# COLUMBIA METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150 Lakewood, Colorado 80228-1898 Tel: 303-987-0835 • 800-741-3254 Fax: 303-987-2032

## NOTICE OF SPECIAL MEETING AND AGENDA

Board of Directors: Robert Haddad, Jr. Carla D. Ladd Marion L. Ladd Sheryl Overton Rod Johnson			Office: President Vice President Treasurer Assistant Secretary Assistant Secretary	Term/Expiration: 2022/May 2022 2022/May 2022 2023/May 2023 2023/May 2023 2022/May 2022	
David	Solin			Secretary	
DATE	<u>E</u> :	Septe	mber 29, 2021 (We	<u>dnesday)</u>	
TIME	<b>:</b>	8:00 A	A.M.		
<u>PLAC</u>	<u>CE</u> :		stent with proper S	Telluride Meeting will be co ocial Distancing Guidelines in res	
I.	PUBL	IC CO	MMENT		
	A.				
II.	ADM	INISTR	RATIVE MATTER	S	
	A.	Presei	nt Disclosures of Po	otential Conflicts of Interest.	
	B. Approve Agenda, confir		ove Agenda, confirm	m location of the meeting and post	ing of meeting notices.
III.	MAIN	ITENA	NCE MATTERS A	AND IMPROVEMENTS	
	A.	Lands	scape Maintenance	Update.	
Orchard and Tellu		Orchard and Tellu	uride median redesign.		
	2. IREA Lighting o		IREA Lighting or	n Orchard and Telluride.	

Columbia Metropolitan District September 29, 2021 - Agenda Page 2

3.	Median accent lighting.
Inc. f	ew and consider approval of proposal from BrightView Landscape Services, for fall pansies (2021) in the annual beds, in the net amount of \$4,970.34, after t of \$3,000 for failed summer annuals (enclosure).
	ider approval of proposal from BrightView Landscape Services, Inc. for ed plant replacement, in the amount of \$5,027.09 (enclosure).
	y proposal from BrightView for rose bush pruning, in the amount of \$5,212.82 osure).
the ar	y proposal from BrightView for median redesign at Orchard and Telluride, in mount of \$25,588.47 plus time and materials for boring or installation of other tion connections to the median, if necessary. (enclosure).
pruni	y proposal from Rocky Mountain Tree Care for tree maintenance, deadwooding, removal and replacement, and plant health services, in the amount of 675.00 (enclosure).
	ew and consider approval of proposal from Rocky Mountain Tree Care for tree tenance, deadwood pruning and plant health services, in the amount of (to be distributed).
	ew proposals and consider selection and approval for 2022 Landscape tenance Services (enclosure).
	ew and consider approval of proposal from Spectrum Electric for installation cent lighting, in the amount of (to be distributed).

Columbia Metropolitan District
September 29, 2021 - Agenda
Page 3

IV.	OTHER BUSINESS		
	A		
V.	ADJOURNMENT	THE NEXT REGULAR MEETING IS SCHEDULED	<u>FOR</u>
		NOVEMBER 22, 2021 (BUDGET HEARING).	



# **Proposal for Extra Work at Columbia Metro District**

**Property Name** Columbia Metro District Contact David Solin

**Property Address** E. Orchard Rd. and S. Buckley Rd. То Columbia Metro District

> Centennial, CO 80015 CO SDMSI 141 Union Ave Ste 150 Billing Address

> > Lakewood, CO 80228

**Project Name** Fall Pansies (2021) **Project Description** 

Fall Pansies (2021)

**Scope of Work** 

QTY	UoM/Size	Material/Description
 1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Freight/Delivery
76.00	EACH	PANSY 18-4 flat Seasonal (Annual) Color Installed (Purple and Yellow)

For internal use only

SO# 7619287 JOB# 400300595 Service Line 130

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake: hurricane and freezing, etc. Under these circumstances. Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

 Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible darnage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

#### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing. BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

#### Customer

	District Manager
Signature	Title
David Solin	September 09, 2021
Printed Name	Date
BrightView Landscape	Services, Inc. "BrightView"
	Account Manager
Signature	Account Manager
Sgreture Sara Rutman	0.1040146.5000.500

Job #: 400300595 Proposed Price: \$7,970.34

SO# 7619287



# Proposal for Extra Work at Columbia Metro District

Property Name Columbia Metro District Contact David Solin

Property Address E. Orchard Rd. and S. Buckley Rd. To Columbia Metro District

Centennial, CO 80015 Billing Address CO SDMSI 141 Union Ave Ste 150

Lakewood, CO 80228

Project Name Insured Plant Replacement

Project Description Replace plants that died due to irrigation failure in Median Between Buckley and

Telluride

## **Scope of Work**

QTY	Y Uol	M/Size	Material/Description	Unit Price	Total
21.0	00 EA	ACH	NINEBARK, Little Devil - #3 Shrub/Perennial	\$60.36	\$1,267.60
25.0	00 EA	ACH	DOGWOOD, Arctic Fire - 5 gal. Shrub/Perennial	\$69.84	\$1,746.02
1.0	00 CL	JBIC YARD	BioComp Compost - Amendment Installed	\$123.99	\$123.99
9.0	00 EA	ACH .	JUNIPER, ANDORRA - 5 gal. Shrub/Perennial Installed	\$62.72	\$564.48
20.0	00 HC	OUR	Labor For Installation	\$66.25	\$1,325.00

For internal use only

 SO#
 7574802

 JOB#
 400300595

 Service Line
 130

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake: hurricane and freezing, etc. Under these circumstances. Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

 Cancellation. Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible darriage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

#### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing. BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

#### Customer

	Property Manager
Signature	Title
David Solin	July 20, 2021
Printed Name	Date
	e Services, Inc. "BrightView
BrightView Landscap	Account Manager

Job #: 400300595 Proposed Price: \$5,027.09

SO# 7574802



# Proposal for Extra Work at Columbia Metro District

Property Name Columbia Metro District Contact David Solin

Property Address E. Orchard Rd. and S. Buckley Rd. To Columbia Metro District

Centennial, CO 80015 Billing Address CO SDMSI 141 Union Ave Ste 150

Lakewood, CO 80228

Project Name Columbia Metro District Deep Prune Roses Only

Project Description Deep Prune all Rose bushes

**Scope of Work** 

Proposal includes labor to hard prune all dead wood from roses in medians and dumping fees

QTY	UoM/Size	Material/Description	Unit Price	Total
82.00	LUMP SUM	Labor to deep prune all Rosebushes	\$61.99	\$5,082.82
1.00	LUMP SUM	Dump Fees	\$130.00	\$130.00

For internal use only

 SO#
 7529777

 JOB#
 400300595

 Service Line
 130

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hall, fire, flood, earthquake: hurricane and freezing, etc. Under these circumstances. Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Cancellation. Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible darriage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

#### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing. BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

#### Customer

	District Manager
Signature	Title
David Solin	July 19, 2021
Printed Name	Date
BrightView Landscap	pe Services, Inc. "BrightView
BrightView Landscap	pe Services, Inc. "BrightView Account Manager
BrightView Landscap	

Job #: 400300595 Proposed Price: \$5,212.82

SO # 7529777



# Proposal for Extra Work at Columbia Metro District

Property Name

Columbia Metro District

Contact

David Solin

Property Address

E. Orchard Rd. and S. Buckley Rd.

To

Columbia Metro District

Centennial, CO 80015

Billing Address

CO SDMSI 141 Union Ave Ste 150

Lakewood, CO 80228

**Project Name** 

Complete renovation of Median at Telluride and Orchard

**Project Description** 

Remove all trees and plants and rock from median and redesign

## **Scope of Work**

Proposal represents completely renovating median at Telluride and Orchard. This estimate does not include the cost of lighting(need to bore for power) or getting irrigation to the island should there be no source connection(bore).

Annuals beds may not be planted depending on time of year of initial installation and availability of flowers.

QTY	UoM/Size	Material/Description	Unit Price	Total
12.00	EACH	GRASS, KARL FORESTER - 1 gal. Shrub/Perennial Installed	\$29.48	\$353.80
3.00	LUMP SUM	Remove Three Honey Locust Trees and Grind Stumps	\$4,583.33	\$13,750.00
3.00	EACH	CRABAPPLE, SPRING SNOW - 2" Deciduous Tree Installed	\$656.87	\$1,970.62
12.00	EACH	SPIREA, LIMEMOUND - 5 gal. Shrub/Perennial Installed	\$54.71	\$656.47
1.00	EACH	ROSE, DBL KNOCK OUT RED - 5 gal. Shrub/Perennial Installed	\$64.16	\$64.16
1.00	DAY	SKID STEAR Wheel Loader w/ bucket only - Daily Rate 1 Day	\$432.00	\$432.00
24.00	EACH	BLACK EYED SUSAN - 1 gal. Shrub/Perennial Installed	\$23.01	\$552.33
32.00	LUMP SUM	Labor to Clear Median, remove old material	\$64.47	\$2,062.88
6.00	CUBIC YARD	Dump and Transportation Fees	\$195.70	\$1,174.21
10.00	TON	3/4" Mountain Granite - TON Rock/Gravel Installed	\$144.48	\$1,444.80
10.00	LUMP SUM	Irrigation Installation on island(drip and Spray Heads)	\$70.13	\$701.30
4.00	CUBIC YARD	BioComp Compost - Amendment Installed	\$123.99	\$495.97
950.00	SQUARE FEET	Filter Fabric Installed	\$0.19	\$179.93
1.00	LUMP SUM	Annual Beds Flowers to match existing(cost will be added into annual order every year)	\$750.00	\$750.00
1.00	LUMP SUM	Paver Blocks for perimeter of annual beds(approx)	\$1,000.00	\$1,000.00

For internal use only

 SO#
 7530373

 JOB#
 400300595

 Service Line
 130

**Total Price** 

\$25,588.47

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake: hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

 Cancellation. Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

#### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing. BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

#### Customer

District Manager
Title
July 19, 2021
Date
e Services, Inc. "BrightView"
Account Manager
Account Manager

Job #: 400300595 Proposed Price: \$25,588.47

SO # 7530373



August 16, 2021

Lakewood, CO 80228

Removals:

10575 W. 64th Avenue Arvada, Colorado 80004 303-431-5885 303-456-6369 fax

Special District Management Service, Inc Attn: Robert Graham 141 Union Blvd

> Over 20 years of expert care & experience

> > \$100

Re: Columbia Metro District Center, center Island along Orchard Road from Buckley Road

to Smokey Hill Road

Remove dead crabapple in island between Genoa and Smokey Hill

•	Grind stump	\$100
•	Replace with 2" spring snow crabapple	\$825
•	Remove dead oak in island between Genoa and Dunkirk	\$100
•	Grind stump	\$100
•	Replace with 2" red oak	\$850
•	Remove dead crabapple between Genoa and Dunkirk	\$100
•	Grind stump	\$100
•	Replace with 2" spring snow crabapple	\$825
•	Remove oak between Tower and Biocay	\$250
	Grind stump	\$125
•	Replace with 2" swamp white oak	\$825
•	Remove dead crabapple between Tower and Waco	\$50
•	Grind stump	\$50
•	Replace with 2" spring snow crabapple	\$825
•	Remove dead oak between Tower and Waco	\$50
•	Grind stump	\$50
•	Replace with 2" oak	\$825
•		
•	Grind stump	\$800
•	Replace with 2 2" thornless cockspur hawthorns	\$1,600

Please call if you have any questions

Replace with 2" Kentucky coffee tree

Remove half dead ash in island between Telluride and Buckley

\$11,575

\$350 \$175

\$850

Thank you,

Grind stump

Ryan Wessels Rocky Mountain Tree Care, Inc. 303-775-7337

# Columbia Metropolitan District Landscape Maintenance Request for Proposal

Proposal Submission Deadline: July 31, 2021

Proposal Submitted by: Keesen Landscape Management

## **CONTRACT SERVICES**

ACTIVITY	FREQUENCY	UNIT PRICE	EXTENDED PRICE
PLANT & TREE CARE:			
Shrub/perennial/ornamental grass pruning	2	\$ 6,476	\$ 12,962
Tree pruning (traffic/safety)	1	\$	\$ Included Up to 10 Ft
Fertilization	1	\$ <del>1,288</del>	\$ 1,288
Weed control - pre-emergent application	1	\$ 2,345	\$ 2,345
Weed control - post-emergent applications Includes Trash Pick Up	26	\$	\$ 18,850
TREE WRAPPING:			
small deciduous trees	1	\$ <u>255</u>	\$ <u>255</u>
spring tree wrap removal	1	\$ Included	\$ Included
IRRIGATION SYSTEM MANAGEMENT:			
Activation	1	\$ 420	\$ <u>420</u>
Winterization	1	\$ 670	\$ 670
System Check	24	\$ 230	\$ 5,520
MISCELLANEOUS:			
Spring Clean-up	1	\$ 1,430	\$ <sub>1,430</sub>
Fall Clean-up	2	\$ 1,070	\$ 2,140
Debris & Litter Removal	26 not 52	\$ 73.50	\$ 3,822
		TOTAL CONTRACT PRICE	\$ 49,692
ADDITIONAL SERVICES		MONTHLY CONTRACT PRICE	\$ <u>4,141</u>
LABOR RATES:		COST PER HOUR	

LABOR RATES:	COST PER HOUR	
Irrigation Technician	\$ 68	
Irrigation Labor	\$ 60	

# Columbia Metropolitan District Landscape Maintenance Request for Proposal

Proposal Submission Deadline: July 31, 2021

Proposal Submitted by: BrightView Landscape Services, Inc.

### **CONTRACT SERVICES**

Irrigation Labor

ACTIVITY	FREQUENCY	UNIT PRICE	EXTENDED PRICE
PLANT & TREE CARE:			
Shrub/perennial/ornamental grass pruning	2	\$ 2,642	\$ 5,284
Tree pruning (traffic/safety)	1	\$ 200	\$ 200
Fertilization	1	\$ 200	\$ 200
Weed control - pre-emergent application	1	\$ <u>1,228</u>	\$ <u>1,228</u>
Weed control - post-emergent applications	26	\$ <u>347</u>	\$ 9,022
TREE WRAPPING:			
small deciduous trees	1	\$	\$ N/A
spring tree wrap removal	1	\$	\$ N/A
IRRIGATION SYSTEM MANAGEMENT:			
Activation	1	\$ 290	\$ 290
Winterization	1	\$ 400	\$ 400
System Check	24	\$ 65	\$ <u>1,560</u>
MISCELLANEOUS:			
Spring Clean-up	1	\$ 2,760	\$ 2,760
Fall Clean-up	2	\$ 2,758	\$ <u>5,516</u>
Debris & Litter Removal	52	\$ <u>65</u>	\$ 3,380
		TOTAL CONTRACT PRICE	\$ 29,840
		MONTHLY CONTRACT PRICE	<b>\$</b> 2,486.66
ADDITIONAL SERVICES			
LABOR RATES:		COST PER HOUR	
Irrigation Technician		\$ <u>65</u>	

\$ 50