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2018 LANDSCAPE MAINTENANCE AGREEMENT

October 25, 2017

Contract No. - 67334

CLIFTONLARSONALLEN, LLP

as Agent for

PARKER JORDAN METROPOLITAN DISTRICT (MEDIANS ONLY)

This is an Agreement between Keesen Landscape Management, Inc., ("Maintenance Contractor"), 3355 South Umatilla Street, Englewood, CO 80110, and CliftonLarsonAllen, LLP ("Contracting Officer"), 8390 E. Crescent Parkway, Suite 600, Greenwood Village, CO 80111 as Agent for Parker Jordan Metropolitan District (Medians Only). This Agreement shall commence on 1/1/2018 12:00:00 AM and conclude on 12/31/2018 12:00:00 AM.

Scope

Complete landscape and grounds maintenance as outlined in this Agreement.

Definitions

Contracting Officer where used in this Agreement shall mean "Contracting Officer" as referenced at the beginning of this Agreement.

Maintenance Contractor where used in this Agreement shall mean "Maintenance Contractor" as referenced at the beginning of this Agreement.

General Requirements

The Maintenance Contractor shall furnish all labor, materials and equipment to perform the maintenance operations in accordance with the requirements herein specified.

1. Coordination between the Maintenance Contractor and the Contracting Officer shall be required.
2. The Maintenance Contractor shall be responsible for any damages to the grounds caused by his workforce while performing the requirements of these specifications herein. Labor and materials for the repair or replacement of these damages shall be provided and borne by the Maintenance Contractor.
3. The Maintenance Contractor reserves the right to an arbitration hearing with the Contracting Officer on questionable damage.
4. The Maintenance Contractor will comply with all federal, state and local licensing requirements.

BED FERTILIZATION

Apply Granular Fertilizer to Jordan Road Median Islands included in agreement \$307.00

Apply Granular Fertilizer to Fremont Median Island included in agreement \$106.00

Apply Granular Fertilizer to Hinsdale Median Islands included in agreement \$106.00

Apply Granular Fertilizer to Broncos Parkway Median Islands included in agreement \$748.00

PRIMARY MAINTENANCE SERVICES

MOWING - Turf areas will be mowed weekly from May through September or as deemed necessary by Maintenance Contractor according to growth and weather conditions. Mowing will be performed every 7 to 14 days in April and October depending on growth and weather conditions. Excessive grass clippings will be removed from turf areas as well as from sidewalks, driveways and patios when applicable.

TRIMMING - Turf areas will be trimmed as needed during each mowing occurrence. Areas inaccessible to mowers will be trimmed to present a well-groomed appearance.

EDGING - Turf areas will be edged along sidewalks and curbs with a steel blade edger twice monthly from May through September and once monthly in April and October.

TRASH PICK-UP - Landscape areas will be policed for loose trash and debris.

TURF, INSECT, FUNGUS & DISEASE CONTROL - Due to the wide variety and unpredictable circumstances of insect, fungus and disease control needs, these services will be proposed separately as needed.

WEEDING - Landscape beds (except annual floral beds and some perennial gardens which are contracted separately) will be weeded using a combination of hand-pulling and chemical applications. Weeds growing out of cracks in sidewalks, driveways and private streets/parking lots will be treated chemically.

ROCK/MULCH - Rock and wood mulch will be maintained in their proper areas. This does not include furnishing or replacement of bed materials unless specified differently elsewhere in this Agreement.

PRUNING - Pruning will be performed to promote plant health and aesthetics. Pruning will include a combination of shearing and/or selective pruning for shrubs and, where necessary, removal of low-hanging limbs in the trees up to twelve (12) feet.

Ornamental grasses will be cut near ground level while dormant.

Tree stakes and guy wires will be removed as necessary.

Removal of trees and shrubs, rejuvenation pruning (including if a plant dies back at ground level and re-sprouts), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included in the Maintenance Agreement, but may be proposed separately.

SPRING CLEAN-UP - Clean-up of landscape areas will be performed. This may include pine needle and leaf clean-up, edging, mowing, pruning of trees and shrubs under twelve (12) feet in height, and any other activities the Maintenance Contractor deems necessary to prepare the property for the coming season.

FALL CLEAN-UP - Fall leaf and pine needle clean-up will be performed every 10-14 days until completed and on-going through the Agreement end date. Time and materials charges will apply for any clean-up requested after the Agreement end date.

SPRINKLER SYSTEM START UP

The Maintenance Contractor will activate the irrigation system in the spring. Activation does not include any labor or materials necessary to repair damage to the system for proper operation. These items will

be billed at \$60.00 per man-hour plus materials.

SPRINKLER CHECKS

The Maintenance Contractor will check the irrigation system operation on a regular basis to insure that there is no irrigation system damage and for adjusting sprinkler patterns, clearing plugged nozzles and managing irrigation controller programs. Drip system check is limited to on/off function only. This system check does not include labor and/or materials necessary for repairs.

All necessary irrigation repairs will be \$60.00 per man-hour plus materials unless specified differently elsewhere in this Agreement.

SPRINKLER SYSTEM WINTERIZATION

A winterization of the irrigation system by the Maintenance Contractor is included in this Agreement. Backflow preventer wrapping and backflow storage will be completed and billed separately as needed to aid in freeze protection unless otherwise specified in the Agreement.

Winterization does not include any labor or materials necessary to repair damage to the system for proper operation. These items will be billed at \$60.00 per man-hour plus materials.

WINTER SERVICES

Winter services are performed regularly, weather permitting, within the terms of this Agreement from November through March.

Services include policing of landscape areas for trash and other debris, maintaining rock and mulch in their proper areas, minor dormant pruning as necessary for trees and shrubs under twelve (12) feet in height and any other services deemed appropriate by the Maintenance Contractor.

Trees requiring protection from sun-scald will be wrapped at the discretion of the Maintenance Contractor.

Replacement of rock and wood mulch materials is not included in this Agreement but may be bid separately.

SUPPLEMENTAL WATERING

Root zone water plant material along Jordan included in agreement \$600.00

Root zone water plant material along Fremont included in agreement \$225.00

Root zone water plant material along Hinsdale included in agreement \$225.00

Root zone water plant material along Broncos Parkway included in agreement \$750.00

2018 CONTRACT SUMMARY

INCLUDED SERVICES	SALES TAX	TOTAL COST
BED FERTILIZATION	\$0.00	\$1,267.00
PRIMARY MAINTENANCE SERVICES	\$0.00	\$11,279.84
SPRINKLER SYSTEM START UP	\$0.00	\$267.80
SPRINKLER CHECKS	\$0.00	\$1,542.60
SPRINKLER SYSTEM WINTERIZATION	\$0.00	\$567.73
WINTER SERVICES	\$0.00	\$2,256.02
SUPPLEMENTAL WATERING	\$0.00	\$1,800.00
TOTAL:	\$0.00	\$18,980.99

Subcontractors

The Maintenance Contractor is fully responsible for the fulfillment of this Agreement and may occasionally use its pre-qualified subcontractors to complete certain items in this Agreement.

Modification or Amendment

This Agreement constitutes the entire understanding between the Customer and Keesen Landscape Management, Inc. and no modification, amendment, renegotiations 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.

Termination

Maintenance Contractor shall be responsible for the performance of all service items unless the Contracting Officer provides notice of cancellation of a specific service prior to its completion by the Maintenance Contractor, or the Maintenance Contractor has placed the account on hold. Cancellation of a single service will not have any effect upon the status of any other remaining uncompleted services.

Either party may terminate this Agreement by notice in writing to the other party at the respective address herein stated. Notice is to be given at least thirty (30) days prior to the effective date of such termination. Non-payment as agreed to by contractual agreement may constitute immediate cancellation. In the event of termination by either party, full payment for services performed or materials provided becomes due and payable on or before the date of termination. In the event of prepayment of services or materials not performed or provided, refund will be due and payable on termination date.

Insurance

The Maintenance Contractor shall at all times be covered by adequate public liability and property damage insurance. All required worker's compensation insurance for maintenance personnel is to be provided by the Maintenance Contractor.

Force Majeure and Delays

Maintenance Contractor's obligations under this Agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Maintenance 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 the Maintenance Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse

performance of or delay in performance of this Agreement.

STATEMENT OF CHARGES


MONTHLY BILLING SCHEDULE	SERVICE COST	SALES TAX	TOTAL COST
JANUARY 2018	\$1,581.75	\$0.00	\$1,581.75
FEBRUARY 2018	\$1,581.75	\$0.00	\$1,581.75
MARCH 2018	\$1,581.75	\$0.00	\$1,581.75
APRIL 2018	\$1,581.75	\$0.00	\$1,581.75
MAY 2018	\$1,581.75	\$0.00	\$1,581.75
JUNE 2018	\$1,581.75	\$0.00	\$1,581.75
JULY 2018	\$1,581.75	\$0.00	\$1,581.75
AUGUST 2018	\$1,581.75	\$0.00	\$1,581.75
SEPTEMBER 2018	\$1,581.75	\$0.00	\$1,581.75
OCTOBER 2018	\$1,581.75	\$0.00	\$1,581.75
NOVEMBER 2018	\$1,581.75	\$0.00	\$1,581.75
DECEMBER 2018	\$1,581.74	\$0.00	\$1,581.74
TOTAL:	\$18,980.99	\$0.00	\$18,980.99

The term of this Agreement commences on 1/1/2018 12:00:00 AM and will be in effect until 12/31/2018 12:00:00 AM and is subject to the termination clause as noted.

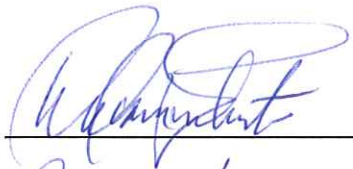
In consideration for performance of the services outlined in this Agreement for Parker Jordan Metropolitan District (Medians Only), located at S. Jordan Rd. & E. Broncos Pkwy., Englewood, CO 80112, Contracting Officer agrees to submit timely payments according to the above Statement of Charges. Payments are to be made on or before the first day of each month. Time and material charges are billed separately as incurred for payment.

The account is considered past-due 30 days after the billing date. All balances 30 days or more past due are subject to a service charge of two percent (2%) per month (twenty-four percent <24%> per year). If reasonable attempt to negotiate fail, Contracting Officer hereby agrees to pay all reasonable attorneys' fees, court costs and any other expenses of collection incurred by the Maintenance Contractor.

We, the undersigned, agree to the terms and conditions as set forth by this Agreement between CLIFTONLARSONALLEN, LLP, as agent for PARKER JORDAN METROPOLITAN DISTRICT (MEDIANS ONLY), and KEESEN LANDSCAPE MANAGEMENT, INC..

By 
 Steven A. Genders

Date October 25, 2017

By 
 Print William Lambert

Date 11/16/2017

Authorized Representative for

**KEESEN LANDSCAPE MANAGEMENT,
INC.**

**PARKER JORDAN
METROPOLITAN DISTRICT
(MEDIANS ONLY)**