

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING  
AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GOOD EARTH  
LANDSCAPING AND MAINTENANCE, LLC**

**Town of Basalt  
Resolution No. 10  
Series of 2020**

RECITALS

- A. The Town of Basalt owns several properties in need of seasonal maintenance and mowing (the "Services").
- B. Pursuant to the Town of Basalt Procurement Policy, the Town issued a Request for Proposals (RFP) for such seasonal maintenance work and, upon review, wishes to enter an Agreement for Professional Services with Good Earth Landscaping and Maintenance, LLC (the "Contractor") for the Services.
- C. Staff has identified that there are sufficient funds in 2020 Town budget for the Services.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Basalt, Colorado as follows:

- 1. Recitals. The foregoing recitals are incorporated herein as findings of Town Council.
- 2. Professional Services. The Town Council hereby approves Agreement for Professional Services with Contractor. to provide the Services in substantially the same form as set forth in **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Town Manager or Public Works Director to execute the same. The Town Council further authorizes the Town Manager and Public Works Director to direct Contractor in the performance of the Services, and ratifies all actions taken by the Town to date with respect to the procurement and performance of the Services.

READ AND ADOPTED on March 24, 2020, by a vote of 7 to 0.

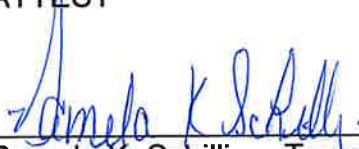
TOWN OF BASALT, COLORADO

By: \_\_\_\_\_

Jacque R. Whitsitt, Mayor

ATTEST

By:

  
\_\_\_\_\_  
Pamela K. Schilling, Town Clerk



## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature hereto (“Effective Date”), by and between the TOWN OF BASALT, COLORADO, a Colorado home-rule municipality (the “Town”), and Good Earth Landscaping and Maintenance, LLC, a Colorado limited liability company (“Contractor”).

WHEREAS, the Town desires that Contractor perform the services of seasonal maintenance of the Town’s gardens and mowing of Town-owned and controlled turf areas as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in **Exhibits 1-A, 1-B, and 1-C**; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit 1-A** (location, size of mowing areas, and frequency of mowing), **Exhibit 1-B** (location and size of garden areas), and **Exhibit 1-C** (more detailed terms on mowing and maintenance), attached hereto and incorporated herein by reference (collectively, the “Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in **Exhibits 1-A, 1-B, and 1-C** upon written notice to Contractor and request additional, as-needed services consistent with the Services identified in **Exhibit 1-A, 1-B, and 1-C** and upon agreed to rates for such additional services. In the event of any conflict between this Agreement and **Exhibits 1-A, 1-B, and 1-C**, the provisions of this Agreement shall prevail. Contractor is not responsible for repair of damage beyond Contractor’s control such as vehicular damage, extreme weather, or vandalism. Repair of such items will be outside of the scope of this Contract and require a Change Order, subject to approval by the Town.

2. The Town’s Obligations/Confidentiality. The Town shall provide Contractor with reports and such other data/information as may be available to the Town and reasonably required by Contractor to perform hereunder and Contractor is entitled to rely on that information. 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 disclosure. All documents provided by the Town to Contractor shall be returned to the Town at termination of this Agreement. Contractor is authorized by the Town to retain copies of such data and materials at Contractor expense during the term of this Agreement.

3. Compensation. Subject to annual appropriation, the Town agrees to pay Contractor for the Services an amount not exceed a sum of \$185,268.00, to be paid in monthly progress

installments upon the completion of Services for that period and invoicing as set forth herein. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed during that period for which payment is requested. Advance billing is not permitted.

4. Term. Unless extended by written agreement of the parties, the Term of this Agreement shall be from the Effective Date until the Services are completed or November 30, 2020, whichever is sooner. The form of this Contract may be renewed by written agreement of the parties.

5. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

6. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.

7. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

8. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

9. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption from Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit 2** and incorporated herein by reference.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

10. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs,

charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

11. Termination.

a. Generally.

(i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, if any, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

12. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
  - (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 this subparagraph 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.
- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

13. Compliance with C.R.S. § 24-76.5-103.

- a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, Contractor hereby swears or affirms under penalty of perjury that Contractor: (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 *et seq.*, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the Effective Date of this Agreement.
- b. The Town may verify Contractor's lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the Town determines through such verification process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

14. Use of Software and other Intellectual Property. Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Services. Contractor hereby agrees to indemnify, hold harmless and defend Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

15. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Basalt Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

16. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

17. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

19. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

20. Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.



21. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

22. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

23. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

24. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

25. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town:                      Town Manager  
    101 Midland Avenue  
    Basalt, CO 81621

With a copy to:                      Jeffrey J. Conklin  
    Karp Neu Hanlon, P.C.  
    201 14<sup>th</sup> Street, Suite 200  
    P.O. Drawer 2030  
    Glenwood Springs, CO 81602

If to Contractor:                      Good Earth Landscaping and Maintenance, LLC  
    c/o Jeff Margulies  
    P.O. Box 1133  
    Basalt, CO 81621  
    [jeff@goodearthaspen.com](mailto:jeff@goodearthaspen.com)  
    (970)963-5900

26. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

27. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

~ Signature Pages Follow ~

IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.

TOWN OF BASALT, COLORADO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT 1  
SCOPE OF SERVICES**

**EXHIBIT 1-A**

<b>Location</b>	<b>Square Feet</b>	<b>Acre/s</b>	<b>Occurrence</b>
<b>Southside Turf</b>			
Soccer Field	63,000	1.45	1 x week
Wildwood Park	18,000	0.41	1 x week
<b>Old Town Turf</b>			
Skate Park/S. Abutment	5,900	0.135	1 x week
Ponderosa Park	29,116	0.669	2 x month
Basalt Center Circle	5,390	0.124	1 x week
Two Rivers Rd	5,300	0.121	1 x week
Swinging Bridge Park and Circle	6,000	0.138	2 x month
Riverside & Cottonwood Dr	1,750	0.04	2 x month
Arboney Park	127,930	2.937	1 x week
132 Midland Ave	130	0.003	1 x week
Town Hall	34,868	0.8	1 x week
Cliff's Hillside Park	5,200	0.119	1 x week
Roaring Fork Conservancy	7,280	0.167	2 x month
Cemetery	137,600	3.692	2 x month
Kiln	7,020	0.161	2 x month
Berm Trail	18,775	0.43	1 x week
Old Pond Park Turf Island	4,200	0.1	1 x week
Midland Park Turf Island	3,600	0.08	1 x week
River Park	43,560	1	1 x week
Two Rivers Rd ROW (RMI and Conservancy)	3,558	0.08	1 x week
Basalt Underpass North	2,542	0.06	1 x week
Basalt Underpass South	1,316	0.03	1 x week
<b>Willits Turf</b>			
Willits Field and surrounding areas	149,450	3.431	1 x week
Willits Lake	5,700	0.13	1 x month
Linear Park South, Evans	163,335	3.75	1 x week
Linear Park North, Meadow	113,115	2.6	1 x week
East Valley & Village Ct Turf Islands	3,000	0.069	1 x week
Triangle Park, Willits Ln	33,570	0.771	1 x week
Sopris Village Fence line	7,700	0.177	1 x week
Willits Ln & Hwy 82 ROW	47,100	1.081	2 x month
Lake Avenue	2,650	0.06	1 x month
<b>Town Total</b>	<b>1,057,655</b>	<b>24.27</b>	

**EXHIBIT 1-B**

	<b>Sq. Ft.</b>	<b>Location</b>
<b>Arbany Park Beds</b>		
Wood Fence line Bed, west side 20'X4'	80	Pool
Pool Bed West, 337'X3'	1011	Pool
Pool Bed South, 55"X4"	220	Pool
Pool Bed East 75'X3'	225	Pool
School Berm Gardens 240'X4'	960	Two Rivers Rd
Elementary School Drive Garden 10'X10'	100	Two Rivers Rd
Stop Sign Bed, Elementary School 28'X8'	224	Two Rivers Rd
Bench Garden East 144'+100'+115'	359	Two Rivers Rd
Bench Garden West 120'+120'+115'	355	Two Rivers Rd
Clark's Market, west of steps 110'X6'	660	Two Rivers Rd
Clark's Market, east of steps 75'X10'	750	Two Rivers Rd
Recycle Center Parking Area - 3 beds	1,776	Two Rivers Rd
Old Pond Park Beds	1,000	Two Rivers Rd
Town Hall - 8 Beds	3,280	Midland and Two Rivers
Iron Horse Bed Tree and Garden 9'X21'	189	Midland Ave
Susan's Flower Linden Tree and Garden	63	Midland Ave
South Abutment 255'X10'	2,550	Midland Ave
Midland Ave Walkway Garden 475'X9'	4,275	Midland Ave
Library R.O.W., 8 beds	2,035	Midland Ave
7/11 Garden 25'X8'	200	Basalt Ave
7/11 Garden Basalt Ave	975	Basalt Ave
Emma Bridge Planters - 4 beds	1,065	Basalt Ave
Music Garden, rose area 4'X25'	100	Basalt Ave
Basalt Ave, fence line bed 6'X200'	1,800	Basalt Ave
Basalt Ave and Emma Rd, 4 beds	350	Basalt Ave
Round About - Old Town	4,970	Basalt Ave
Ponderosa Park – (edible garden beds)	3,000	Ponderosa Park
Emma Rd, fence line bed 8'X150'	1,200	Emma Rd
Plant Select Demonstration Garden, 190'X10'	1,900	Emma Rd
Swinging Bridge Shrub Bed West 12'X12'	144	Cottonwood Dr
Swinging Bridge Shrub Bed East 12'X12'	144	Cottonwood Dr
Southside Sign	600	Basalt Ave
<b>RFTA - Basalt</b>		
north side	2,200	Basalt Ave
south side	3,000	Basalt Ave

<b>WILLITS</b>	<b>Sq. Ft.</b>	<b>Location:</b>
Boat Ramp Beds, Willits Ln - 11 beds	1,562	Willits Ln
Leroy's Corner	2,010	Willits Ln
Evans & Willits Ln, 78'X10'	780	Willits Ln
Meadow & Willits Ln, 33'X4'	132	Willits Ln
Willits Ln, south of Lewis Ln 19'X7'	133	Willits Ln
Willits Ln, north of Lewis Ln south	317	Willits Ln
Willits Ln, north of Lewis Ln north	480	Willits Ln
Roundabout	4,068	Willits Ln
East Valley Rd & Willits Ln SW of Roundabout	600	Willits Ln
Willits & 82 - West Bed on 82 75'X12'	1,056	Willits Ln
Willits & 82 - East Bed on 82 - 88'X12'	900	Willits Ln
East Valley Rd Traffic Calming Gardens - 5 beds	489	East Valley Rd
Evans and East Valley Rd 12'X6'	72	East Valley Rd
East Valley Rd & Lewis Ln, east	205	East Valley Rd
East Valley Rd & Lewis Ln, west	305	East Valley Rd
Pocket Park Beds, Whole Foods - 9 Beds	1,000	Whole Foods Blk
East Valley Rd & Reed St Garden north	100	Whole Foods Blk
East Valley Rd & Harris, Bike Shop	100	Whole Foods Blk
East Valley Rd & Harris, Sure Thing	50	Starbucks
East Valley Rd & Harris garden west	180	Starbucks
East Valley Rd & Harris, Starbucks	60	Starbucks
Triangle Park, Stage Bed	540	Triangle Park
Triangle Park, Fountain Bed	188	Triangle Park
BLOCK 6, all gardens between sidewalk and parking areas		Blk 6-----
NW Bed	200	Blk 6
SW Beds - 2	350	Blk 6
South Center Beds - 2, Willits Care Center	500	Blk 6
SE Beds - 2	200	Blk 6
East Bed - Soak	192	Blk 6
NE Bed	120	Blk 6
Block 7, all gardens between sidewalk and parking areas		Blk 7-----
NW Beds	225	Blk 7
Center West Beds - 2	200	Blk 7
SW Beds - 2	1,000	Blk 7
South Center Beds - 4	500	Blk 7
SE Beds - 2	225	Blk 7
East Bed - Elec. Box	300	Blk 7
NE Beds - 2	325	Blk 7
North Center Beds - 3	600	Blk 7

Grange & Lewis Ln, south, 4 beds	600	across from blk 7
Grange St & Lewis Ln, NE Corner, 2 beds	360	Element Hotel
Grange St & Market, SE Corner, 2 beds	250	Element Hotel
Grange St & Market, NE Corner	140	Blk 8
<b>RFTA</b>		
EL Jebel Bus Stop	400	
Willits Bus Stop Up Valley	300	
Willits Bus Stop, Down Valley	350	
Willits Underpass - West Circle Bed	2,000	
Willits Underpass - East lower Bed	250	

### Exhibit 1- C

#### Mowing Protocol:

Regular scheduled mowing should begin April 13, 2020, weather dependent. The contract may be adjusted for early or late starts.

Before mowing, trash, tree branches, and other large debris must be cleared and removed from turf areas.

The mowing schedule will be determined in conversation between the contractor and Town staff such that all areas get completed on frequency set forth in Exhibit A. Mowing operations shall be scheduled such that all the areas are completed within 2 weekdays.

Inside the pool fence mowing must be completed by 9am, and specific day and time must be coordinated with Town staff to minimize impact with pool activities. The grass clippings in this area must be bagged and removed.

Per Town of Basalt municipal code, no audible machinery can be run before 7am, and no backup alarms may be used before 8am.

Branches and sticks must be picked up on turf areas prior to mowing. If there are significant limbs down after a wind event, notify Town staff to have them cleaned up.

Grass clippings must be blown or swept off of hard surfaces, back onto the turf.

Excessive, visible clippings must be dispersed by raking, blowing, mowing over, or occasionally bagging and removing the clip. If clippings cover any areas of turf such that the growing grass underneath is completely covered, it must be dispersed or removed.

After significant rain events, contact Town staff to determine if some or all turf areas are too wet to mow, and the mowing schedule will be adjusted to allow turf to dry out.

Report any unusually wet and soggy areas to Town staff, as this may indicate an irrigation issue. Keep machines off any unusually wet and soggy areas until issue is fixed and area dries out.

Report any irrigation heads or other infrastructure broken to Town staff, whether caused by mowers or not.

The Last week for mowing will be the second week in October, weather dependent. This is 27 weeks of mowing. The contract may be adjusted for early or later finish.

### **Garden Maintenance (Including RFTA Stations and Park and Rides) Protocol:**

#### **Spring Maintenance**

1. Rake out and weed all beds. Complete any cutbacks, including ornamental grasses (per species requirements), that were not cut back previously
2. Leaves, debris, weeds\* and trash to be removed from garden beds
3. All material removed to be disposed of off-site by contractor
4. Add a fine mulch suitable for perennial beds (3/8" minus compost bark), to be provided by contractor and approved by Town staff
5. Weed\* removal to be done preferably in a manner that removes the root system
6. Remove dead plant material, give inventory of removal to the contract manager
7. Make recommendations of plants needed to Town staff
8. Spring Maintenance completion date is May 1, (Completion date is weather and ground condition contingent. Extension of this date must be made and granted in writing by Town staff).

#### **Ongoing Maintenance**

1. Weed beds\*, remove noxious weeds\*\*, remove all trash, dead head flowers per species requirements
  - a. Once a week for the following beds – Town Hall, Midland Ave. Walkway Garden
  - b. Twice a month for all other beds
  - c. Prune shrubs, bushes, trees and perennials to maintain health and natural habit as per species requirements
    - a. Plants shall be pruned to retain their natural form. Boxing, topping and shearing of shrubs/trees is not acceptable
    - b. Pruning shall include the removal of dead or diseased branches, lateral and/or crossing branches not consistent with standard form
    - c. Suckers from adjacent trees, such as Cottonwood, Aspen, Locust etc., shall be removed
    - d. Flowering shrubs, bushes or perennials shall not be pruned during bloom or at a time that will inhibit blooming
2. Maintenance period is from May 1-Oct. 1

### **Fall Maintenance**

1. Remove all weeds\* from beds
2. Remove any dead plant material and give inventory of removal to the contract manager
3. Cut back perennial plants and ornamental grasses as per species requirements
4. Fall maintenance will be completed by Nov. 1

\*A weed is considered anything growing in the garden beds that were not physically planted.

\*\* Noxious weeds are considered any vegetation that the Colorado Department of Agriculture has identified on List A-List C.



**EXHIBIT 2**

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS'  
COMPENSATION LAW AND ACKNOWLEDGEMENT OF  
RISK/HOLD HARMLESS AGREEMENT**

("Contractor") certifies to the Town of Basalt ("Town") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_