CoCal Landscape
12570 E. 39th Avenue
Denver, Colorado 80239
CoCalCares@CoCal.com
303-399-7577 Fax

Landscape Maintenance Specifications
For
Beebe Draw Farms Authority

Exhibit A
Date: 10-17-13

TURF CARE:

Mowing – Turf areas will be mowed weekly, from April 15 through October 15, weather permitting. Clippings generated from mowing will not be removed unless determined to be excessive and unsightly.

Edging of hardscape areas will be performed two times per month with a steel bladed mechanical device. Edges adjacent to shrub and ground cover areas will be maintained with string trimmers and chemical abatement.

Fertilizing of turf areas will be performed in April. We have upgraded our fertilization program to a polymer coated programmed-release fertilizer that is applied at 7-10 pounds of product (depending on contract term) per 1,000 square feet over the course of the season. This is more beneficial in the reduced water environment and prevents the turf stress associated with large nitrogen releases at one time. The performance of the fertilizer utilized is guaranteed. If the property owner or owner's representative is not satisfied with the turf color, we will provide an additional fertilization at no additional cost.

Broad-leaf Weed Control will be performed twice between May and August with a post-emergent herbicide application.

Aeration facilitates water and fertilizer penetration to the root zone, minimizes run-off and conserves water. CoCal Landscape Services, Inc (Contractor) recommends aerating turf areas in the spring and fall.

PLANT CARE:

Pruning of shrubs is performed by shearing to a maximum height of six feet (6'). The ConstantCare™ contract provides one dormant pruning and pruning up to four (4) times during the growing season. The seven and eight month contracts include two (2) prunings during the growing season.

Safety Pruning on deciduous trees is included up to a canopy height of eight feet (8') to clear parking areas, pedestrian walkways or signage.

Weed Control will be performed by hand and pre- and post-emergent applications during the growing season.

Fertilizing of trees and shrubs will occur in the late spring via a broadcast application of slow release fertilizer.

Tree Wrap will typically be applied in November to deciduous trees less than 4" caliper that are susceptible to sunscald.

Existing Tree Wells will be maintained to remain weed free.

Perennial cut back is included within this contract.

Ornamental Grass cut back is included in our ConstantCare™ contract and will typically occur in February or when the grasses become unsightly.

IRRIGATION SYSTEM MANAGEMENT: Client understands and accepts that Contractor is responsible for monitoring, programming and repairing system damages only. Contractor does not own and cannot visually inspect the irrigation system that exists underground or within structure walls, ceilings or flooring of a property. For this reason, Contractor is responsible for maintenance of the system only. Irrigation issues can occur at any time including times when the contractor is not on site. Client understands and is responsible to notify Contractor when issues arise and the Contractor is not on site.

Irrigation Activation will occur in March or April depending upon contract term and weather conditions. Client agrees that up to **$500** is pre-approved for repairs required at time of activation. Repairs at activation are not a part of this contract and will be invoiced as an additional cost. A proposal will be submitted to the owner to address any extensive repairs (beyond normal activation repairs) that may be required. Upon activation, the system will be programmed for spring conditions and to comply with any water district's mandates.

Weekly Moisture Monitoring will occur throughout the growing season and year round for our ConstantCare™ Clients. During the growing season, irrigation programming will be based on the needs of the landscape to provide adequate penetration of water to the root zone of all irrigated plant material and to comply with any water district's mandates. Most irrigation zones will be programmed to cycle during the evening hours. Repairs required as observed during the routine system check will be made at that time if the cost is less than $100. If the repair is $100 or more, a proposal will be sent for Client approval prior to commencement of the repair. A return trip charge will apply for repairs that cannot be made in the course of the standard system check. To avoid this charge, Client may pre-approve a higher maximum charge in writing to the Account Manager. All zones of the controller will be activated and checked twice a month and a visual inspection will occur on the alternate weeks.

Emergency Service Calls will be made upon request of the Client and will be billed at a minimum rate of $85.00 plus materials and will include one (1) hour of labor. As a precautionary measure, the Client, owner or owner's representative will be instructed how to turn off the main water supply to the irrigation system.

Winterization will occur in October/November, contingent on weather conditions and contract termination date. The system will have forced air injected into the lines and exterior backflow prevention devices will be insulated if necessary.

MISCELLANEOUS SERVICES:

Debris Removal from all landscaped areas will occur on a weekly basis and will be disposed of in on-site dumpster facilities. Sidewalks and curbs will be kept clean with the use of mechanical blowers, after each mowing.

Spring Clean-up will typically occur within the first two (2) weeks of April for a seven or eight month contract and in March for a ConstantCare™ contract, weather permitting. Clean-up includes landscape and manmade debris removal from all landscape areas and adjacent curb line, cutback of perennials and the first edging of the season.

Fall Clean-up will be performed in October on a seven month contract, November on an eight month contract and typically November and December on a ConstantCare™ contract. Fall clean-up includes landscape and manmade debris removal from all landscape areas and adjacent curb line.

CoCal Landscape
12570 E. 39th Avenue
Denver, Colorado 80239
CoCalCares@CoCal.com
303-399-7577 Fax

FREQUENCY OF SERVICES
for

Beebe Draw Farms Authority

Exhibit B

Date: 10/17/13

	ConstantCare™ Service Any 12 – months
Turf Areas:	
Mowing	30
Trimming	30
Edging	15
Fertilization	1
Broadleaf Weed Control	2
Aeration	2
Plant Material:	
Shrub Pruning	5
Safety Tree Pruning	2
Cut Back Perennials	1
Cut Back Ornamental Grasses	1
Fertilization	1
Weed Control	30
Irrigation Systems:	
Activation of System	1
Weekly Monitoring & Management	30
Winterization of Systems	1
Miscellaneous Services:	
Supervision/Quality Control	52
Debris and Litter Removal	52
Spring Clean-up	1
Fall Clean-up	3

CoCal Landscape
12570 E. 39th Avenue
Denver, Colorado 80239
CoCalCares@CoCal.com
303-399-7577 Fax

Contractual Agreement
Landscape Maintenance Services
For
Beebe Draw Farms Authority

Exhibit C

Your initials and signature will constitute acceptance of this contractual agreement and General Terms and Conditions found on the following page as Exhibit D.

CONSTANTCARE™ CONTRACT OPTION

12 – month contract	$1,412.55	Per Month	$ 16,950.60	/year	Initial _____
Any 12 months		Specify Start Date: 1/1/13			

This is clearly the best value for your property. It allows for proper horticultural practices, extends your "green season", eliminates spring clean-up and shows your tenants/customers that you are committed to year round service.

Automatic Renewal: This Contract shall be automatically renewed unless either party gives the other party thirty (30) days written notice before the end of the existing term. In the case of the Standard Contract option, notice to terminate must be given by September 30th or the Contract will be renewed for the applicable seven-month period in the next year. In the case of the Enhanced Contract option notice to terminate must be given by October 31st or the Contract will be renewed for the applicable eight-month period in the next year.

Client Information:
SDMS
141 Union Blvd, Suite 150
Lakewood, CO 80228
As Agent For:
Beebe Draw Farms Authority

Contact: Dan Cordova

Site Information:
Beebe Draw Farms Authority
Beebe Draw Parkway

Contact: Dwayne

Either party may cancel this agreement, without cause, after thirty (30) days of receipt of written notification; however, such notice must be by registered mail and return receipt requested to be effective.

ACCEPTANCE

This contract includes Exhibit A, B, C and D.

Client
SDMS
As Managing Agent For:
Beebe Draw Farms Authority

_____
By: _____
Title: _____
Date Signed: _____

Contractor
CoCal Landscape Services, Inc.
12570 East 39th Avenue, Denver, Co 80239
Account Manager: Jeremy Oldham
Telephone No.: 303-917-1279

_____
By: _____
Title: Officer
Date Signed: _____

CoCal Landscape
12570 E. 39th Avenue
Denver, Colorado 80239
CoCalCares@CoCal.com
303-399-7577 Fax

General Terms and Conditions

Exhibit D

Date: 10-17-13

The following are the general terms and conditions that will be in effect should a contract be entered into for CoCal Landscape Services, Inc. (CLSI) to provide landscape maintenance services at: **Beebe Draw Farms Authority**

Scope of Work: CLSI will provide all necessary labor, materials and equipment to perform the work in accordance with the attached specifications.

Labor Force: CLSI will provide a labor force in uniforms, which is trained to perform landscape maintenance services of an acceptable standard, consistent with recommended standards of the Professional Landcare Network (PLANET). All employees of CLSI will be U.S. citizens or legal residents.

Materials: Materials used by CLSI will conform to normally accepted local industry standards and/or PLANET standards. Any applicable sales tax will be paid by CLSI.

Indemnification: CLSI indemnifies and holds harmless Client for all loss, damage, personal injury, property damage, or cause of action based upon CLSI's grossly negligent or willful and wanton acts or omissions, in any manner related to this Contract, including but not limited to attorney fees. Client indemnifies and holds harmless CLSI for all loss, damage, personal injury, property damage, or cause of action based upon CLSI's acts or omissions in any manner related to this Contract and including but not limited to dangerous or hazardous conditions on the property (unless such condition was placed on the property by CLSI) and to attorney fees and except to the extent due to the gross negligence, or willful and wanton acts or omissions of CLSI. The parties agree that CLSI shall not be responsible for inspecting the property for dangerous or hazardous conditions. In addition, reports of damages must be reported to CLSI in writing within 48 hours of occurrence. Failure to so report damages constitutes a waiver and CLSI is released from liability regardless of the cause of such damage. Not withstanding anything to the contrary, in the event CLSI is liable to Client, it shall in no event be liable for consequential damages or any lost profits.

Licenses and Permits: It is the responsibility of CLSI to maintain all necessary local, state, and federal licenses and permits, necessary to perform the work stated in the above referenced specifications.

Insurance: CLSI agrees to provide a Workers' Compensation policy, acceptable to the State of Colorado. CLSI general and public liability coverage, with an aggregate limit of $2,000,000 is presently underwritten by Travelers Insurance Company.

Fuel Surcharges: Due to the volatile nature of petroleum and the cost of fuel, it may be necessary for CLSI to impose a fuel surcharge for the services we provide. If the cost of fuel exceeds $4.50 per gallon, a 3% surcharge will be applied to all invoices. When fuel declines to $3.75/gallon for a sustained 30-day period, any surcharges will cease.

Payment: Landscape maintenance services performed by CLSI will be invoiced by the first day of the month for services to be performed that month. Payment is due, in full, thirty (30) days following the date of the invoice. CLSI may terminate past due accounts (over thirty days) upon written 24-hour notice.

ConstantCare™ Payment Option: This clause shall only apply to the "ConstantCare" contract option. This contract option allows client to make payments in twelve (12) equal payments. It is understood and agreed to by the parties that CLSI provides almost all of its services in the months of April through November (landscape season). This payment option is given as a benefit to client mainly as a financing option. Therefore, if the Contract is terminated so that the Contract is not in effect for December, January, February or March, after work has been performed for any of the previous landscape season months, then client shall pay an amount equal to 80% of the monthly amount for each said months (December, January, February or March) that the Contract has been terminated. The parties agree that this is a reasonable approximation of damages incurred by CLSI for said months, if the Contract is terminated early, for any reason whatsoever.

Interest: If any fees or costs are not paid within five (5) days of the date due, Client will pay a late charge of three percent (3%) of the amount owed. The parties understand that in the event of a late payment, it is difficult to determine the exact damages that would be incurred and the parties agree that the three percent (3%) amount is reasonable and shall be liquated damages. In addition, interest will accrue on any amounts due and owing at the rate of one and one-half percent (1.5%) per month.

Attorney Fees: In the event of a default by Client, Client agrees to pay all reasonable costs and expenses, including but not limited to attorney's fees, expert witness fees, fees of collection agencies, and costs incurred by CLSI as a result of the default.

Jurisdiction and Venue: The courts of the State of Colorado shall at the sole option of CLSI, resolve any legal dispute arising from this agreement and client hereby expressly consents and submits to the jurisdiction of the Courts of Colorado. Client further agrees that venue for any such action shall, at the sole option of CLSI, be in the City and County of Denver, or Arapahoe County, State of Colorado.