grounds of the **ASSOCIATION** will be maintained in accordance with the following specifications:

MOWING

12.1 Commencing with two (2) mows in October prior to winterization, the mowing will include two (2) mows in April, mowing weekly from May through September. Mowers will be set at two and one half (2 1/2) to three and one half (3 1/2) inches depending on weather conditions.

EDGING

12.2 All walks and driveways will be edged at a minimum of once a month. A cost of concrete curb line trimming will be provided by the **CONTRACTOR** as requested.

NATIVE AREAS

12.3 The Native Areas will be mowed in accordance with the map and the cost for such mowing is included in the base contract price (see 4.0). The Native Area will be mowed two (2) times per year with additional spot treatment of weeds and trimming with weed eaters conducted as needed based on plant growth (See Map). The first mowing of the native area will take place when the plant material reaches a height of 12 inches. The mowing will occur within three (3) weeks after the application of a broad leaf weed control herbicide.

DENTENTION/RETENTION PONDS

12.4 The contractor will ☒ will not ☐ be responsible for the detention/retention pond(s) located on the Association's property. This will include mowing, trimming, and keeping vegetation under control. The pond(s) is/are to be kept clear of all trash and debris at all times. All excess sediment from the basin, outflow, and inflow pipes should be removed. The contractor will provide proposals for any recommended herbicides to apply in the detention/retention pond(s) in order to control cat tails and other vegetation that becomes an issue.

Frequency and Types of Mowing:

Yes ☒ No ☐ All Native Area will be mowed two (2) times per year.

Yes ☒ No ☐ Beauty Bands (4-5 feet wide) will be mowed along the fence line as necessary

Yes ☒ No ☐ Both sides of all trails will be mowed with Beauty Bands monthly.

Chemical weed control applications will be conducted two (2) times per season with the cost included in the weed control payment outlined in section 5.0. One application will be applied at the beginning of the

growing season (May) and the other will be applied at the end of the growing season (September). The **CONTRACTOR** will use the appropriate chemicals for the species of weeds found in the Native Areas. The weed control application will be applied in a manner that does not interfere with any scheduled over-seeding to ensure that native growth can germinate and flourish without interference from chemical applications for weed control. **The CONTRACTOR will not mow or disturb any wetland plants that are considered protected.**

At the direction of the Board, additional weed control applications can be applied at a cost of \$2,600.00 per application for spot spraying.

At the direction of the Board, additional mowing will be conducted at a cost of \$2,000.00 per occurrence

At the direction of the Board the Native Area may be over-seeded after the final fall mowing at an additional cost of \$per bid. The procedure for over-seeding will be applicable to the area covered and the type of seed used.

Trash, debris and any foreign materials will be removed from all Native Areas on a weekly basis.

GRASS CLIPPINGS

12.5 Grass clippings will be caught unless a mulching mower is used. If there are tennis courts or pool areas, care will be used to avoid grass clippings from getting into them. If clippings get in, they will be immediately removed before leaving the site.

CLEAN-UP

12.6 Walks, driveways, and streets will be swept or blown free of clippings and other debris after each mowing, as necessary. Pine needles and leaves in the driveway areas must be cleaned up monthly.

TRIMMING

12.7 The perimeter of all grassed areas and around curbs, fences, steps, and utility boxes will be trimmed to assure a neat and attractive appearance at the time of each mowing. Unless trees or structures have other protection, all trees in turf areas will be neatly ringed at the base, not more than eight (8) inches from the trunk, in the turf, with a "Round-up" type chemical, or will have flexible rubberized or plastic tree guards of proper size to eliminate the need for string-trimming. The cost of chemical protection is included in this agreement. If the Board chooses not to have tree rings, the cost for other protection, i.e. metal or plastic guards, is an additional expense of \$30.00 per tree to be approved by the Board of Directors. Care will be used to avoid damage to any fence or posts.

WEEDING IN BEDS

- 13.0. All planting bark and rock beds will be maintained weed free by the **CONTRACTOR**, with service occurring weekly and no weeds going unattended for more than one (1) week. Sidewalks and curbs will be kept free of any vegetation on a continuing basis. Weed control is to be a consistent effort throughout the season and not an occasional effort once weeds establish themselves. IF BEDS OR SIDEWALKS/CURBS ARE INFESTED WITH WEEDS ON THE CONTRACT PAYMENT DATE IN PARAGRAPH 5.0, PAYMENT WILL BE DELAYED UNTIL SUCH TIME AS BEDS ARE WEEDED. Weed control may be by pulling or chemical control, however, if chemical control is used, the **CONTRACTOR** will be responsible for replacing any plant material, including sod, which is killed or damaged by careless application. If chemical control is used, any weeds over one (1) inch tall, or any weed or cluster of weeds over one (1) inch in diameter, must be removed, once dead. The **CONTRACTOR** accepts the condition of the planting beds, as is, and may not use the condition as a means of limiting or avoiding weed control. The **CONTRACTOR** shall also apply at least 1 (one) application of pre-emergent weed control to all planting and rock beds at the beginning of the growing season to help prevent weeds from spreading throughout the beds.

PRUNING

- 14.0. The pruning that is required in this paragraph is included in the total price in Paragraph 4.0. Trees, shrubs, ornamental grasses, and other plant material will be pruned in the fall/winter and mid-Summer and as often as necessary to remove dead and diseased plant materials and to provide a neat

and attractive appearance. Tree pruning under this provision is limited to cuts up to heights of ten (10) feet above the ground. Plant materials adjacent to walks and drives will be pruned in a manner that will prevent branches from covering the walks or drives. Shrubs growing in front of windows will be pruned in a manner, which will result in an unimpeded view from the window, except where mature growth has already exceeded window height. Trees, shrubs, ornamental grasses, and other plant material will also be pruned in a manner that will prevent branches from impeding on utility lines/boxes, air conditioners, lights, water spigots, or access points that are necessary for general repair and maintenance. Care will be taken to reduce height as plant growth allows. Tree suckers will be removed continuously, as necessary, to maintain a neat appearance. The initial pruning will be no later than May 1. The only exception to pruning will be flowering shrubs which have not yet bloomed, or which are in mid-bloom at the time.

IF INITIAL PRUNING IS NOT DONE BY MAY 1 (FALL/WINTER PRUNE), FIVE (5) PERCENT OF THE PAYMENT DUE AT THE TIME OF DETERMINATION AS LISTED IN PARAGRAPH 4.0 MAY BE FORFEITED AND THE REMAINING PAYMENT WILL NOT BE RELEASED UNTIL PRUNING IS COMPLETED. IF A SECOND PRUNING (MID SUMMER) IS NOT DONE AT THE TIME OF THE SEPTEMBER PAYMENT LISTED IN PARAGRAPH 4.0, PAYMENT WILL BE DELAYED UNTIL PRUNING IS COMPLETED.

TRASH/DEBRIS CLEAN-UP

15.0 Trash, paper, and debris will be picked up and removed from the common areas weekly throughout the contract period, INCLUDING WINTER MONTHS. This provision applies to the entire common area, including private streets and drives; however, it does not require the **CONTRACTOR** to provide massive street sweeping. It is not acceptable to blow trash and debris unless it is swept up and removed from the site. The **CONTRACTOR** will remove all clippings, debris, and trash from the site. Dumpsters will not be used by **CONTRACTOR** for debris generated by **CONTRACTOR** services.

15.1 **Dumpster Enclosures** Yes _____ No _____. The areas in and around dumpsters and dumpster enclosures will be cleaned and swept to remove all trash and debris. All trash and debris in and around the dumpsters will be placed in the dumpster on a weekly basis. The dumpsters will be removed temporarily from the dumpster enclosure if necessary, in order to get all trash and debris that may have accumulated out of the dumpster enclosure area. **It is the responsibility of the CONTRACTOR to analyze the time necessary to accomplish this task and the cost shall be included in this contract.**

15.2 **Pet Waste Stations** Yes ☒ No _____. _____ Number of Stations. All stations will be emptied and stocked as needed by the **CONTRACTOR**. Pet waste bags are: ☒ included in the contract price or _____ will be supplied by the **ASSOCIATION**.

15.3 **Drain Pans** Yes _____ No ☒. All drain pans will be cleaned _____ times per month. Cleaning will include the removal of debris/trash, mud, rocks, or landscape waste in all drain pans. Price is included in the contract.

LEAF REMOVAL

16.0. Leaf removal will occur once initially in October with two removals in November and one major clean-up to complete the process no later than December 15th, weather permitting. The **CONTRACTOR** is responsible for estimating and being knowledgeable in regard to the amount of time involved in the leaf removal effort. DECEMBER PAYMENT WILL BE HELD UNTIL FINAL LEAF REMOVAL IS COMPLETED.

AERATION

17.0 All turf areas will be aerated in the spring of the year prior to May 15. The cost of one (1) aeration per season is included in this agreement. Care will be taken to avoid damage to the sprinkler system. In the event that additional aerations are requested, the cost will be \$800.00 per aeration.

FERTILIZATION/WEED CONTROL APPLICATION/WINTER WATERING

18.0 THE **CONTRACTOR** SHALL ENSURE THAT THEY AND/OR THEIR APPLICATORS ARE LICENSED FOR APPLICATION OF CHEMICALS USED WHICH REQUIRE LICENSING. The **CONTRACTOR** shall

NOT use chemicals which are not approved by any government authority having jurisdiction. Chemical application of fertilizer, weed control, and insect control to the grounds and plant materials shall be in accordance with the following specifications:

MANUFACTURER'S RECOMMENDATION

18.1 The chemical composition of each feeding will be in accordance with the manufacturer's recommendation in regard to the nutrients needed for the time of year of application.

UNIFORM APPLICATION

18.2 The **CONTRACTOR** will use extreme care to avoid "burning" and assure uniform application to avoid streaking.

NOTICE OF APPLICATION

18.3 The **CONTRACTOR** will notify the **MANAGING AGENT** in writing of the dates on which any chemical applications will be performed and the identification of the chemicals to be used. **FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN DELAY OF PAYMENT FOR THE MONTH IMMEDIATELY AFTER THE APPLICATION SHOULD HAVE BEEN PERFORMED.**

POSTING SIGNS

18.4 The **CONTRACTOR** will Yes ☒ No ☐, be responsible for posting signs in the community, notifying residents of any chemical application which are planned, at least two days prior to the application being made. Signs must be posted in mailbox areas if mailboxes serve multiple residents, and at all main entry points into the community from each direction. If a Community Pool is present, signs will also be posted at the entrance/or near the pool area, and within the pool facility if spraying is to be conducted around a pool. The signs will be sufficient in size and readability to assure that residents can readily be aware of the pending chemical application. Within one (1) week after application all signs will be removed.

TURF AREAS - FERTILIZATION/WEED CONTROL

18.5 From March through September the turf areas will be fertilized as often as necessary in order to keep the turf healthy and deep green in appearance. All application will be included in the contract price, Section 5.0. All turf areas will receive application of weed control chemical at the time of application of fertilizer, or more frequently as necessary, to control weeds and eliminate them from the turf. The **CONTRACTOR** will visit the property periodically to assure that the chemical applied is appropriate for the weeds present in the turf.

PRE-EMERGENT

18.6 All turf areas, planting beds, and rock beds will receive an application of a pre-emergent weed control chemical at such time as weather permits in late winter or early spring, in accordance with manufacturer's recommendations.

TREE/SHRUB FERTILIZATION/PEST/DISEASE CONTROL

18.7 At the time of bidding, it is the **CONTRACTOR'S** responsibility to make an annual assessment of all the landscape plant material (trees and shrubs) at the project. In accordance with the age and species of trees and shrubs and pests and diseases noted during the assessment, a fertilization and insect control program appropriate to the project will be recommended and submitted. Such recommendation will comply with Colorado Department of Agriculture Regulations governing the State Pesticide Act and all applications will be in accordance with the manufacturer's recommendation. All insect control recommendations will be consistent with locally accepted practices and Colorado State University recommendations. The cost of applications in the recommendation is optional and will be performed upon the **ASSOCIATION'S** approval of a separately prepared bid, which if approved will be invoiced separately.

SITE VISITATION

18.8 It is required that the **CONTRACTOR** visit the project location as often as necessary, but at least monthly during the contract period to determine the effectiveness of the treatments and to update insect

and pest recommendations. Additional pest problems will be reported to the **MANAGING AGENT** immediately. The cost of any additional treatments is not part of this agreement.

WEATHER LIMITATIONS

18.9 Chemicals will not be applied if weather conditions are detrimental to application, i.e. windy, raining, or snow on the ground.

WINTER WATERING

18.9.1 Winter Watering will cost \$1,100.00 per application.

VARIANCE DUE TO WEATHER CONDITIONS

19.0 **CONTRACTOR** and **ASSOCIATION** agree that the necessity for certain services under the Agreement may vary depending on weather conditions. For example, in the event of drought conditions and mandatory watering restrictions, weekly mowing and trimming and monthly irrigation checks may not be required.

19.1 **CONTRACTOR** and **ASSOCIATION** agree to work together to ensure that work continues on the property to the best interests of the **ASSOCIATION** and its grounds and plant health care

19.2 **WINTER WATERING** – The **CONTRACTOR** will inform the **MANAGING AGENT** if winter watering is recommended. It is expected that the **CONTRACTOR** will use good judgment in suggesting the need for winter watering of trees/shrubs/sod to maintain their health. Winter watering will be an extra charge requiring Board approval. In the event winter watering is approved, the cost will be \$1,100.00 per event for trees/shrubs. And \$1,100.00 per event for sod watering.

SNOW REMOVAL

20. IF THIS APPLIES, THE ACCEPTED OPTION WILL BE MARKED AND INITIALED AT THE TIME OF ACCEPTANCE. The **CONTRACTOR** will provide snow removal during the Winter season in accordance with the following payment schedule:

HOURLY RATES

20.1 _____ **OPTION 1.** Provide snow removal on an hourly basis. Payment for snow removal will be made within sixty (60) days of billing at the rate of:

\$_____ per hour for Hand work if necessary
\$_____ per hour for Plow Truck
\$_____ per hour for ATV/Rider with plow or blower
\$_____ per hour for Skid Steer (bucket, pusher or blower)
\$_____ per hour for Front End Loader (bucket or pusher)
\$_____ per hour for Dump Trucks
\$_____ per **pound** for Snow-melt material (sidewalk ice melt)
\$_____ per hour for snow-melt application (sidewalk ice melt)
\$_____ per **yard** Sand Salt Mix
\$_____ per hour Application of Sand Salt Mix
\$_____ per **ton** Ice Slicer
\$_____ per hour Application of Ice Slicer
\$_____ per **gallon** Liquid Mag Chloride
\$_____ per hour Application of Liquid Mag Chloride

NOTE: HOURLY SNOW REMOVAL RATES LISTED ABOVE WILL BE REDUCED BY TWENTY PERCENT (20%) IF SNOW REMOVAL IS NOT COMMENCED WITHIN 8 HOURS OF TERMINATION OF SNOWFALL OR IF THE COMPLETED SNOW REMOVAL JOB FOR ANY SNOWFALL IS UNSATISFACTORY ACCORDING TO THE TERMS OF THIS AGREEMENT, WITH THE EXCEPTION OF EXTREME WEATHER CONDITIONS, BLIZZARDS AS DEFINED BY NOAA OR LARGE SNOW

FALLS OF 12" OR MORE (THEY MAY REQUIRE ADDITIONAL TIME FOR SERVICE) CONTRACTOR MUST BE NOTIFIED OF THIS PENALTY WITHIN 72 HOURS OF COMPLETION OF SERVICES.

FLAT RATES

20.2 _____ **OPTION 2.** Provide snow removal for the entire term of the contract for a flat fee of \$_____ payable in five (5) equal monthly payments of \$_____ each from December to April. These payments are payable at the same time of payments listed in paragraph 2. NOTE: MONTHLY INSTALLMENTS WILL BE REDUCED BY 5% ON EACH OCCASION SNOW REMOVAL AFTER A SNOW FALL IS NOT COMMENCED WITHIN 8 HOURS OF TERMINATION OF SNOWFALL OR FOR EACH OCCASION IN WHICH SNOW REMOVAL HAS BEEN UNSATISFACTORY ACCORDING TO THE TERMS OF THIS AGREEMENT. PENALTIES INCLUDE BOTH HAND AND PLOW WORK.

SIDEWALK REQUIREMENTS

20.3 If snowfall is _____ inches or more, sidewalks, and MAIL KIOSK AREAS, if any, will be cleared. When clearing sidewalks, the emphasis will be upon providing a means of getting to and from homes and parking lots. All sidewalks will be cleared as per map. Snowmelt will be applied, as necessary, to assure a safe walking surface. Snowmelt material used will be of a non-corrosive type, which will not cause damage to concrete, asphalt, or sod. The **CONTRACTOR** is expected to be familiar with the sidewalk layout.

ICE MELT APPLICATION

20.4 After a snow event has occurred, the Board requests the vendor to return within 48 hours to treat all icy areas with ice melt; such as north facing areas, mailbox kiosks, clubhouse entrances, etc.

PRIVATE ROADS & PARKING AREAS REQUIREMENTS

20.5 If snowfall is _____ inches or more, snow removal on private roads and parking areas will be provided. Snow will be removed as soon as possible after snow has stopped falling, however if it is still snowing at 6:00 a.m. the private roads and parking lot will be cleared sufficiently to allow cars to get out, with a return to finish when snow stops.

COST EFFECTIVENESS EFFICIENCY

20.6 Snow will be piled in locations, which are agreed upon by **MANAGING AGENT** and **CONTRACTOR**. Snow will not be piled in locations that would impede drainage or block accessibility to areas that are vital to the **ASSOCIATION** or Emergency Vehicles/Personnel. The **CONTRACTOR** will remove snow in the most efficient manner possible. The **ASSOCIATION** will not be responsible to pay for any inefficiencies of snow removal. Snow will not be piled or furrowed behind parked cars, in front of garage doors, or in front of driveways.

20.7 While it is the intent to provide prompt and efficient snow removal, it is expected that the **CONTRACTOR** will use good judgment in conserving the snow removal funds of the **ASSOCIATION**.

COMMUNICATIONS DURING SNOW REMOVAL

20.8 The **CONTRACTOR** will inform the **MANAGING AGENT** as early as possible of their anticipated snow removal commencement and completion times and will report again once snow removal is finally completed.

SNOW REMOVAL MAP

20.9 If snow removal is required on private streets and drives, the **CONTRACTOR** will comply with the map provided. If not complied with, the **CONTRACTOR** will redo the snow removal as necessary to comply with the map at no additional charge. If designated areas are unavailable, **CONTRACTOR** will use best judgment for placement.

COOPERATION WITH MANAGING AGENT

- 21.0. The **CONTRACTOR** hereby recognizes that MSI, LLC is the **MANAGING AGENT** for the **ASSOCIATION** and agrees to cooperate fully with the **MANAGING AGENT** in the administration of this contract. Any matters that arise that are determined to be outside of this contract should be brought to the **MANAGING AGENT'S** attention immediately.

EMPLOYEES OF CONTRACTOR

- 22.0. All personnel hired for the purpose of providing services described herein shall be employees of the **CONTRACTOR** and will be properly supervised by the **CONTRACTOR**. Under no circumstances will the **ASSOCIATION** be responsible for the payroll of the **CONTRACTOR**.

MAP

- 23.0. The attached grounds and snow map, Exhibit A, and snow removal map, is a part of this agreement. The **MANAGING AGENT** will make clarifications if necessary.

23.1 The **CONTRACTOR** and **ASSOCIATION** recognize that the entire area that is shown on the landscape plan should be bid for maintenance. If this is a growing Community and additional area is added during the season, the pro-ration will be changed accordingly. Pro-ration will be done on a square foot basis.

CONFLICTS

- 24.0 If there is a conflict between this agreement, and any other documentation, which the **CONTRACTOR** may have submitted with their proposal, this agreement will govern.

RIGHT TO WITHHOLD PAYMENT

- 25.0 **ASSOCIATION** may withhold such sums from any monies due or to become due to **CONTRACTOR** pursuant to this Agreement as the **ASSOCIATION** deems necessary to protect the **ASSOCIATION** from any loss, damage, or expense relating to or arising out of **CONTRACTOR'S** PERFORMANCE OF THE WORK, INCLUDING FAILURE TO PERFORM ANY WORK UNDER THIS Agreement in a satisfactory manner, or to prevent liens or in response to any claim or threatened claim of which the **ASSOCIATION** becomes aware concerning **CONTRACTOR** or the performance of **CONTRACTOR'S** duties hereunder. The **CONTRACTOR** must be notified in writing of any planned withholding within sixty (60) days of receipt of invoice. The **CONTRACTOR** will be given a reasonable opportunity to dispute the **ASSOCIATION'S** claim in writing or to remedy the **ASSOCIATION'S** claim before funds are withheld.

ARBITRATION/MEDIATION

- 26.0 Should a dispute occur, the **CONTRACTOR** agrees to binding arbitration in the county where the **ASSOCIATION** is located. The determination if arbitration is to be used is solely at the discretion of the **ASSOCIATION'S** Board of Directors.

TERMINATION

- 27.0. Either party may terminate this agreement, with or without cause, by notice at least 15 days prior to the effective date, in writing, to the other party, except that this agreement may be terminated immediately, without notice, for failure to perform. If terminated, final payment will be due within 15 days of the termination date and will be based upon a pro-ration of the fee due for that month through the date of termination, such payment to be considered payment, in full, for services performed under this agreement.

SUB-CONTRACTORS

- 28.0. The **CONTRACTOR** will list herein any subcontractors, which may be used during the course of this contract.

NAME

SERVICE PROVIDED

N/A _____

N/A _____

If none are used, leave blank. If subcontractors are used, the **CONTRACTOR** will be solely responsible for their actions and indemnify and hold harmless both the **ASSOCIATION** and the **MANAGING AGENT**, from any and all claims, liens, demands, damages, actions, or suits whatsoever which may arise from the use of a subcontractor. The **CONTRACTOR** will submit verification of Worker's Compensation and General Liability insurance, per paragraph 3, for all subcontractors prior to their commencing work. If no subcontractors are anticipated at the time of bidding but are determined to be used during the course of this agreement, complete information, per this paragraph, will be submitted in writing to the **MANAGING AGENT**. The use of a subcontractor without disclosure may be cause for immediate termination.

DEFAULT

29.0 In the event of default by either party, the defaulting party will be responsible for all costs incurred by the non-defaulting party in enforcement of the contract, including reasonable attorney's fees.

CONTACT INFORMATION

30.0 CONTRACTOR'S contact information is:

Phone 720-299-5630

Email krish@schultzindustries.net

After Hours 720-299-5685

IN WITNESS WHEREOF, THE ASSOCIATION AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

ASSOCIATION:

BY: _____

TITLE: BOARD PRESIDENT

DATE: _____

CONTRACTOR:

BY: 

TITLE: Branch Manager

DATE: 7-16-2026

Schultz Industries, Inc

2026-2027 Gas Price Dependent Snow Removal Rates

	<u>Gas Prices < \$4.00/gallon</u>	<u>Gas Prices => \$4.00/gallon</u>
Truck with plow	\$125.00/hr. (1 hr. minimum)	\$131.00/hr. (1 hr. minimum)
Hand shovel	\$76.00/hr. (1 hr. minimum)	\$78.00/hr. (1 hr. minimum)
ATV with plow	\$114.00/hr. (1 hr. minimum)	\$119.00/hr. (1 hr. minimum)
Hand application of ice melt	\$76.00/hr. (1 hr. minimum)	\$78.00/hr. (1 hr. minimum)
Granular ice melt material	\$0.86/lb.	\$0.90/lb.
Truck application of sand/slicer	\$158.00/hr. (1 hr. minimum)	\$170.00/hr. (1 hr. minimum)
Sand material	\$116.00/ton	\$122.00/ton
Granular "ice slicer" material	\$285.00/ton	\$300.00/ton
1 yard front end loader + \$125.00 mob. fee	\$265.00/hr. (1 hr. minimum)	\$275.00/hr. (1 hr. minimum)
3 yard front end loader + \$175.00 mob. fee.	\$320.00/hr. (1 hr. minimum)	\$340.00/hr. (1 hr. minimum)
Dump truck for hauling snow	\$200.00/hr. (1 hr. minimum)	\$212.00/hr. (1 hr. minimum)



Schultz Industries, Inc

7-16-2026

Date

Date



Customer:

Krystal Bigley
Hawthorn Metropolitan District No. 2
11022 Benton St.
Westminster, CO 80020

Property:

Hawthorn MD
19583 W 58th Place
Golden, CO 80403

SNOW MAINTENANCE AGREEMENT

This Snow Maintenance Agreement ("Agreement") is entered the **9/1/2026 12:00:00 AM**, by and between **Hawthorn MD** hereinafter referred to as the "Client" and **Environmental Landworks Company Inc.** (hereinafter referred to as the "Contractor"), for snow maintenance services at **Hawthorn MD 19583 W 58th Place Golden, CO 80403** (hereinafter referred to as the "Premises"). All billing will be submitted to **Allison Williams 2001 16th St, Suite 1700 Denver, CO 80201** For and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

I. DEFINITIONS

The term "Client" shall mean the Client as defined above, and where context requires shall also mean any responsible or duly authorized representative of Client for the Premises.

"ELCI Manager" shall mean the representative of the Contractor responsible for the overall supervision of the operations of the Contractor at the Premises.

The Term of this Agreement shall be from **9/1/2026 12:00:00 AM**, until **5/31/2027 12:00:00 AM**, unless terminated according to the terms of this Agreement. *(If the client requests snow maintenance services outside of the term of this Agreement, but after the Agreement has been signed, and Contractor performs the requested services, the provisions of this Agreement shall apply unless otherwise specifically agreed by the parties to this Agreement in a separate, signed writing.)*

II. GENERAL REQUIREMENTS/OBLIGATIONS

- A. Scope and Price. Contractor shall furnish all labor, equipment, accessories and material to perform snow maintenance activities as outlined on the Specifications Section below and on any Site Map, if any, prepared and attached to this Agreement as **Exhibit A**. These services shall be provided at the hourly rates set forth on the attached **Exhibit B**.
- B. Duty of Care. Contractor will perform the services set forth in this Agreement in a good and workmanlike manner consistent with applicable industry standards and in consideration of the natural conditions present.
- C. Resources and Staffing. Subject to II.D and VII.E below, Contractor shall maintain sufficient resources and equipment to be able to service the Property for the type and size of snowstorms customarily encountered in the area (1" to 8" of snowfall accumulation per day) where the Premises are located.
- D. Extraordinary Conditions. Accumulations greater than 8" may require larger or different types of equipment that are not normally a part of Contractor's fleet. Supplemental pricing per **Exhibit B** will apply in those circumstances where Contractor must rent equipment. In the event of a forecast storm greater than 8" the ELCI Manager may contact the Client and make recommendations for equipment and personnel to complete services in the expected time frame. If the Client agrees to Contractor's recommendations, *Client snow depth tolerances under Section V.A. will be suspended, and snow maintenance services will be performed in heavier snowfall areas. Managers will be notified via email or phone should these conditions arise: Snow fall rates*

exceeding 4" per hour, 18" of snow fall in a 24 hour period, snowfall lasting longer than 24 hours, or temperatures below 0 degrees Fahrenheit. Client understands that snow maintenance services under these conditions could require two or more trips addressing areas of highest need first. Client understands that this may result in additional time required to perform services under this Agreement at the Premises. In the event of a Government issued Snow Emergency Contractor will be entitled to discontinue snow operations under this Agreement if continued operations would be a violation of law. Contractor's normally available equipment includes, but is not limited to, dump trucks, front-end loaders, and additional trucks with blades, and this equipment is subject to availability based on Company's reasonable discretion based on its obligation to fulfill pre-existing commitments.

III. PAYMENT TERMS

Payments for snow maintenance activities will be made within thirty (30) days of billing at the rates outlined in Exhibit B. There will be a one (1) hour minimum charge per location per snow maintenance activity for the equipment and manpower sent to the Premises. Billing times will be rounded up to the nearest hour. Payments shall be made payable to Environmental Landworks Company, Inc. The Client agrees to pay one and one half percent (1.5%) per month interest on all past due accounts which are not paid within thirty (30) days. If payment for services rendered is delinquent by forty five (45) days or more, the Contractor will suspend services until the account is made current. If Client wants to contest an invoice it must be done within (30) days upon receiving said invoice. The Contractor will provide three (3) days' notice to the Manager of its intent to suspend services. In the event Contractor refers the collection of any past due account to an attorney for collection, Client agrees to pay Contractor's reasonable costs and attorney's fees associated with the collections.

IV. WORK NOT INCLUDED

- A. Sweeping or cleaning of sand or other materials used when performing services or cleaning accumulation of trash, sand or debris after snow melts.
- B. Cleanup of material used for snow services (Contractor can perform this cleanup upon Client's request on a T&M basis).
- C. Repair of concrete structures damaged by Contractor or third parties during blizzard events.
- D. Any other work not listed in this Agreement or its exhibits.

V. SPECIFICATIONS

A. Minimum Accumulation Standards:

Contractor will plow the snow when accumulation reaches a depth of 4 inches as determined by the nearest location for which a report is available on www.skyviewweather.com (or other standard agreed to by the parties), or as requested by the Client for an additional fee. Contractor will shovel the snow when accumulation reaches a depth of 3 inches (Green), 2 inches (Orange) & Trace inches (Mailboxes) as determined by the nearest location for which a report is available on www.skyviewweather.com (or other standard agreed to by the parties), or as requested by the Client for an additional fee. If no depth tolerance is entered in spaces provided above, Contractor will assume 2" depth tolerance for plowing and 1" for shoveling. Any Services required, after initial services are completed, will require client to contact contractor to request additional services. Any services required, after initial services are completed, will require client to contact contractor to request additional services.

B. Equipment. Equipment and materials to be used during normal events may include, but not be limited to, the following:

- 1. 3/4-ton & 1-ton trucks with 7.5-foot blades.
- 2. Dump truck with blade
- 3. Front end loaders/ skid steers
- 4. Sidewalk Equipment – ATV/UTV, Ventrac, Broom, MT55/85/100
- 5. Ice Slicer- Truck with slicer spreader

6. Polar Ice Melt (NaCl 98% & MgCl2 2%) – manual/mechanical broadcast
7. Storage Unit – on site storage for long term equipment

C. Notification Procedures for Requests for Service or to Forego Service:

- i. Automatic Services and Services on Request. Snow maintenance activities will be initiated when the Contractor reasonably determines conditions are such that maintenance operations are required based upon the accumulation specifications above, or when Contractor is specifically notified by the Client and when conditions and law permit snow maintenance activities to be undertaken according to the terms and conditions of this Agreement.
- ii. Foregoing Service. Client may choose to forego service for a specific time, but in any such case Client shall notify Contractor of any election to forego snow maintenance services at least 48-hours in advance, in which case Client assumes all risks associated with conditions on the Premises. Failure to give notice as required under this section may result in charges by Contractor for time, equipment, and administrative expenses.
- iii. Contact Persons. The following contact persons shall be the persons to whom any notices required under this Agreement shall be given:

For Notices/Contracts:

Name: Michael Sittaro
Email: michael@elciworks.com
17173 Mt Vernon Rd
Golden, CO 80401

For Contractor: Environmental Landworks Company, Inc.
(303) 862-9480; 8:00a.m.to 5:00p.m. and after hours on-call service, or (720) 291-2001 (ELCI Emergency Hotline).

For Client:

Name: Krystal Bigley
Email: krystalbigley@gmail.com
11022 Benton St.
Westminster, CO
80020

Client will notify the ELCI Manager of any substitute or replacement manager during periods the Manager is unavailable.

D. Site map. Areas where services will be performed will be listed on a site map:

- i. Site map. The site map, if one is created, shall be attached as **Exhibit A**, depth tolerances will be labeled where applicable, and shall be initialed by Client and Contractor before work is to be performed. Client shall inform Contractor of the location and nature of any and all hazards, concealed improvements, impediments, special circumstances or conditions known to Client and ensure that these are marked on the site map. Should no site map be created, Client agrees that Contractor may use its reasonable discretion in defining the area to be serviced and the area where snow may be stockpiled. Client shall be under a continuing duty to inform Contractor about the location and nature of any and all hazards, concealed improvements, impediments, special circumstances or conditions known to Client so that such conditions may be properly marked.
- ii. Meetings to prepare site map. Prior to the commencement of the first work by Contractor, Client shall meet with Contractor's designated representative and Client shall identify all pertinent property boundaries, any buried or concealed improvements, pre-existing damage, impediments, or potentially dangerous conditions existing on the Premises. Contractor may also add items to Exhibit A based upon observed conditions.
- iii. Service Request. Client shall indicate all areas where services are being requested and confirm these areas are properly marked on Exhibit A. Client shall initial and verify Exhibit A as

accurate and complete. Client understands Contractor is not responsible for damages to indicated areas, including, but not limited to: fences, retaining walls, plant material, etc.

VI. INSURANCE

Contractor agrees to maintain current insurance and to keep it in force during the term of this Agreement. Upon request by Client, Contractor shall obtain a Certificate of Insurance prior to the start of the work stated in this Agreement and deliver it to the ELCI Manager. Contractor shall also have its employees covered by Worker's Compensation and Employer's Liability Policies.

The minimum limits of insurance are as follows:

- | | |
|---------------------------|--|
| A. General Liability: | Minimum requirements are \$1,000,000 per occurrence/\$1,000,000 general aggregate. |
| B. Automobile Liability: | Minimum requirements are \$1,000,000 combined single limit. |
| C. Worker's compensation: | Statutory amount. |
| D. Employer's Liability: | \$1,000,000 each employee/accident/disease |

VII. LIMITATIONS, CLIENT RESPONSIBILITIES AND ASSUMPTION OF RISK:

A. Items on Exhibit A. Contractor shall not be liable to Client for damage to, injury or loss to or arising out of or related to items buried under the snow during blizzard events (i.e. curbs, turf, wheel stops, wires, hydrants, etc.) that are not identified on Exhibit A. Client shall notify the ELCI Manager immediately of any conditions which are not listed on Exhibit A and which may create a hazard to the public or to Contractor or its employees due to a snow event or due to services provided by Contractor under this Agreement.

B. Impediments. The Client shall be responsible for removal, or for causing the removal of all vehicles and other personal property, from parking lots, drives, access roads, and designated stockpile areas, so that the Contractor can properly and efficiently operate snow plowing equipment. Contractor shall not be liable for any claims, loss or damage caused by or arising out of stockpiled snow unless caused by stockpiling in an area where Client has expressly marked as forbidden areas for stockpiling on Exhibit A. Contractor shall not be obliged to perform services under this Agreement in any areas that are not accessible for the safe and efficient performance of services under this Agreement, or if designated areas for stockpiling snow are inaccessible or insufficient.

C. Salting and De-Icers. Client understand that deicers and sand salt mix may cause damage to the landscape and concrete surfaces. Contractor will not be responsible for damages these products may cause, and Client expressly assumes the risk of their use. If Client does not wish for these products to be used Client must indicate so specifically in writing, and note the areas where the products' use is prohibited on Exhibit A. Contractor will not be held liable for safety issues relating to or resulting from Client's direction not to use chemicals for ice mitigation, and Client expressly assumes the risk of their non-use.

D. Natural Conditions. Client understands that snow maintenance of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after snow maintenance and that Contractor assumes no liability for this naturally occurring condition. Client realizes that slick surfaces may be present at any time despite Contractor's efforts. Client assumes the risk of naturally occurring dangerous conditions related to snowfall, snow accumulation, ice formation and accumulation, which occur after Contractor provides services under this Agreement or which persist despite Contractor's provision of the services expressly called for under this Agreement. The Contractor will not be liable to Client for costs, fees, loss or damage that is/are not a direct result of Contractor's unexcused failure to comply with the specific requirements of this Agreement, including its exhibits. Nothing in this Agreement shall relieve Client of its legal obligations as a landowner nor shall this Agreement be construed as an agreement to indemnify, defend or hold Client harmless in the event of any claims made against Client or its tenants, or their agents, officers, directors, managers, employees, contractors or assigns arising out of conditions on the Premises. Client and Contractor shall both maintain insurance to protect against claims by third parties.

E. Force Majeure/Suspension of Work. Client acknowledges the severity and duration of weather events are matters outside of Contractor's control and that extreme weather may prevent the

Contractor from getting to the Premises either during, or immediately after the weather event. Contractor is not be responsible for Acts of God, unusual weather conditions, poor site drainage conditions, vandalism, incidence of disease or other illness that reaches outbreak, epidemic, and/or pandemic proportions or other causes affecting the area in which the Premises is located and/or the Contractor's labor and/or supply chain, or other events or conditions beyond the control of Contractor. Client further understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit, and agrees that Contractor shall have the right to stop work in these severe conditions (without penalty or liability) so as not to force unsafe conditions on employees.

F. C.R.S. § 13-21-129 Limitations on Defense and Indemnification. If the Contractor is any way or at any time required to defend and/or indemnify Client, its subsidiaries, affiliates, employees, agents, or contractors for damages or tort liability resulting from the acts or omissions of one or more of such persons or entities, and not the acts or omissions of the Contractor, such requirement shall be entirely void pursuant to C.R.S. § 13-21-129(3) to the extent the provision of applicable services by the Contractor are expressly prohibited by this Agreement.

VIII. TERMINATION:

By Client. Client may terminate this Agreement for convenience by giving 30-days written notice to Contractor. Client may terminate this Agreement if Contractor fails to cure any breach under this Agreement within three (3) days after written notice and right to cure is provided to the ELCI Manager. Final payment will be due within 15 days of the termination date for services rendered through the termination date. Such payment shall be considered payment, in full, for services performed under this Agreement.

By Contractor. Contractor may terminate this Agreement for convenience by giving 30-days written notice to Client. Contractor may also, at its election, suspend performance or terminate this Agreement, in the event Client fails to comply with a material term or condition of this Agreement, including but not limited to failure to pay. Contractor may terminate this Agreement if Client fails to cure any breach under this Agreement within three (3) days after written notice and right to cure is provided to the Client.

IX. MISCELLANEOUS:

A. Governing Law and Venue. This Agreement shall be interpreted and enforced according to the procedural and substantive laws of the State of Colorado, without regard to its conflicts of laws provisions. All parties shall submit and not object to jurisdiction and venue in the City and County of Denver, Colorado in connection with any claims arising out of this Agreement.

B. Entire Agreement. This Agreement, and any amendments hereto, constitutes the entire agreement, final and integrated, of the parties on these subjects. This Agreement may not be modified, interpreted, amended, waived, or revoked, unless by a writing signed by all parties hereto. This Agreement supersedes and replaces all prior agreements, discussions, acts, courses of dealing, and representations on these subjects, all of which are merged into, and superseded by, this Agreement. No party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements other than those contained in this Agreement.

C. Assignment. No party to this Agreement may assign its rights or delegate its duties or obligations under this Agreement without the written approval of all other parties hereto.

D. Severability. If any provision of this Agreement, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons, circumstances, or extent, will not be impaired. Except as otherwise specifically indicated, all references to this Agreement include any subsequent amendments to this Agreement.

E. Waiver. No right or obligation under this Agreement will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or by its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of

the right or obligation in any other instance, in any other respect, or at any other time.

IN WITNESS WHEREOF, THE CLIENT AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

By _____

Michael Hickerson

Date 8/18/2026

**Environmental Landworks
Company Inc**

By _____

Date

Hawthorn MD

Exhibit A: Site Map



Pink 4" PLOW TRAILS
GREEN 3" ATV PLOW
ORANGE 2" SHOVEL
MAILBOXES: TRACE

Exhibit B: Snow Rates

Snow Services | 2026-27

Plowing

Plow Truck	1.00	hr	\$129.00
Skid Steer with Box	1.00	hr	\$175.00
Front End Loader	1.00	hr	\$300.00

Walks Plowing

Snow Blower	1.00	hr	\$95.00
ATV/Snowrator	1.00	hr	\$125.00
Shovel	1.00	hr	\$75.00

De-icing Lots

Ice Slicer Application	1.00	hr	\$95.00
Ice Slicer	1.00	ton	\$360.00

T&M Walks Ice Melt

Ice Melt T&M	1.00	lb	\$2.20
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Other Services

Snow Staking

Plow Stakes	1.00	ea	\$3.00
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Storage Unit Rental

Storage Unit Rental	30.00	day	\$145.00
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Blizzard Services

Rentals

Skidsteer Rental	1.00	hr	\$210.00
Wheel Loader Rental	1.00	hr	\$375.00
Dump Truck Rental	1.00	hr	\$345.00

Snow Mobilization

Snow Mobilization	1.00	ea	\$480.00
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Snow Re-fueling

Fueling Equipment On Site	1.00	hr	\$75.00
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Environmental Landworks Company, Inc
17173 Mount Vernon Road
Golden, CO 80401
Phone: 303-862-9480

Customer:

Krystal Bigley
Hawthorn Metropolitan District No. 2
11022 Benton St.
Westminster, CO 80020

Property:

Hawthorn MD
19583 W 58th Place
Golden, CO 80403

12 Month Maintenance | 2027-28 Renewal

This Landscape Maintenance Agreement (hereinafter referred to as the “Agreement”) is entered the **April 1, 2027** by and between **Hawthorn MD c/o Krystal Bigley** (hereinafter referred to as the “Client”) and **Environmental Landworks Company Inc.** (hereinafter referred to as the “Contractor”), for site-specific landscape maintenance services at **Hawthorn MD 19583 W 58th Place, , Golden, Colorado 80403.** (hereinafter referred to as the “Premises”). All Billing will be submitted to: **Allison Williams | 2001 16th St, Suite 1700 Denver , Colorado 80201.** For and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

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. AGREEMENT TERM

The term of this Agreement shall be for a period commencing **April 1, 2027** and expiring **March 31, 2028** (the “Initial Term”). Upon mutual agreement between Client and Contractor and expiration of the initial term, Notwithstanding the foregoing, unless terminated pursuant to section VII below, this Agreement shall automatically renew each succeeding year for an additional one (1) year term. (the “Renewal Term”), on the same terms and conditions as the Initial Term. Where used in this Agreement, the word “Term” includes the Initial Term and any Renewal Term.

A. Pricing amendment

1. Contractor may submit a pricing amendment to the Client prior to the automatic renewal date for approval. Upon written approval, the pricing amendment will be added to this contract and replace pages 9 & 10 below

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.
- H. Areas where services will be performed (property boundary lines) shall be clearly marked on a site map. The site map shall be provided to Contractor by Client before work is to be performed. Client shall inform Contractor of the location and nature of any and all hazards, concealed improvements, impediments, special circumstances or conditions known to Client and ensure that these are marked on the site map. Should no site map be created, Client agrees that Contractor may use its reasonable discretion in defining the area to be serviced. Client shall be under a continuing duty to inform Contractor about the location and nature any and all hazards, concealed improvements, impediments, special circumstances or conditions known to Client so that hazards and improvements may be properly marked

IV. 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.

V. 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:

- A. General Liability: Minimum requirements are \$1,000,000 per occurrence/\$1,000,000 general aggregate.
- B. Automobile Liability: Minimum requirements are \$1,000,000 combined single limit.
- C. Worker's compensation: Statutory amount.
- D. Employer's Liability: \$1,000,000 each employee/accident/disease

VI. 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.

If notice to Client:	Hawthorn MD Attn: Krystal Bigley 11022 Benton St. Westminster, CO 80020
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If to Contractor:	Environmental Landworks Company, Inc. Attention: Ops Manager 17173 Mount Vernon Road Golden, CO 80401
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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.

VII. 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, 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.

VIII. 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.

IX. PAYMENT TERMS

Payments for invoiced services are expected within thirty (30) days of invoice date. The client agrees to pay two percent (2%) interest per month on all invoices that are not paid within thirty (30) days. Payments shall be made payable to Environmental Landworks Company Inc.

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.

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

Pricing is based on the current market for materials and consumables. Increases in costs of materials or consumables that exceed 10% may result in surcharges applying to work.

(Remainder of page left intentionally blank)

Services

Summer Services

- All turf grass areas to be mowed on a weekly basis at an approximate height of three (3) to four (4) inches during the active growing season (May through September). All turf grass areas to be mowed a minimum of one time when the turf grass is growing at a slower rate (April and October).
- Turf grass clippings will be mulched, and excessive clumps will be distributed or gathered and removed from the Premises. Catchers will be used as Contractor deems necessary. turf grass clippings will be swept or blown from hardscape, and curbs.
- The Contractor reserves the right to postpone/reallocate service until the next visit for any area deemed unsafe due to:
 - Excessive wetness due to improper drainage
 - Areas with large concentrations of pet droppings
 - Areas under construction
 - Areas in use at the time of mowing by groups of residents, children, or special groups
 - Early/late season weather
- All turf grass areas will be trimmed by mechanical means as necessary to present a well-groomed appearance.
- Hardscape (including concrete curbs) adjacent to turf grass areas are to be hard edged bi-weekly during the growing season with a steel-bladed edger.
- All turf grass and landscape beds shall be policed for the removal of debris and weeds over three (3) inches in height at the time of weekly services.

Pruning Services

- Pruning shall be performed consistent with reasonable industry standards to provide a well-groomed appearance. Trees and Shrubs under (10) feet in height are included as a part of this Agreement.
- The Contractor shall perform aesthetic pruning of all deciduous and evergreen shrubs 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.
- 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.
- Trees less than (10) feet will be pruned as needed to maintain sidewalk, roadway, and signage clearance.
- Structural, renewal, or corrective pruning is not included in this Agreement. Pricing available upon Client request.
- Chemical insect control by spraying, injection, or granular applications are not included in this Agreement. Price can be provided upon Client request.

Spring Services

- The Contractor shall remove leaves and litter from all landscaped areas within the Premises in the Spring. Debris will be removed from Premises.
- Ornamental grasses will be cut back in the spring to approximately eight (8) to (12) inches to promote new growth.

Aeration Services

- All irrigated turf areas will be core aerated in the Spring.

Irrigation Activation

- Contractor shall activate the irrigation system in the spring, in accordance with any governmental restrictions and regulations when the environmental conditions allow. Irrigation repairs exceeding the value of irrigation NTE will be presented as a proposal for Client's approval.

Irrigation Blowout

- Contractor shall winterize the irrigation system prior to December 1st, in accordance with any governmental restrictions and regulations.

Irrigation Services

- Contractor reserves the right to pre-emptively wrap/drain backflow if unseasonal weather conditions arise.
- Contractor shall inspect the irrigation system to ensure proper operation. 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, but is not limited to, pattern adjustments, raising or lowering heads, clearing of plugged lines, nozzles, 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 agreed upon by the Client and Contractor at the hourly rates as outlined in Exhibit "A" attached hereto plus materials and additional equipment, if required. Client agrees the Contractor shall perform irrigation repairs that do not exceed the dollar amount NTE of \$600.00, per occurrence. In the event that an irrigation system repair is estimated to exceed the value of the irrigation NTE, the Contractor will contact the Client for approval.
- All repairs made 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.
- Testing backflow prevention devices is not included in the Agreement. The Contractor will test backflow prevention devices upon Client request.

Chemical Weed Control & Fertilization - Turf Care

- Fertilization & Post-emergent herbicide applications to turf grass areas are included in this Agreement.
- Consistent with industry standards, a buffer area will be established by chemical application around all trees and wooden fence-lines in turf during the growing season. The Client must notify the Contractor if a buffer area is to be established by other means.
- Turf grass insect, pests, and disease control by spraying, injection or granular applications are not included in this Agreement. Price can be provided upon Client request.

Pre-Emergent - Bed Care

- The Contractor shall provide complete chemical program for the control of weeds. The Client understands that “weed free” is not a reasonable expectation. Complete control of weeds is not guaranteed. 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 ensure against an improper application that may cause further damage to turf grass, trees, or shrubs. The Contractor shall provide for the complete 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.
- Pre-emergent application(s) to mulch/rock bed areas is included in this Agreement.
- Non-selective herbicides 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 “B” attached hereto.

Fall Services

- The Contractor shall remove leaves and litter from all landscaped areas within the Premises in the Fall. The Client understands that this service will be performed after the majority of leaves have fallen OR be completed by November 30th, as weather conditions permit. Debris will be removed from Premises.
- Additional fall cleanup can be performed on a T&M basis.
- Perennials will be cut back in the Fall.

Winter Services

- Policing of landscaped areas November through March is included as a part of this Agreement.
- Site inspections of the Premises December through March are included as a part of this Agreement.

Native Services

- All native grass areas to be mowed at an approximate height of six (6) to seven (7) inches.
- One-time hazard removal is not included in this Agreement and may be required before native mowing services can be safely performed.
- All native grass areas will be trimmed by mechanical means as necessary to present a well-groomed appearance.
- Hardscape (including concrete curbs) adjacent to native grass areas are to be string trimmed with service. Edging around drain pans are excluded.
- Native grass area cleanup is not included in this Agreement. Pricing available upon request.

XI. Frequency Schedule

Maintenance Services	# of Frequencies
Summer Services	26
Pruning Services	2
Spring Services	1
Aeration Services	1
Irrigation Activation	1
Irrigation Blowout	1
Irrigation Services	13
Chemical Weed Control & Fertilization - Turf Care	3
Pre-Emergent - Bed Care	1
Fall Services	2
Winter Services	26
Native Services	2

Optional Services

Initial next to the Additional Optional Services you would like to accept and add to the Agreement.

_____ Tree Services	\$23,292.74
_____ Winter Water (Wagon/Water Truck)	\$5,088.00
_____ Pump Activation	\$478.50
_____ Pump Winterization	\$478.50
_____ Pump Inspections	\$478.50
_____ Aerations Services (Fall)	\$570.00
• All irrigated turf areas will be core aerated in the Fall.	
_____ Chemical Weed Control - Native Care	\$3,500.00
• Broadleaf native weed control application is included in this Agreement.	
_____ Additional Native Services	\$1,226.96
• All native grass adjacent to hardscapes, walkways and fence lines will be mowed at a minimum width of forty-eight (48) inches. Native grass to be mowed at an approximate height of six (6) to seven (7) inches. • String trimming instead of hard edging along hardscape adjacent to native grass areas is included. String trimming to occur with service.	
_____ Mulch Touch Up	\$1,191.00

Wood Mulch Installation

ELCI will provide all labor, materials, and equipment necessary to install premium wood mulch throughout designated landscape bed areas. Existing bed areas will be prepared as needed prior to installation. Mulch will be evenly applied to improve moisture retention, weed suppression, and overall landscape appearance. Care will be taken to protect existing plant material and irrigation components during installation. All work areas will be cleaned upon completion.

_____ Turf Overseeding	\$2,500.00
_____ Open Space Clean Up	\$1,315.00
_____ Drain Pan Clean Up	\$69.79

XII. PRICING

Payments will be split into equal monthly installments for the length of the term. See payment schedule in **Exhibit "A"** and initial.

Exhibit 'A' Payment Schedule

Schedule	Total Price
April	\$2,965.00
May	\$2,965.00
June	\$2,965.00
July	\$2,965.00
August	\$2,965.00
September	\$2,965.00
October	\$2,965.00
November	\$2,965.00
December	\$2,965.00
January	\$2,965.00
February	\$2,965.00
March	\$2,965.00
Contract Total:	\$35,580.00

IN WITNESS WHEREOF, THE CLIENT AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

By _____
VP of Strategic Initiatives

Date 9/4/2026

Environmental Landworks
Company Inc

By _____

Date _____
Hawthorn MD

Exhibit “B”

2026 Extra Work Rates

\$70.00	Per hour, Foreman.
\$65.00	Per hour, Laborer, General Labor.
\$87.00	Per hour, Irrigation Technician.
\$65.00	Per hour, Irrigation Helper.

- Billable time will be rounded to nearest ½ hour.
- Winter water carries a two hour minimum.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Dump fees, material costs, subcontractor fees and equipment fees will be added to invoices as applicable.
- A proposal for landscape projects is available upon request.
- Flower design, installation and maintenance is not included as a part of this Agreement. This service is available through a separate Color Management Agreement upon request of the Client
- Snow Management is not included as a part of this Agreement. This service is available to existing landscape management Clients through a separate Snow Management Agreement upon request of the Client.
- Any work not covered in this Agreement shall be done at the hourly rates as outlined in Exhibit “B”. If requested by the Client, the Contractor will provide a proposal for services not included in this Agreement.
- Emergency Calls should only be made to prevent damage to persons or property (including but not limited to continuously running water). An Emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 8:00 am to 5:00 pm, and holidays. Please contact the office at (303) 862-9480.

**GROUNDS CARE
SNOW REMOVAL
FERTILIZATION/WEED/INSECT CONTROL
AGREEMENT**

NAME OF ASSOCIATION: Hawthorn Metro District

LOCATION: CSH 93 and 58th Ave. Golden, Co 80403

AGREEMENT

This AGREEMENT is made and entered into this 1st day of October, 2026, by and between; Hawthorn Metro District, hereinafter referred to as the **ASSOCIATION**, and Valor Landscape, hereinafter referred to as the **CONTRACTOR**. It is hereby mutually agreed and understood that for and in consideration of the sum or sums to be paid to the **CONTRACTOR** by the **ASSOCIATION**, as set forth in this contract, the said **CONTRACTOR** shall furnish all labor, permits, equipment, accessories, and material and shall perform all work in a good, substantial, timely and workman like manner, in accordance with the provisions and specifications of this agreement.

MODIFICATION/AMENDMENT

1. No modification, amendment, or alteration may be made to this agreement unless mutually agreed, in writing, by both parties. This agreement may not be assigned without the written approval of the **ASSOCIATION**.

CONTRACT TERMS

2. The terms of this agreement shall begin on 10/1/26 and end on 9/30/27.
3. The **CONTRACTOR** will provide grounds care and maintenance only on the grounds of the **ASSOCIATION** as shown on the enclosed Map. If included, the **CONTRACTOR** will also provide fertilization of plant materials; weed and pest control applications on the grounds of the **ASSOCIATION**.

Yes ☒ No ☐ **CONTRACTOR will also provide Fertilization/Weed/Insect Control Services.**

Yes ☒ No ☐ **CONTRACTOR will also provide Snow Removal services as specified herein under Section 20.**

GROUNDS PAYMENT

4. The total grounds payment under this agreement, except fertilization/weed/insect control, snow removal and repairs is \$21,120.00. It is expressly understood that the following payments are for work done for the entire month, and that the dates listed are simply payment due dates. The **ASSOCIATION** will not be responsible for late charges, interest, or finance charges unless any payment is more than sixty (60) days late. Payment will be made monthly as follows:

Oct \$ <u>2,112.00</u> (10%)	Apr \$ <u>2,112.00</u> (10%)
Nov \$ <u>2,112.00</u> (10%)	May \$ <u>2,112.00</u> (10%)
Dec \$ <u>1,056.00</u> (5%)	Jun \$ <u>2,112.00</u> (10%)
Jan \$ <u>1,056.00</u> (5%)	Jul \$ <u>2,112.00</u> (10%)
Feb \$ <u>1,056.00</u> (5%)	Aug \$ <u>2,112.00</u> (10%)
Mar \$ <u>1,056.00</u> (5%)	Sep \$ <u>2,112.00</u> (10%)

Payments will be released between the 20th and the last day of the month due. The **CONTRACTOR** agrees not to contact the **MANAGING AGENT** requesting payment prior to due dates. All contract invoices must be received by the first of the month in order to be paid that month. Payment for any repairs or snow removal will be made within sixty (60) days of billing.



FERTILIZATION/WEED/INSECT CONTROL PAYMENT

5. The total fertilization/weed/insect control payment for fertilization of sod, weed control for sod and native areas and pre-emergent and weed control of rock beds under this agreement is \$ 763.00. This does not include fertilization or insect applications of plant material (trees and shrubs). See section 18.7. It is expressly understood that the following payments are for work done for the entire month and that the dates listed are simply payment due dates. The **ASSOCIATION** will not be responsible for late charges, interest, or finance charges unless any payment is more than sixty (60) days late. Payment will be made monthly in 7 equal amounts of \$109.00, beginning March 2027 and ending September 2027. If the amount is not exactly divisible by -----, any odd amount will be paid in the final payment. Payments will be released between the 20th and the last day of the month due. The **CONTRACTOR** agrees not to contact the **MANAGING AGENT** requesting payment prior to due dates. All contract invoices must be received by the first of the month in order to be paid that month. IF IT IS APPARENT THAT APPLICATIONS REQUIRED ARE NOT PERFORMED, THE TOTAL PAYMENT LISTED IN PARAGRAPH 5.0 WILL BE REDUCED BY TWENTY-FIVE PERCENT (25%). THE REDUCTION WILL BE DEDUCTED FROM THE FOLLOWING MONTH'S PAYMENT.

INSURANCE

6. The **CONTRACTOR** agrees to carry a policy of general liability insurance with limits of at least \$1,000,000 and automobile liability of at least \$1,000,000, which policy shall name the **ASSOCIATION** and **MSI, LLC** as an additional insured. The **CONTRACTOR** also agrees to carry Worker's Compensation Insurance. **CONTRACTOR** must supply a copy of the certificate of insurance immediately upon verbal notification of contract acceptance. The contract cannot be processed without the certificate of insurance and, therefore, no payments will be processed without the certificate of insurance. The **CONTRACTOR** shall submit certifications of said insurance to **MANAGING AGENT**, as Certificate Holder, upon notification of accepted bid.

DAMAGE BY CONTRACTOR

7. Damages caused by the **CONTRACTOR** or their employees, shall be immediately repaired or replaced by the **CONTRACTOR** at no charge to the **ASSOCIATION**. All property damage that is thought to have been caused by the **CONTRACTOR** must be written up by the **ASSOCIATION** and the **CONTRACTOR** must be notified within thirty (30) days of observation or the **ASSOCIATION** agrees not to hold the **CONTRACTOR** responsible or liable for the damage. If the **CONTRACTOR** has been notified of damage claims in writing within 30 days of observation the **CONTRACTOR** has the right to dispute the claim within 30 days of notification. All property damage will be governed by these provisions.

DAMAGE - IMPROPER WINTERIZATION

7.1 The **CONTRACTOR** will pay for, any damages attributable to improper winterization of the sprinkler system, as determined by the **MANAGING AGENT**.

DAMAGE TO PLANT MATERIALS AND STRUCTURES

7.2 The **CONTRACTOR** will be responsible for any damage to trees, fencing, or structures due to string trimmers or mowers, including replacement of trees, if necessary.

DAMAGE DUE TO UNTIMELY RESPONSE

7.3 The **CONTRACTOR** will respond promptly to any sprinkler emergency and will be responsible for any damage attributable to untimely response.

DAMAGE - SNOW REMOVAL

7.4 The **CONTRACTOR** will become familiar with the drive/parking lot layout for snow removal operations and any hazards such as speed bumps, shrubs, posts, landscaping, garage doors, or air conditioners. Under normal snow depths of 12" or less the **CONTRACTOR** will be responsible for any damage done to such items, whether personal or **ASSOCIATION** property. However, the **ASSOCIATION** realizes that during blizzard and snow conditions over 12" in accumulation, heavy machinery may need to be utilized and that objects buried beneath the snow cannot be seen and that the **CONTRACTOR** will not be held responsible for such damage in the interest of providing efficient and cost-effective services for the **ASSOCIATION**.

COMMUNICATION

8. The **CONTRACTOR** will cooperate fully with the **MANAGING AGENT** and report any problems to them. The **CONTRACTOR** will be available and return all phone calls as soon as possible, within twenty-four (24) hours. After normal business hours, emergency calls will be returned within thirty (30) minutes of receipt of the call by pager, answering device, receptionist, or answering service. In the event that a response is not made within that time, the **CONTRACTOR** recognizes that the **MANAGING AGENT** may authorize another contractor to perform any emergency work and recognizes that the cost of such emergency work will be deducted from the next payment due under this contract. This only applies to costs above and beyond what the **ASSOCIATION** would have had to otherwise pay for the repairs.

SPRINKLER SYSTEM

9. The operation and repair of the sprinkler system is the responsibility of the **CONTRACTOR** as follows:

SPRINKLER WINTERIZATION/ACTIVATION

9.1 The sprinkler system will be winterized at a time appropriate for the weather conditions, but no later than November 15 by blowing out the lines with compressed air. At the approximate time of winterization, the **CONTRACTOR** will provide a final mowing and trimming for the season. The sprinkler system will be tested and be ready for use by early April. It will not be activated until weather conditions warrant. The cost of winterization and activation is included in this agreement. If there is danger of a hard freeze after testing, the **CONTRACTOR** will wrap all exposed lines. Any cost for wrapping will be an extra charge of \$100.00.

SPRINKLER REPAIRS

9.2 Sprinkler damage will be promptly repaired. Any individual repair with an anticipated cost of over \$500.00 will require prior approval of the **MANAGING AGENT**. The **ASSOCIATION** will pay for labor at a rate of \$85.00 per hour for regular sprinkler repairs and a rate of \$150.00 for emergency repairs. Repairs will be billed for promptly. Any bills for repairs completed more than 60 days prior to receipt of a billing will be reduced by 25%.

SPRINKLER TESTING

9.3 As often as necessary, but no less than twice monthly, each turf zone on each clock and the sprinkler system rain sensors, if applicable, will be checked and adjusted to assure the sprinkler system is working properly and there are no brown spots. Drip irrigation zones will be inspected by identifying condition of plant material. If there are repairs necessary, other than routine adjustments, see section 9.2.

SPRINKLER ADJUSTMENTS/WATER CONSERVATION

9.4 The **CONTRACTOR** is responsible for the proper operation of the sprinkler system. The irrigation system will be set and operated by the **CONTRACTOR** to provide adequate water to keep the grass green but will not be over-watered. Watering times will be adjusted up or down, as often as necessary, to assure a healthy turf. The irrigation system will be set to operate only from 10:00 p.m. to 5:00 a.m., if possible. The **CONTRACTOR** shall practice water conservation by shutting off the system, as necessary, during lengthy rainy periods or after heavy rain falls and turning the system back on when appropriate. While practicing water conservation, the **CONTRACTOR** shall, at the same time, assure that the irrigated areas do not dry out. All sprinkler heads will be adjusted, if possible, to assure coverage and avoid over spray on walks, drives, tennis courts, concrete surfaces, or structures. Any variations to the above will require notification of the **MANAGING AGENT**, for Board approval.

ANNUAL BACKFLOW TESTING/INSPECTION

9.5 The **CONTRACTOR** will ☒ will not ☐ be responsible for performing any required annual backflow testing/inspections to the **ASSOCIATION'S** backflows as required by any local municipality, water district, or utility company. Testing/inspections will be performed at:

\$175.00 per 1" backflow device
\$275.00 per 2" backflow device
\$350.00 per 3" backflow device
\$475.00 per 4" backflow device

All reports will be forwarded to the entity requiring the backflow test/inspection and a copy of the report will be sent to the **MANAGING AGENT**.

ANNUAL BACKFLOW STORAGE

9.6 The **ASSOCIATION** owns the backflow devices and any backflow devices that may be stored by the **CONTRACTOR** and that are not returned to the **ASSOCIATION** will result in the **CONTRACTOR** reimbursing the **ASSOCIATION** for missing backflow devices that are stored during winter months.

Yes ☐ No ☒ The **CONTRACTOR** will provide storage and/or the costs to store in winter and to re-install in spring at the cost of \$_____.

WATER RESTRICTIONS

10.0 The **CONTRACTOR** is required to abide by any water restrictions/recommendations of the Municipality in which the **ASSOCIATION** is located.

DRY SPOTS

11.0 The **CONTRACTOR** will respond to complaints of "dry spots" as soon as possible and adjust the system accordingly.

TURF MAINTENANCE

12.0. The grounds of the **ASSOCIATION** will be maintained in accordance with the following specifications:

MOWING

12.1 Commencing with two (2) mows in October prior to winterization, the mowing will include two (2) mows in April, mowing weekly from May through September. Mowers will be set at two and one half (2 1/2) to three and one half (3 1/2) inches depending on weather conditions.

EDGING

12.2 All walks and driveways will be edged at a minimum of once a month. A cost of concrete curb line trimming will be provided by the **CONTRACTOR** as requested.

NATIVE AREAS

12.3 The Native Areas will be mowed in accordance with the map and the cost for such mowing is included in the base contract price (see 4.0). The Native Area will be mowed two (2) times per year with additional spot treatment of weeds and trimming with weed eaters conducted as needed based on plant growth (See Map). The first mowing of the native area will take place when the plant material reaches a height of 12 inches. The mowing will occur within three (3) weeks after the application of a broad leaf weed control herbicide.

DENTENTION/RETENTION PONDS

12.4 The contractor will ☒ will not ☐ be responsible for the detention/retention pond(s) located on the Association's property. This will include mowing, trimming, and keeping vegetation under control. The pond(s) is/are to be kept clear of all trash and debris at all times. All excess sediment from the basin, outflow, and inflow pipes should be removed. The contractor will provide proposals for any recommended herbicides to apply in the detention/retention pond(s) in order to control cat tails and other vegetation that becomes an issue.

Frequency and Types of Mowing:

Yes ☒ No ☐ All Native Area will be mowed two (2) times per year.

Yes ☐ No ☒ Beauty Bands (4-5 feet wide) will be mowed along the fence line as necessary

Yes ☐ No ☒ Both sides of all trails will be mowed with Beauty Bands monthly.

Chemical weed control applications will be conducted two (2) times per season with the cost included in the weed control payment outlined in section 5.0. One application will be applied at the beginning of the

growing season (May) and the other will be applied at the end of the growing season (September). The **CONTRACTOR** will use the appropriate chemicals for the species of weeds found in the Native Areas. The weed control application will be applied in a manner that does not interfere with any scheduled over-seeding to ensure that native growth can germinate and flourish without interference from chemical applications for weed control. **The CONTRACTOR will not mow or disturb any wetland plants that are considered protected.**

At the direction of the Board, additional weed control applications can be applied at a cost of \$T&M per application for spot spraying.

At the direction of the Board, additional mowing will be conducted at a cost of \$T&M per occurrence

At the direction of the Board the Native Area may be over-seeded after the final fall mowing at an additional cost of \$T&M. The procedure for over-seeding will be applicable to the area covered and the type of seed used.

Trash, debris and any foreign materials will be removed from all Native Areas on a T&M basis.

GRASS CLIPPINGS

12.5 Grass clippings will be caught unless a mulching mower is used. If there are tennis courts or pool areas, care will be used to avoid grass clippings from getting into them. If clippings get in, they will be immediately removed before leaving the site.

CLEAN-UP

12.6 Walks, driveways, and streets will be swept or blown free of clippings and other debris after each mowing, as necessary. Pine needles and leaves in the driveway areas must be cleaned up monthly.

TRIMMING

12.7 The perimeter of all grassed areas and around curbs, fences, steps, and utility boxes will be trimmed to assure a neat and attractive appearance at the time of each mowing. Unless trees or structures have other protection, all trees in turf areas will be neatly ringed at the base, not more than eight (8) inches from the trunk, in the turf, with a "Round-up" type chemical, or will have flexible rubberized or plastic tree guards of proper size to eliminate the need for string-trimming. The cost of chemical protection is included in this agreement. If the Board chooses not to have tree rings, the cost for other protection, i.e. metal or plastic guards, is an additional expense of \$20.00 per tree to be approved by the Board of Directors. Care will be used to avoid damage to any fence or posts.

WEEDING IN BEDS

- 13.0. All planting bark and rock beds will be maintained weed free by the **CONTRACTOR**, with service occurring weekly and no weeds going unattended for more than one (1) week. Sidewalks and curbs will be kept free of any vegetation on a continuing basis. Weed control is to be a consistent effort throughout the season and not an occasional effort once weeds establish themselves. IF BEDS OR SIDEWALKS/CURBS ARE INFESTED WITH WEEDS ON THE CONTRACT PAYMENT DATE IN PARAGRAPH 5.0, PAYMENT WILL BE DELAYED UNTIL SUCH TIME AS BEDS ARE WEEDDED. Weed control may be by pulling or chemical control, however, if chemical control is used, the **CONTRACTOR** will be responsible for replacing any plant material, including sod, which is killed or damaged by careless application. If chemical control is used, any weeds over one (1) inch tall, or any weed or cluster of weeds over one (1) inch in diameter, must be removed, once dead. The **CONTRACTOR** accepts the condition of the planting beds, as is, and may not use the condition as a means of limiting or avoiding weed control. The **CONTRACTOR** shall also apply at least 1 (one) application of pre-emergent weed control to all planting and rock beds at the beginning of the growing season to help prevent weeds from spreading throughout the beds.

PRUNING

- 14.0. The pruning that is required in this paragraph is included in the total price in Paragraph 4.0. Trees, shrubs, ornamental grasses, and other plant material will be pruned in the fall/winter and mid-Summer and as often as necessary to remove dead and diseased plant materials and to provide a neat

and attractive appearance. Tree pruning under this provision is limited to cuts up to heights of ten (10) feet above the ground. Plant materials adjacent to walks and drives will be pruned in a manner that will prevent branches from covering the walks or drives. Shrubs growing in front of windows will be pruned in a manner, which will result in an unimpeded view from the window, except where mature growth has already exceeded window height. Trees, shrubs, ornamental grasses, and other plant material will also be pruned in a manner that will prevent branches from impeding on utility lines/boxes, air conditioners, lights, water spigots, or access points that are necessary for general repair and maintenance. Care will be taken to reduce height as plant growth allows. Tree suckers will be removed continuously, as necessary, to maintain a neat appearance. The initial pruning will be no later than May 1. The only exception to pruning will be flowering shrubs which have not yet bloomed, or which are in mid-bloom at the time.

IF INITIAL PRUNING IS NOT DONE BY MAY 1 (FALL/WINTER PRUNE), FIVE (5) PERCENT OF THE PAYMENT DUE AT THE TIME OF DETERMINATION AS LISTED IN PARAGRAPH 4.0 MAY BE FORFEITED AND THE REMAINING PAYMENT WILL NOT BE RELEASED UNTIL PRUNING IS COMPLETED. IF A SECOND PRUNING (MID SUMMER) IS NOT DONE AT THE TIME OF THE SEPTEMBER PAYMENT LISTED IN PARAGRAPH 4.0, PAYMENT WILL BE DELAYED UNTIL PRUNING IS COMPLETED.

TRASH/DEBRIS CLEAN-UP

- 15.0 Trash, paper, and debris will be picked up and removed from the common areas weekly throughout the contract period, INCLUDING WINTER MONTHS. This provision applies to the entire common area, including private streets and drives; however, it does not require the **CONTRACTOR** to provide massive street sweeping. It is not acceptable to blow trash and debris unless it is swept up and removed from the site. The **CONTRACTOR** will remove all clippings, debris, and trash from the site. Dumpsters will not be used by **CONTRACTOR** for debris generated by **CONTRACTOR** services.

15.1 **Dumpster Enclosures** Yes _____ No ☒. The areas in and around dumpsters and dumpster enclosures will be cleaned and swept to remove all trash and debris. All trash and debris in and around the dumpsters will be placed in the dumpster on a weekly basis. The dumpsters will be removed temporarily from the dumpster enclosure if necessary, in order to get all trash and debris that may have accumulated out of the dumpster enclosure area. **It is the responsibility of the CONTRACTOR to analyze the time necessary to accomplish this task and the cost shall be included in this contract.**

15.2 **Pet Waste Stations** Yes ☒ No _____. _____ Number of Stations. All stations will be emptied and stocked as needed by the **CONTRACTOR**. Pet waste bags are: _____ included in the contract price or ☒ will be supplied by the **ASSOCIATION**.

15.3 **Drain Pans** Yes _____ No ☒. All drain pans will be cleaned _____ times per month. Cleaning will include the removal of debris/trash, mud, rocks, or landscape waste in all drain pans. Price is included in the contract.

LEAF REMOVAL

- 16.0. Leaf removal will occur once initially in October with two removals in November and one major clean-up to complete the process no later than December 15th, weather permitting. The **CONTRACTOR** is responsible for estimating and being knowledgeable in regard to the amount of time involved in the leaf removal effort. DECEMBER PAYMENT WILL BE HELD UNTIL FINAL LEAF REMOVAL IS COMPLETED.

AERATION

- 17.0 All turf areas will be aerated in the spring of the year prior to May 15. The cost of one (1) aeration per season is included in this agreement. Care will be taken to avoid damage to the sprinkler system. In the event that additional aerations are requested, the cost will be \$450.00 per aeration.

FERTILIZATION/WEED CONTROL APPLICATION/WINTER WATERING

- 18.0 THE **CONTRACTOR** SHALL ENSURE THAT THEY AND/OR THEIR APPLICATORS ARE LICENSED FOR APPLICATION OF CHEMICALS USED WHICH REQUIRE LICENSING. The **CONTRACTOR** shall

NOT use chemicals which are not approved by any government authority having jurisdiction. Chemical application of fertilizer, weed control, and insect control to the grounds and plant materials shall be in accordance with the following specifications:

MANUFACTURER'S RECOMMENDATION

18.1 The chemical composition of each feeding will be in accordance with the manufacturer's recommendation in regard to the nutrients needed for the time of year of application.

UNIFORM APPLICATION

18.2 The **CONTRACTOR** will use extreme care to avoid "burning" and assure uniform application to avoid streaking.

NOTICE OF APPLICATION

18.3 The **CONTRACTOR** will notify the **MANAGING AGENT** in writing of the dates on which any chemical applications will be performed and the identification of the chemicals to be used. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN DELAY OF PAYMENT FOR THE MONTH IMMEDIATELY AFTER THE APPLICATION SHOULD HAVE BEEN PERFORMED.

POSTING SIGNS

18.4 The **CONTRACTOR** will Yes ☒ No ☐, be responsible for posting signs in the community, notifying residents of any chemical application which are planned, at least two days prior to the application being made. Signs must be posted in mailbox areas if mailboxes serve multiple residents, and at all main entry points into the community from each direction. If a Community Pool is present, signs will also be posted at the entrance/or near the pool area, and within the pool facility if spraying is to be conducted around a pool. The signs will be sufficient in size and readability to assure that residents can readily be aware of the pending chemical application. Within one (1) week after application all signs will be removed.

TURF AREAS - FERTILIZATION/WEED CONTROL

18.5 From March through September the turf areas will be fertilized as often as necessary in order to keep the turf healthy and deep green in appearance. All application will be included in the contract price, Section 5.0. All turf areas will receive application of weed control chemical at the time of application of fertilizer, or more frequently as necessary, to control weeds and eliminate them from the turf. The **CONTRACTOR** will visit the property periodically to assure that the chemical applied is appropriate for the weeds present in the turf.

PRE-EMERGENT

18.6 All turf areas, planting beds, and rock beds will receive an application of a pre-emergent weed control chemical at such time as weather permits in late winter or early spring, in accordance with manufacturer's recommendations.

TREE/SHRUB FERTILIZATION/PEST/DISEASE CONTROL

18.7 At the time of bidding, it is the **CONTRACTOR'S** responsibility to make an annual assessment of all the landscape plant material (trees and shrubs) at the project. In accordance with the age and species of trees and shrubs and pests and diseases noted during the assessment, a fertilization and insect control program appropriate to the project will be recommended and submitted. Such recommendation will comply with Colorado Department of Agriculture Regulations governing the State Pesticide Act and all applications will be in accordance with the manufacturer's recommendation. All insect control recommendations will be consistent with locally accepted practices and Colorado State University recommendations. The cost of applications in the recommendation is optional and will be performed upon the **ASSOCIATION'S** approval of a separately prepared bid, which if approved will be invoiced separately.

SITE VISITATION

18.8 It is required that the **CONTRACTOR** visit the project location as often as necessary, but at least monthly during the contract period to determine the effectiveness of the treatments and to update insect

AGING AGENT

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FALLS OF 12" OR MORE (THEY MAY REQUIRE ADDITIONAL TIME FOR SERVICE) CONTRACTOR MUST BE NOTIFIED OF THIS PENALTY WITHIN 72 HOURS OF COMPLETION OF SERVICES.

FLAT RATES

20.2 ----- **OPTION 2.** Provide snow removal for the entire term of the contract for a flat fee of \$----- payable in five (5) equal monthly payments of \$----- each from December to April. These payments are payable at the same time of payments listed in paragraph 2. NOTE: MONTHLY INSTALLMENTS WILL BE REDUCED BY 5% ON EACH OCCASION SNOW REMOVAL AFTER A SNOW FALL IS NOT COMMENCED WITHIN 8 HOURS OF TERMINATION OF SNOWFALL OR FOR EACH OCCASION IN WHICH SNOW REMOVAL HAS BEEN UNSATISFACTORY ACCORDING TO THE TERMS OF THIS AGREEMENT. PENALTIES INCLUDE BOTH HAND AND PLOW WORK.

SIDEWALK REQUIREMENTS

20.3 If snowfall is 2 inches or more, sidewalks, and MAIL KIOSK AREAS, if any, will be cleared. When clearing sidewalks, the emphasis will be upon providing a means of getting to and from homes and parking lots. All sidewalks will be cleared as per map. Snowmelt will be applied, as necessary, to assure a safe walking surface. Snowmelt material used will be of a non-corrosive type, which will not cause damage to concrete, asphalt, or sod. The **CONTRACTOR** is expected to be familiar with the sidewalk layout.

ICE MELT APPLICATION

20.4 After a snow event has occurred, the Board requests the vendor to return within 48 hours to treat all icy areas with ice melt; such as north facing areas, mailbox kiosks, clubhouse entrances, etc.

PRIVATE ROADS & PARKING AREAS REQUIREMENTS

20.5 If snowfall is 2 inches or more, snow removal on private roads and parking areas will be provided. Snow will be removed as soon as possible after snow has stopped falling, however if it is still snowing at 6:00 a.m. the private roads and parking lot will be cleared sufficiently to allow cars to get out, with a return to finish when snow stops.

COST EFFECTIVENESS EFFICIENCY

20.6 Snow will be piled in locations, which are agreed upon by **MANAGING AGENT** and **CONTRACTOR**. Snow will not be piled in locations that would impede drainage or block accessibility to areas that are vital to the **ASSOCIATION** or Emergency Vehicles/Personnel. The **CONTRACTOR** will remove snow in the most efficient manner possible. The **ASSOCIATION** will not be responsible to pay for any inefficiencies of snow removal. Snow will not be piled or furrowed behind parked cars, in front of garage doors, or in front of driveways.

20.7 While it is the intent to provide prompt and efficient snow removal, it is expected that the **CONTRACTOR** will use good judgment in conserving the snow removal funds of the **ASSOCIATION**.

COMMUNICATIONS DURING SNOW REMOVAL

20.8 The **CONTRACTOR** will inform the **MANAGING AGENT** as early as possible of their anticipated snow removal commencement and completion times and will report again once snow removal is finally completed.

SNOW REMOVAL MAP

20.9 If snow removal is required on private streets and drives, the **CONTRACTOR** will comply with the map provided. If not complied with, the **CONTRACTOR** will redo the snow removal as necessary to comply with the map at no additional charge. If designated areas are unavailable, **CONTRACTOR** will use best judgment for placement.

COOPERATION WITH MANAGING AGENT

- 21.0. The **CONTRACTOR** hereby recognizes that MSI, LLC is the **MANAGING AGENT** for the **ASSOCIATION** and agrees to cooperate fully with the **MANAGING AGENT** in the administration of this contract. Any matters that arise that are determined to be outside of this contract should be brought to the **MANAGING AGENT'S** attention immediately.

EMPLOYEES OF CONTRACTOR

- 22.0. All personnel hired for the purpose of providing services described herein shall be employees of the **CONTRACTOR** and will be properly supervised by the **CONTRACTOR**. Under no circumstances will the **ASSOCIATION** be responsible for the payroll of the **CONTRACTOR**.

MAP

- 23.0. The attached grounds and snow map, Exhibit A, and snow removal map, is a part of this agreement. The **MANAGING AGENT** will make clarifications if necessary.

23.1 The **CONTRACTOR** and **ASSOCIATION** recognize that the entire area that is shown on the landscape plan should be bid for maintenance. If this is a growing Community and additional area is added during the season, the pro-ration will be changed accordingly. Pro-ration will be done on a square foot basis.

CONFLICTS

- 24.0 If there is a conflict between this agreement, and any other documentation, which the **CONTRACTOR** may have submitted with their proposal, this agreement will govern.

RIGHT TO WITHHOLD PAYMENT

- 25.0 **ASSOCIATION** may withhold such sums from any monies due or to become due to **CONTRACTOR** pursuant to this Agreement as the **ASSOCIATION** deems necessary to protect the **ASSOCIATION** from any loss, damage, or expense relating to or arising out of **CONTRACTOR'S** PERFORMANCE OF THE WORK, INCLUDING FAILURE TO PERFORM ANY WORK UNDER THIS Agreement in a satisfactory manner, or to prevent liens or in response to any claim or threatened claim of which the **ASSOCIATION** becomes aware concerning **CONTRACTOR** or the performance of **CONTRACTOR'S** duties hereunder. The **CONTRACTOR** must be notified in writing of any planned withholding within sixty (60) days of receipt of invoice. The **CONTRACTOR** will be given a reasonable opportunity to dispute the **ASSOCIATION'S** claim in writing or to remedy the **ASSOCIATION'S** claim before funds are withheld.

ARBITRATION/MEDIATION

- 26.0 Should a dispute occur; the **CONTRACTOR** agrees to binding arbitration in the county where the **ASSOCIATION** is located. The determination if arbitration is to be used is solely at the discretion of the **ASSOCIATION'S** Board of Directors.

TERMINATION

- 27.0. Either party may terminate this agreement, with or without cause, by notice at least 15 days prior to the effective date, in writing, to the other party, except that this agreement may be terminated immediately, without notice, for failure to perform. If terminated, final payment will be due within 15 days of the termination date and will be based upon a pro-ration of the fee due for that month through the date of termination, such payment to be considered payment, in full, for services performed under this agreement.

SUB-CONTRACTORS

- 28.0. The **CONTRACTOR** will list herein any subcontractors, which may be used during the course of this contract.

NAME

SERVICE PROVIDED

If none are used, leave blank. If subcontractors are used, the **CONTRACTOR** will be solely responsible for their actions and indemnify and hold harmless both the **ASSOCIATION** and the **MANAGING AGENT**, from any and all claims, liens, demands, damages, actions, or suits whatsoever which may arise from the use of a subcontractor. The **CONTRACTOR** will submit verification of Worker's Compensation and General Liability insurance, per paragraph 3, for all subcontractors prior to their commencing work. If no subcontractors are anticipated at the time of bidding but are determined to be used during the course of this agreement, complete information, per this paragraph, will be submitted in writing to the **MANAGING AGENT**. The use of a subcontractor without disclosure may be cause for immediate termination.

DEFAULT

29.0 In the event of default by either party, the defaulting party will be responsible for all costs incurred by the non-defaulting party in enforcement of the contract, including reasonable attorney's fees.

CONTACT INFORMATION

30.0 CONTRACTOR'S contact information is:

Phone 303-421-3100

Email randy@valorlandscape.com

After Hours 303-421-3100

IN WITNESS WHEREOF, THE ASSOCIATION AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

ASSOCIATION:

BY: _____

TITLE: BOARD PRESIDENT

DATE: _____

CONTRACTOR: Valor Landscape

BY:  _____

TITLE: Business Development

DATE: 7-8-26



2026-2027 Standard Snow Removal Rates

Truck w/plow	\$135.00/HR
Hand Shovel/labor	\$70.00/HR
Ice Melt, 50 LB Bag	\$55.00/Per Bag
Ice Melt Application	\$70.00/HR
Snow Blower	\$95.00/HR
ATV w/blade	\$110.00/HR
Skid Steer (no attachments)	\$185.00/HR
Skid Steer w/bucket	\$200.00/HR
Skid Steer w/push box	\$200.00/HR
Front End Loader w/push box	\$300.00/HR
Snow Raider	\$160.00/HR
Dump Truck 15 yard	\$250.00/HR
Ice Slicer, Per Ton	\$300.00/Per Ton
Ice Slicer Application	\$145.00/HR
Site Inspection/Trip Charge	\$95.00 Per Inspection
Plow Truck w/ Rubber Blade	\$145.00/HR
Equipment Staging Fee if Connex required	\$150.00 per month

Obstacle identification service \$4.50 per stake, plus \$70.00/hour for staking-obstacle identification and quantity of stakes is at the discretion of the contractor.

- All services to be invoiced per hour, with a two-hour minimum charge per service
- Mobilization costs are portal to portal will be included in the hourly services for each visit
- Snow removal on Thanksgiving Day, Christmas Eve and Day, New Year's Eve and Day, And Easter will be charged at 2 times normal rates.
- Snow materials are subject to change from year to year, depending on industry supplier material shortage or fluctuation of fuel costs.