MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: January 7, 2021

RE: Sixth Addendum to Agreement for Services with Terracare Associates

DISSCUSION:
On March 3, 2016 the Town of Foxfield entered into an Agreement for Services with Terracare Associates. Attached for approval is the Sixth Addendum to the Agreement for Services with Terracare that will be effective until December 31, 2021 and will be retroactive to January 1, 2021. They did not increase our rates from 2019 to 2020. This increase is approximately 12% from the 2020 rates.

Mr. Winfield from Terracare indicated that the increase is a direct correlation to the labor market in Denver Metro area. Terracare's ability to hire quality people that are reliable and exhibit care has been a difficult task. They have tried to keep costs under control and offer Foxfield the lowest service pricing possible, however this specific line has spiraled out of control and they have had to adjust to the market just to field adequate crews to address all their projects. Last year with the pandemic, Terracare struggled to get crew members even offering close to twice the wage they began the season with. They do not foresee any change going into 2021 thus far, especially with the soon-to-come extended unemployment benefit. Mr. Winfield stated that they will continue to do as much as possible for the Town and work hard to keep the costs down.

ATTACHMENTS:
Exhibit A: Sixth Addendum to Agreement for Services with Terracare Associates
Exhibit B: Agreement for Services with Terracare

Exhibit A

SIXTH ADDENDUM TO AGREEMENT FOR SERVICES

THIS SIXTH ADDENDUM TO AGREEMENT FOR SERVICES is made and entered into this day of _____, 2021, by and between the Town of Foxfield, State of Colorado (hereinafter referred to as the "Town") and Terracare Associates, (the "Contractor").

RECITALS:

A. On March 3, 2016, the Town and Contractor entered into an Agreement for Services (the "Agreement").

B. The parties desire to authorize an extension of this Agreement and the 2021 pricing approved in this Sixth Addendum until December 31, 2021 and be retroactive to January 1, 2021 with this approval of this Sixth Addendum.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall continue to provide services to the Town as provide in the 2016 Agreement and 2021 pricing in the Sixth Addendum.

1. Contractor shall continue to provide the services defined in **Attachment A** for a total contract price of $55,694 in 2021. The pricing attachment contains a provision for Winter Watering of all spruce and pine trees in the amount of $1,210.00 that shall only be performed at the direction of the Town Administrator.

2. The original Agreement is in full force and effect and is hereby ratified by the Town and the Contractor.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

TOWN OF FOXFIELD, COLORADO

By: _____
Lisa Jones, Mayor

ATTEST:

_____
Randi Gallivan, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

Attachment A

TCA TERRACARE ASSOCIATES

Town of Foxfield Landscape Services 2021

Item #	Maintenance Services	Per occurrence 2021	# of Occ / Year	Price Per Year 2021
1	ROW - mow, trim, remove trash	$4,950.00	6	$29,700.00
2	ROW - Apply broadleaf weed spray, Spot spray as needed	N/A	N/A	N/A
3	Arapahoe/Ring Road & Open Space - Mow, trim, spot spray or pull weeds as needed, remove trash and empty trash cans every two (2) weeks	$1,850.00	6	$11,100.00
4	Arapahoe/Ring Road & Open Space - Apply broadleaf weed spray	$780.00	2	$1,560.00
5	Arapahoe/Ring Road & Open Space - Irrigation maintenance	$106.00	8	$848.00
6	Arapahoe/Ring Road & Open Space - Tunnel light bulbs replacement	$80.00	2	$160.00
7	Fertilization of Open Space	N/A	N/A	N/A
8	Islands - Mow, weed eat, trim trees and bushes, spray or pull weeds, remove trash	$280.00	16	$4,480.00
9	Plant Health Care - Ips Beetle Spray - 33 Spruce trees	$880.00	2	$1,760.00
10	Plant Health Care - Zimmerman Moth Spray - 81 Pines	$1,204.00	2	$2,408.00
11	Plant Health Care - Tree fertilizer with Myorrhizae	$1,806.00	1	$1,806.00
12	Dog waste stations (4) - Empty/service stations weekly	$36.00	52	$1,872.00
			Total:	**$55,694.00**

Twelve equal Monthly Payments $ 4,641.17

Item #	Additional Maintenance Services	Per occurrence 2021	# of Occ / Year	Price Per Year 2021
1	Winter Water All Spruce and Pines October-March.	$1,210.00	Must be pre-authorized by the Town	
2	Snow Removal Services 2021	See Attached Rates	Must be pre-authorized by the Town	

By: _____
Terracare Associates, LLC.
Authorized Signature

22 Sept 2020
DATE

TERRACARE ASSOCIATES

2020-2021 (5006 PI) SNOW PRICING

SNOW MAINTENANCE

2020-2021

$ 126.00	Per hour, pick-up truck with 7.5 foot plows
$ 58.00	Per hour, hand shoveling laborer
$ 126.00	Per hour, Sander/Ice Slicer truck, plus materials at $268.00 ton
$ 58.00	Per hour, ice melt plus material at $.95/lb.
$ 82.00	Per hour, snow blower or broom
$ 98.00	Per hour, ATV w/blade
$ 152.00	Per hour, Skid Steer or tractor with bucket
$ 231.00	Per hour, front end loader, 3 yard
$ 231.00	Per hour, front end loader, 3 yard with 12 foot pusher
$ 237.00	Per hour, dump truck 10 yard
$ 189.00	Per hour, dump truck 5 yard with plow
$ 126.00	Per hour, UTV w/ blade
$ 115.00	Per Hour, Snowrator

These are our hourly rates for the 2020-2021 snow maintenance season. There is a one (1) hour minimum charge per job site.

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 3rd day of March, 2016, by and between the Town of Foxfield, a Colorado statutory municipality, (the "Town"), and Terracare Associates, (the "Contractor").

RECITALS:

A. The Town requires personal services as more particularly described in the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference (the "Project").

B. Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the Town services for the Project.

I. SCOPE OF SERVICES

Contractor shall furnish the labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A** to this Agreement. These services shall be completed in accordance with the schedule contained in **Exhibit B.** The value of each of these services is contained in **Exhibit C**. In the event that the services set forth in Exhibit B either are not performed in accordance with the schedule in Exhibit B, or the Town requests additional services beyond those contemplated by Exhibit B, the Town and Contractor specifically agree that the values set forth in Exhibit C shall be used to determine the amount both the amount due to Contractor for additional authorized services and the amount of set-off or credit to the Town in the event Contractor fails to perform those services specifically authorized by Exhibit B.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Contractor with reports and such other data as may be available to the Town and reasonably required by Contractor to perform hereunder. No Project information shall be disclosed by Contractor to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Contractor shall be returned to the Town. Contractor is authorized by the Town to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Town acknowledges that the Contractor's documents are an instrument of the services provided pursuant to this Agreement. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the services.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Contractor, the Town shall pay Contractor an amount not to exceed forty six thousand three hundred seventy five dollars ($46,375.00). Payment shall be made in accordance with the schedule of charges and fees in **Exhibit C** to this Agreement, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.

B. Contractor shall submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Contractor under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of a timely invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Contractor's written notification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

This Agreement shall commence January 1, 2016, and shall terminate December 31, 2016, unless earlier terminated pursuant to Section XII below. This Agreement will renew for three (3) successive one (1) year contracts, subject to annual appropriation and approval by the Board of Trustees. Notice of non-appropriation for the subsequent year shall be given by the Town no later than December 15 of the preceding year. The Town shall not pay any liquidated damages, penalties, or monetary damages as a result of terminating this Agreement.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute a material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by a written addendum to this Agreement executed by the Town. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation for such work, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

Any changed or additional services provided pursuant to written authorization from the Town shall be subject to all of the terms and conditions set forth in this Agreement; the not-to-exceed maximum fees provided in Section IV above shall be adjusted to reflect the changed or additional fees authorized for the changed or additional services.

VII. COMPLIANCE WITH LAW

The services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Town, its Board members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subconsultants, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the Town, its Board members, its officers, agents and employees from damages resulting from the negligence of the Board members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its Board

members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subconsultants, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement, if professional services are provided. The Contractor is not obligated under this subparagraph IX.B. to indemnify the Town for the negligent acts of the Town, its Board members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its Board members, officials, officers, directors, agents and employees, the Town shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the Town, its Board members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. Contractor agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by Contractor, pursuant to Section IX. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

B. Contractor shall procure and maintain, during the life of this Agreement, for itself and any subconsultant, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor, pursuant to Section IX. Indemnification, above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each accident, Five Hundred Thousand Dollars ($500,000) disease-policy limit, and Five Hundred Thousand Dollars ($500,000) disease-each employee. If any work on the Project is sublet, the Contractor shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work. Evidence of

qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

2. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars ($2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars ($2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property during the policy period. The policy shall contain a severability of interests provision.

The policy required by this sub-paragraph 2. shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. No additional insured endorsement to the policy required by this sub-paragraph 2. shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence, and One Million Dollars ($1,000,000) aggregate with respect to each of the Consultant's owned, hired, and nonowned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. The completed certificate of insurance shall be sent to:

Town of Foxfield
Attn: Town Clerk
P.O. Box 461450
Foxfield, Colorado 80046-1450

6. It is the affirmative obligation of the Contractor to notify the Town of Foxfield's Town Clerk, as provided in this Agreement, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

7. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement.

8. The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars ($150,000) per person, and Six Hundred Thousand Dollars ($600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or its employees.

X. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Town's providing Contractor with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Contractor for all services previously authorized and completed prior to the date of termination, subject to any credit due to the Town in accordance with Section I of this Agreement. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Contractor.

XII. CONFLICT OF INTEREST

The Contractor shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XIII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Arapahoe, State of Colorado.

XIV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the Town for any purposes.

XV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVI. ENTIRE AGREEMENT

This Agreement, and the attached **Exhibits A, B, C and D** are the entire Agreement between Contractor and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVII. NOTICE

Any notice or communication between Contractor and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Town of Foxfield
Attn: Town Clerk
P.O. Box 461450
Foxfield, Colorado 80046-1450

Contractor: Terracare Associates
9742 Titan Park Circle
Littleton, CO 80125

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF FOXFIELD

By: Lisa
Lisa Jones, Mayor

ATTEST:

Miranda Gallivan
Miranda Gallivan, Town Clerk

CONTRACTOR:

By: _____

Name/Title: David Mortensen / Regional Vice President

NOTARY BLOCK:

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 21st day of March, 2016, by David Mortensen, as Regional V.P. of Terracare Associates, LLC.

My commission expires: 05/10/2017.

KIMBERLY ANNE ROBINSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054016770
MY COMMISSION EXPIRES MAY 10, 2017

SEAL

Kimberly Anne Robinson
Notary Public

EXHIBIT A
SCOPE OF SERVICES AND RATES
SECTION 1 - BASIC SERVICES
The following services will be provided for an annual charge of $46,375.00. This amount will be paid in (6) monthly payments of $7,729.17.
Subject to annual appropriation and approval by the Board of Trustees, the annual rates for these services will be as follows: 2016 - $46,375.00 2017 - $45,447.50 2018 - $45,447.50 2019 - $45,447.50

Communications

The Town Clerk shall be notified in advance of any work scheduled in Town (except for snow removal services). For pesticide and/or fertilizer applications notice shall be at least 72 hours in advance of the work.

Maintenance of rights-of-way

The public rights-of-way in the Town shall:

a) Be mowed, trimmed with a string trimmer, and have trash (including dead or trimmed vegetation) removed at the end of April, early June, end of July, and early September (for a total of four (4) times during 2016).

b) Have two (2) broad-leaf weed control application applied once at the beginning and once at the end of the growing season.

c) Spot spray weed areas on an as-needed basis.

Bi-monthly maintenance of six traffic islands & Fremont entrance

The six traffic islands and the Fremont entrance in Town shall:

a) Be mowed, trimmed with a string trimmer, watered, have trees and bushes trimmed, suckers clipped, have trash (including dead or trimmed vegetation) removed, and have weeds sprayed with a non-selective herbicide or pulled (weeds that are sprayed and die need to be pulled by hand) once a month from April through September (for a total of six (6) times during 2016).

Monthly maintenance of Arapahoe Road and Ring Road (South Lewiston Way) rights-of-way

The Arapahoe Road and Ring Road (South Lewiston Way) rights-of-way in the Town shall:

a) Be mowed, trimmed with a string trimmer, have trash (including dead or trimmed vegetation) removed, and have weeds sprayed or pulled (weeds that are sprayed and die need to be pulled by hand) once a month from April through September (for a total of six (6) times during 2016).

b) Have two (2) applications of broadleaf weed control applied at the beginning of the growing season.

Monthly maintenance of the Open Spaces

The Open Spaces (including the park open space, the area west of the S. Lewiston Way pedestrian tunnel, and the area west and north of the East Costilla cul-de-sac) shall:

a) Be mowed, trimmed with a string trimmer, and have trash (including dead or trimmed vegetation) removed monthly from April through September (for a total of six (6) times during 2016).

b) Have two (2) broad-leaf weed control applications applied during the growing season.

c) Spot spraying of weed areas will be done on an as-needed basis.

d) Trash cans in the Open Space shall be emptied twice each month of the year. Containers will be kept clean and presentable by using plastic trash can liners.

e) The concrete bike path shall be edged on an as-needed basis.

f) The pedestrian tunnels will have trash removed and light bulbs changed as needed.

Plant Health Care

a) Ips Beetle Spray - 33 Spruce trees - 2 times

b) Zimmerman Moth Spray - 81 Pines - 2 times

c) Tree fertilizer with Mycorrhizae - One time

SHRUB AND TREE SERVICES	FREQUENCY
Tree Well Maintenance	April - Sept

IRRIGATION SERVICES	
Activation	April
System Checks	April - Nov
Winterization	November

TERRACARE ASSOCIATES

EXHIBIT B
TOWN OF FOXFIELD
2016 Schedule of Services

Prepared on:
March 1, 2016

TENTATIVE DATES

(Target Week-Monday First Day-Weather Depending)

Item #	AREA DESCRIPTION	WORK DESCRIPTION	Total Freq	April 4	11	18	25	MAY 2	9	16	23	30	JUNE 6	13	20	27	JULY 4	11	18	25	AUGUST 1	8	15	22	29	SEPTEMBER 5	12	19	26	OCTOBER 3	10	17	24	31	NOVEMBER 7	14	21	28	DECEMBER 5	12	19	26
1	Maintenance of Arapahoe Rd. & Ring Road	Native Mowing & Trash	6				1				2					3				4					5				6													
		Broadleaf Spraying	2										1											2																			
		Irrigation Activation	1						1																																	
		Irrigation Winterization	1																													1										
		Irrigation Check	6								1				2				3				4				5			6												
		Tunnel Light Bulbs Replacement	2								1																2															
		Spot Weed Spray	As needed																																							
2	Maintenance of Traffic Islands	Cleanup	6				1				2					3				4					5				6													
		Spot Weed Spray	As needed																																							
3	Open Space Maintenance	Native Mowing & Trash	6				1				2					3				4					5				6													
		Broadleaf Spraying	2										1											2																			
		Trash Cans Emptied	18		1		2		3		4			5		6		7		8		9			10		11		12		13		14		15		16		17		18	
		Spot Weed Spray	As needed																																							
4	Maintenance of Right-of-way	Native Mowing & Trash	4				1							2						3							4															
		Broadleaf Spraying	2										1													2																	
		Spot Weed Spray	As needed																																							
5	Plant Health (Spruce & Pines)	Ips Beetle Spray	2				1																2																			
		Zimmerman Moth Spray	2				1																2																			
		Tree Fertilizer w/Myorrhizae	1							1																																
		Winter Watering-All Trees. As authorized by the Town	As needed																																							
6	Bonnie's Field	Native Mowing & Trash	1								1																															

EXHIBIT C
2016 RATES

Service - per Schedule A	Per occurrence	# of Occ / Year	Price Per Year
ROW - mow, trim, remove trash	$ 4,521.25	4	$ 18,085.00
ROW - Apply broadleaf weed spray	$ 4,671.00	2	$ 9,342.00
Arapahoe/Ring Road & Open Space - Mow, trim, spray or pull weeds, edge, remove trash, empty trash cans,	$ 1,690.00	6	$ 10,140.00
Arapahoe/Ring Road & Open Space - Apply broadleaf weed spray	$ 711.00	2	$ 1,422.00
Arapahoe/Ring Road & Open Space - Irrigation maintenance, including: activation, six monhly system checks, winterization	$ 97.00	8	$ 776.00
Arapahoe/Ring Road & Open Space - Tunnel light bulbs replacement and inspection (materials not included)	$ 72.00	2	$ 144.00
Islands - Mow, weed eat, trim trees and bushes, spray or pull weeds, remove trash	$ 186.00	6	$ 1,116.00
Plant Health Care - Ips Beetle Spray - 33 Spruce trees	$ 750.00	2	$ 1,500.00
Plant Health Care - Zimmerman Moth Spray - 81 Pines	$ 1,100.00	2	$ 2,200.00
Plant Health Care - Tree fertilizer with Mycorrhizae	$ 1,650.00	1	$ 1,650.00
		Total	$ 46,375.00

Winter Water All Spruce and Pines October-March.	$ 950.00		Must be pre-authorized by the Town

TCA TERRACARE ASSOCIATES

January 1, 2016

Unit Pricing & Labor Rates For 2016

ITEM	Price	
Field Supervisor	$ 55.00	per hour
Foreman	$ 50.00	per hour
Labor	$ 33.00	per hour
Operator	$ 42.00	per hour
Concrete Finisher	$ 44.00	per hour
Irrigation Technician	$ 50.00	per hour
Chemical Application Tech.	$ 50.00	per hour
CDL Truck Driver	$ 42.00	per hour
Pick-Up Truck	$ 14.00	per hour
Dump Trailer (14' to 16' Long)	$ 9.00	per hour
Landscape Trailer	$ 9.00	per hour
Flat Bed Trailer (10' to 34')	$ 9.00	per hour
Trimmer, Blower or Chainsaw	$ 6.00	per hour
ATV w/ Sprayers	$ 17.00	per hour
Walk Behind w/ 36" to 48" mower deck	$ 7.00	per hour
Riding Mower w/ 60" mower deck	$ 33.00	per hour
Ag. Tractor (6420 J Deere 4x4 w/Cab)	$ 50.00	per hour
Ag. Tractor (Small 4X4 Tractors)	$ 35.00	per hour
Mower Deck 6'	$ 8.00	per hour
Mower Deck (15' to 20')	$ 17.00	per hour
Boom Mower Arm Deck 6'	$ 17.00	per hour
Tree Chipper	$ 31.00	per hour
Skid Steer	$ 37.00	per hour
310 Backhoe	$ 48.00	per hour
Truck w/ water tank (800 Gallons)	$ 17.00	per hour
1 Ton. Dump Truck	$ 17.00	per hour
Dump Truck (5yard)	$ 50.00	per hour
Dump Truck (10 yard Tandem)	$ 55.00	per hour
Front Loader w/ 3 to 4 yard bucket	$ 83.00	per hour
Crack Seal Machine	$ 40.00	per hour
Walk Behind Stripe Machine	$ 17.00	per hour
Mobilization of large equipment	$ 350.00	each
Materials use will be charge at cost plus 15%		

EXHIBIT D
SPECIAL PROVISIONS REQUIRED BY HB 1343

A. Certification. By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Confirmation.

1. Contractor has confirmed or attempted to confirm through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.