


TOWN OF SUPERIOR
RESOLUTION NO. R-57
SERIES 2017

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN AGREEMENT WITH VARGAS PROPERTY SERVICES, INC. FOR LANDSCAPING MAINTENANCE AND SNOW REMOVAL SERVICES

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Agreement between the Town of Superior and Vargas Property Services, Inc. for landscaping maintenance and snow removal services is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 11th day of December, 2017.



Clint Folsom, Mayor

ATTEST




Phyllis L. Hardin, Town Clerk-Treasurer

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 11th day of December, 2017, (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, Colorado 80027 (the "Town"), and Vargas Property Services, Inc., an independent contractor with a principal place of business at 270 Interlocken Boulevard, Broomfield, CO 80021 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, 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 is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$962,211.56. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs

and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work 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 a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor

that 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. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department 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 who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

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.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and 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 Boulder County, Colorado.

B. 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.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

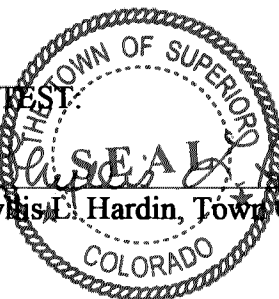
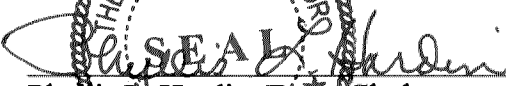
K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR, COLORADO



Clint Folsom, Mayor

ATTEST



Phyllis L. Hardin, Town Clerk

CONTRACTOR

By: *Vince Vargas*

STATE OF COLORADO)
) ss.
COUNTY OF BROOMFIELD)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 18th
day of DECEMBER, 2017, by VICTOR M. VARGAS as PRESIDENT
of VARGAS PROPERTY SERVICES, INC.

My commission expires: 11/09/2019

(SEAL)

Vince Vargas
Notary Public

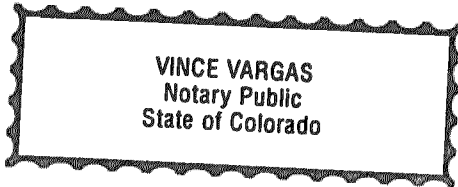


EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall maintain approximately 630 acres of landscaped areas and park facilities, and approximately 30 miles of hard-surface and soft-surface trails located in the Town.
- Contractor shall maintain turf and natural grass areas, trees, flower and shrub beds, irrigation system, as well as snow removal and other property maintenance services as outlined in the following deliverables.
- Contractor shall prepare, install and grow flowers.
- All Class areas shall be maintained by Contractor to the following minimum "Standard Service for All Classes" and any maintenance variances for each Class shall be performed by Contractor and can be found following this section in "Class Specific Variances."

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

STANDARD SERVICE FOR ALL CLASSES

Contractor shall maintain all Class areas to the following minimums.

- Scheduled chemical applications
 - Written notification to the Town shall occur one week prior to chemical applications, 30-34 times per year and include location, product and performance date.
 - Reporting of completed spray work and record of undiluted chemical usage shall be included in Contractor's weekly report.
- Irrigation system
 - Weekly monitoring and weekly written report shall be provided April 15 – October 15 (26 times), including observations and adjustment recommendations.
 - Written report shall specify irrigation areas checked and problems found throughout the week.
 - Proposals shall be submitted to Town addressing any extensive irrigation repairs required over \$500.
 - Irrigation repairs shall be billed on a Time & Material basis according to Unit Prices. Billing shall identify materials utilized, class, clock and zone numbers.
 - Irrigation system programming needs shall be provided by Contractor to the Town so adjustments can be made in the centralized system.

- The Town shall be responsible to make all adjustments in the system.
- Plant moisture monitoring
 - Irrigation and water requirements for all plants including trees shall be monitored weekly from April 15 – October 15 (26 times).
 - Tree winter irrigation and water requirements shall be monitored bi-weekly from October 16 – April 14 (13 times) to determine moisture levels and shall be billed on a Time & Materials basis.
- Storm, accident, graffiti and vandalism
 - Landscaping materials which become damaged or displaced because of rain, windstorms, or vehicular traffic accidents shall be reported and corrected as directed by the Town. Contractor shall immediately inspect the work areas for safety considerations following heavy storms for damaged or displaced landscape materials.
 - Contractor shall notify the Town of all visible graffiti and vandalism on the same day as discovered for further investigation.
 - Upon observing any storm damage, accident, graffiti and vandalism or displacement that affects public safety or typical landscape aesthetics or amenities, Contractor shall immediately notify the Town, and document the occurrence in the weekly report.
- Turf care
 - Mowing turf areas shall be weekly or as required April 15 – October 15, weather permitting (26 times).
 - Clipping removal generated from mowing shall not be removed unless considered unsightly or upon direction from the Town.
 - Edging of hardscape shall be performed every other week from April 15 – October 15 (12 times), weather permitting with a steel blade mechanical device.
 - Edging adjacent to shrub and groundcover areas shall be maintained with string trimmers and/or chemical abatement performed every other week, from April 15 – October 15 (12 times), weather permitting.
 - Fertilization of turf areas shall be performed a minimum of 1 time between April 15 – October 15 and shall apply a minimum of 10 pounds of nitrogen per 1,000 ft² over the course of the season. The Town shall approve selected fertilizer prior to application and if the Town is not satisfied with the turf color, additional fertilization shall be provided at no additional cost.
 - Turf weed control shall be performed as needed by various methods. A pre-emergent treatment shall be performed by Contractor in coordination with the Town in April. Post-emergent chemical applications and treatment for grassy weeds shall be employed April 15 - October 15.
 - Core Aeration 1 spring and 1 fall shall be performed.
- Native care

- Native Mowing consists of a 6'- 8' pass along either side of soft trails & sidewalks, open space side of fence lines and a complete mowing of fence line to sidewalk as shown on the Landscape Trail and Fence Mowing map dated October 2016. This mowing shall be performed 2 times per year from May – October. Complete mowing of open space areas is not required.
- Native Edging along sidewalks in native areas with a steel-bladed mechanical device shall occur 4 times per year as needed from April 15 – October 15.
- Plant care
 - Tree and shrub pruning, 1 dormant pruning in the fall and pruning up to 4 times April – September. All trees shall be safety pruned up to 8' in height as needed. Plant material larger than 15' is not required.
 - Plant weed control shall be performed weekly from April 15 – October 15, weather permitting (26 times) by hand and pre-emergent and post-emergent treatments.
 - Fertilization of trees and shrubs shall occur in the late spring through the use of a broadcast application of slow release fertilizer.
 - Tree wrapping shall typically be applied in the fall to shade trees less than 4" caliper that are susceptible to sunscald.
 - Insect and disease control for trees up to 15' and shrubs through the use of 2 general applications and spot treatments are included in this agreement. Additional applications required for a specific pest shall be recommended to the Town for approval.
 - Ornamental Grass cutback each spring no later than March 15th. Cutback may be required earlier due to snow damage.
- Flower maintenance
 - Flower beds (approximately 4,000 square feet) shall be weeded and deadheaded each week and a slow release fertilizer shall be applied 1 time April 15 – October 15. Contractor shall provide flower insect and disease control spot treatments upon request of the Town and shall be billed at contracted Time and Materials basis.
 - Perennial flowers shall be cut-back 1 time in the fall.
 - Maintenance of wildflower beds bordering turf shall occur 15 times April 15 – October 15. The Town shall provide wildflower seed and Contractor shall overseed beds in the spring at ½ the standard planting rate and beds shall be fertilized 1 time and all wildflowers shall be cut down in the fall. Substantial bare areas in the beds shall be overseeded as needed.
 - Maintenance of wildflower beds bordering native shall be weeded 7 times. All wildflowers shall be cut down in the fall. The Town shall provide wildflower seed and Contractor shall overseed beds in the spring at ½ the standard planting rate. Substantial bare areas in the beds shall be overseeded as needed.
 - Contractor shall remove annual plant material in flower beds in October.
- Irrigation systems

- Activation shall occur in March/April on Town approval. A proposal shall be submitted to Town addressing any extensive repairs required over \$500. Upon activation, the system shall be programmed for spring conditions by the Town.
- Winterization where the system shall have forced air injected into the lines shall occur in October/November, contingent on weather conditions. Start date for winterization shall be approved by the Town.
- Debris and litter removal
 - Landscaped areas shall have trash and debris removal on a weekly basis (52 times) and shall occur prior to mowing. Debris and litter shall be disposed of in off-site dumpster facilities provided by Contractor.
 - Native, open space and wetland areas shall have trash and debris removal performed once per month (12 times).
 - Trashcans and pet pick-up dispensers shall be emptied and relined 2 times per week year-round (104 times). Contractor shall supply liners for trashcans and biodegradable liners and the Town shall supply pet pick-up dispenser liners.
 - Sidewalks and curbs shall be kept clean with the use of mechanical blowers, after each mowing.
- Miscellaneous
 - Trail weed control consists of labor and materials required to perform this service on all soft trails 5 times as needed April 15 – October 15. This includes 1 pre-emergent treatment and 4 post-emergent treatments.
 - Dumpster enclosures at North and South Pools shall be cleaned of debris, inspected and slats repaired if required 1 time per month.
 - Contractor shall provide emergency on-call service upon request of the Town and shall be billed at contracted Time and Materials basis. One hour response time is required.

Task	Frequency	Note
Reporting, Monitoring and Notifications		
Scheduled Chemical Applications	30-34	Written Reporting
Irrigation System	26	Monitoring and Written Report Weekly, April 15 – October 15
Plant Moisture Monitoring	39	Monitoring plants and trees weekly (26 times) April 15 – October 15, trees only biweekly October 16 – April 14 (13 times)
Storm, Accident, Graffiti and Vandalism Damage	As Needed	Notification
Turf Care		

Mowing	26	Weekly or as required, April 15- October 15
Clipping Removal	As Needed	When unsightly or as directed by Town.
Edging Hardscape	12	Every other week April 15 – October 15
Edging Adjacent to Shrub and Ground Cover	12	String trimming and chemical abatement every other week April 15 – October 15
Fertilization	1	April 15 – October 15
Turf Weed Control	2	1 pre-emergent in April, 1 post-emergent applications as needed April 15 – October 15
Core Aeration	2	1 Spring, 1 Fall
Native Care		
Native Mowing	2	As needed, May – October
Native Edging	4	As needed, April 15 – October 15
Plant Care		
Tree and Shrub Pruning	5	1 dormant pruning in the fall and 4 times April – September as needed
Plant Weed Control	26	Weekly April 15 – October 15
Fertilization of Trees and Shrubs	1	Late spring
Tree Wrapping	1	Fall
Insect and Disease Control	2 + Spot Treatments	2 general applications and spot treat as needed
Ornamental Grass	1	Cutback , before March 15, or earlier due to snow damage
Flower Maintenance		
Maintenance of Flower Beds	See Note	Weed and deadhead weekly, 1 fertilization during April 15 – October 15, cut-back early fall
Perennial Flower Beds	1	1 fall cutback
Maintenance of Wildflower Beds Bordering Turf	See Note and description	15 weedings, 1 seeding, ongoing spot overseeding and 1 fertilization, April 15 – October 15, fall cut-down
Maintenance of Wildflower Beds Bordering Native	See Note and description	7 weeding, 1 seeding, ongoing spot overseeding and 1 fertilization April 15 – October 15, fall cut-down

Annual Flower Removal	1	1 removal of annual plant material in flower beds in October
Irrigation Systems		
Activation of System	1	March/April, proposals for extensive repairs over \$500
Winterization	1	October/November
Debris and Litter Removal		
Landscaped Areas	52	Weekly
Native, Open Space, Wetland Areas	12	Monthly
Trashcans and Pet Pick-up Dispensers	104	Empty and reline twice a week, trashcan and biodegradable liners for recyclable containers are included in this agreement, Pet Pick-up liners shall be provided by Town
Sidewalks and Curbs		After mowing
Miscellaneous Services		
Trail Weed Control	5	1 pre-emergent and 4 post-emergent, April 15 – October 15
Dumpster Enclosures	12	Monthly

CLASS SPECIFIC VARIANCES

Class 1

- Trashcans at bus stops (10) and 1 in the Calmante sub-division shall be emptied and relined 2 times per week (104 times).
- Cattail cutting on the West Side of Coal Creek Bridge shall be cut down 1 time each year.
- Cattail cutting on the West Side of Rock Creek Parkway between Coal Creek & 88th Street shall be cut down 1 time each year.
- Mowing of native grass in the field of the Calmante sub-division shall occur 3 times each year and weed mitigation shall include 1 pre-emergent treatment and 2 post-emergent spot spray treatments.

Class 2

- Depot Street mowing 2 times per year as needed April 15 – October 15 (in addition to Standard Services 2 times).
- Trashcans and pet pick-up dispensers at Community Park, North and South Pools, playgrounds and the Basketball Park from March 15th – October 31st shall be emptied and relined 3 times Monday – Friday, 1 time Saturday and 1 time Sunday afternoons (66 times

in addition to Standard Services 104 times). Additional services may be required for special events or tournaments on an as needed basis.

- Trashcans and Pet Pick-Up Dispensers at Community Park, playgrounds and the Basketball Park, from November 1st – December 31st, shall be emptied and relined 1 day per week (8 times in addition to Standard Services 2 times per week).
- Turf Mowing shall occur 4 times per year from April 15 – October 15 for parks used for organized sports practices or play (in addition to Standard Services 26 times). Mow heights shall be adjusted for use considerations as determined by the Town.
- Fertilization of Community Park fields shall be 3 times per year using a traditional type fertilizer approved by the Town (in addition to Standard Services 1 time).
- Deep Tine Aeration of Community Park Ball Fields shall be 2 times per year.
- Fertilization of Dog Park shall be 3 times per year using an organic fertilizer (in addition to Standard Services 1 time).
- Community Park Playgrounds, pea gravel shall be swept back into playground on a weekly basis year round (52 times).
- Mowing of native grass in the Superior Cemetery 1 time per year, on dates determined by the Town (in addition to Standard Services 2 times).
- Cattail cutting in the detention area northeast of the parking lot at Community Park 2 times each year or as requested by the Town.

Class 3

- Turf care & irrigation is not included.
- Cattail cutting shall be performed 1 time annually at Ponds 1, 2 and 8.
- Open Space
 - Trash cans and pet pick-up dispensers shall be emptied and relined 40 times, 1 extra time per week year-round (in addition to Standard Services 12 times).
 - Native mowing along trails 2 times per year (in addition to Standard Services 2 times).

Class 5

- Fertilization of Kupfner Fields shall be fertilized 3 additional times per year using a traditional type fertilizer approved and scheduled by the Town
- Aeration of Kupfner Fields shall be 3 times per year (Core) and scheduled by Town (in addition to Standard Services 2 times).
- Insect and disease control Applications shall be recommended and a proposal shall be submitted for approval by the Town.
- Native mowing shall occur 1 time April 15 – October 15 at the McCaslin/Hwy 36 Interchange (in addition to Standard Services 2 times).
- Detention pond inlets and outlets shall be cleaned out monthly.

Class Specific Variances

Task	Frequency	Note
Class 1		
Trash Cans	104	10 bus stop trash cans and 1 Calmante trash can, emptied and relined 2 times per week,
Cattail Cutting - West Side of Coal Creek Bridge	1	
Cattail Cutting - West Side Coal Creek Pkwy	1	
Calmante Native Field Mowing	3	
Calmante Weed Control	3	1 pre-emergent treatment and 2 post-emergent spot spray treatments.
Class 2		
Depot Street Mowing	2	April 15 – October 15 (frequency is in addition to Standard Services 2 times May - October)
Trashcans and Pet Pick-Up Dispensers	66	Emptied and relined 3 times per week at Community Park, North and South Pools, Playgrounds and the Basketball Park from March 15 – October 31 (frequency is in addition to the 2 times per week included under Standard Services)
Trashcans and Pet Pick-Up Dispensers	8	Emptied and relined 1 additional time per week Community Park, North and South Pools, Playgrounds, Basketball Park, November 1 – December 31 (frequency is in addition to the 2 times per week included under Standard Services)
Turf Mowing	4	Parks used for organized sports practices or play from April 15 – October 15 (frequency is in addition to Standard Services 26 times)
Fertilization of Community Park Fields	3	Traditional fertilizer (frequency is in addition to the Standard Services 1 time)
Aeration Community Park Fields	2	Deep tine
Fertilization of Dog Park	3	Organic fertilizer (frequency is in addition to the Standard Services 1 time)
Community Park Playgrounds	52	Sweep pea gravel weekly
Cemetery Mowing	1	(frequency is in addition to the Standard Services 2 times)
Cattail Cutting	2	Or as requested. Detention area Northeast of the Parking Lot at Community Park
Class 3		
Turf Care and Irrigation	0	Not included
Cattail Cutting	1	Ponds 1, 2, 8

Open Space		
Trash Cans and Pet Pick-up Dispensers	40	Emptied and relined 1 time a week year round (frequency is in addition to the Standard Services 12 times per year)
Native Mowing	2	Along trails (frequency is in addition to the included 2 times within Standard Services)
Class 5		
Fertilization of Kupfner Fields	3	Traditional fertilizer (frequency is in addition to the Standard Services 1 time).
Aeration of Kupfner Fields	2	3 core, (frequency is in addition to the Standard Services 2 times)
Insect and Disease Control	0	Not included
Native Mowing	1	McCaslin/Hwy 36 Interchange, April 15 – October 15, (frequency is in addition to the Standard Services 2 times)
Detention Ponds	12	Cleaning inlets and outlets

PAYMENT SCHEDULE

MONTH	%	CLASS 1	CLASS 2	CLASS 3	CLASS 5	OPEN SPACE
JANUARY	3.00%	14,426.19	8,351.23	525.74	2,335.52	326.13
FEBRUARY	5.00%	24,043.65	13,918.72	876.23	3,892.54	543.55
MARCH	5.00%	24,043.65	13,918.72	876.23	3,892.54	543.55
APRIL	11.00%	52,896.04	30,621.17	1,927.70	8,563.58	1,195.80
MAY	11.00%	52,896.04	30,621.17	1,927.70	8,563.58	1,195.80
JUNE	11.00%	52,896.04	30,621.17	1,927.70	8,563.58	1,195.80
JULY	11.00%	52,896.04	30,621.17	1,927.70	8,563.58	1,195.80
AUGUST	11.00%	52,896.04	30,621.17	1,927.70	8,563.58	1,195.80
SEPTEMBER	11.00%	52,896.04	30,621.17	1,927.70	8,563.58	1,195.80
OCTOBER	11.00%	52,896.04	30,621.17	1,927.70	8,563.58	1,195.80
NOVEMBER	7.00%	33,661.12	19,486.20	1,226.72	5,449.55	760.96
DECEMBER	3.00%	14,426.19	8,351.23	525.74	2,335.52	326.13
TOTAL	100%	480,873.08	278,374.31	17,524.51	77,850.75	10,870.91

TOTAL ACROSS ALL CLASSES: \$ 865,493.56
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SNOW REMOVAL

Contractor shall provide snow removal services beginning on January 1, 2017 and end December 31, 2017. The Town shall notify Contractor in writing if the Town desires Contractor to perform any services inconsistent or in addition to these specifications. Contractor shall only be responsible for such additional services if accepted in writing by the Town. Contractor shall not be expected to service or be liable for any services during blizzard conditions or at times deemed to be a State of Emergency by the Governor of Colorado.

Contractor shall communicate with the Town's representative during snow events and respond to site when snow levels reach approximately 1" in depth. Snowfall depth shall be determined by an independent service providing local meteorology reports from numerous locations. Reported depths from areas nearest snow site shall be used.

Snow clearing shall be performed as indicated on the *Sidewalk and Trails Snow Map* dated October 2016. Contractor shall move snow that accumulates on Primary Sidewalks and Trails (and handicap access to these) and Secondary areas as directed by the Town. Snow shall be piled in areas so as not to unreasonably impede normal pedestrian traffic. Upon completion of snow plowing, Contractor shall apply a spot application of natural chloride product on Primary Sidewalks and Trails adjacent to schools and follow-up spot applications as required for icy areas, only when icy conditions exist.

The following hourly and material rates shall apply:

- Truck with Plow \$110.00/man-hour
- Hand Shoveling \$45.00/man-hour
- Ice Melt applied \$1.10/per lb
- ATV with Plow \$75.00/man-hour
- Skidsteer \$110.00/man-hour
- Front End Loader \$250.00/man-hour
- Walk-behind Snow Blower \$50.00/man-hour
- Labor for Salt/Sand Removal from Curb lines & Sidewalks \$30.00/man-hour
- Labor for Ice Melt Removal from Sidewalks & Trails \$30.00/man-hour

Snow clearing on Thanksgiving, Christmas and New Year's Day shall be charged as follows:

- No Overtime or Holiday Rates Apply

Contractor shall submit invoices for snow clearing services on a per snowfall basis.

ALL CLASSES UNIT PRICES

The following prices are the basis for additional work above and beyond the base contract. The value of such changes shall be determined by the quantities involved for each project. All unit prices for each of the items listed shall include its *pro rata* share of profits, taxes and overhead. Prices shall include removal and installed cost unless noted as material only. Unit prices provided shall reflect materials currently used by the Town.

LABOR RATES

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE
LANDSCAPE MAINTENANCE SUPERVISOR	1	HR	40.00
LANDSCAPE MAINTENANCE FOREMAN	1	HR	32.00
LANDSCAPE MAINTENANCE LABORER	1	HR	25.00
IRRIGATION TECHNICIAN	1	HR	40.00
IRRIGATION LABORER	1	HR	30.00
SPRAY RIG OPERATOR & LABORER	1	HR	70.00
BACKPACK SPRAY WITH RODEO	1	HR	30.00
LANDSCAPE INSTALLATION SUPERVISOR	1	HR	40.00
LANDSCAPE INSTALLATION FOREMAN	1	HR	32.00
LANDSCAPE INSTALLATION LABORER	1	HR	25.00
EXTRA MOWING WITH STANDARD MOWER	1	HR	40.00
GATOR OR ATV FOR WORK OUTSIDE CONTRACT	1	HR	10.00
MECHANICAL WEED CONTROL	1	HR	40.00
SKIDSTEER WITH OPERATOR	1	HR	110.00
SKIDSTEER W/ OPERATOR + ADD'L LABORER	1	HR	145.00
WRAP TREES (INCLUDES MATERIAL)	1	EA	3.50
WINTER WATER-			
2 TEAM MEMBERS & EQUIPMENT	1	HR	65.00
1 TEAM MEMBER & EQUIPMENT	1	HR	50.00

LANDSCAPE MATERIAL

ITEM DESCRIPTION	SIZE	QTY	UNIT	UNIT PRICE
SOIL PREP COMPOST 3CY/MSF		1	SF	.45
FINE GRADE		1	SF	.20
RED CEDAR WOOD MULCH 3" DEEP		1	SF	1.20
COBBLE ROCK MULCH	4-8"	1	SF	4.00
GRAVEL ROCK MULCH 3" DEEP	.75" or 1.5"	1	SF	.85

COLORADO ROSE GRANITE	¾"	1	SF	1.00
COLORADO ROSE GRANITE	1.5"	1	SF	1.15
WEED BARRIER FABRIC		1	SF	.15
DURA STEEL EDGER 1/8"	4"	1	LF	3.95
STEEL EDGER GALVANIZED W/CAP	4"	1	LF	2.10
SOD INSTALLATION				
SOD REMOVAL		1	SF	.30
DUMP FEE		1	SF	.60
FESCUE SOD NO SOIL PREP		1	SF	1.40
BLUEGRASS SOD NO SOIL PREP		1	SF	1.00
SEEDING				
NATIVE TURFGRASS SEEDING NO SOIL PREP		1	SF	.17
NATIVE BLEND SEEDING NO SOIL PREP		1	SF	.25
WILDFLOWER SEEDING NO SOIL PREP		1	SF	.35
MULCH REMOVAL 2-3" DEEP		1	SF	.30
EQUIPMENT		1	SF	.50
DUMP FEE		1	SF	.60
EMPTY PEDESTRIAN TRASH RECEPTACLE		1	EA	2.25
SILT FENCE MATERIAL ONLY		1	LF	.45
TREATED TIMBERS MATERIAL ONLY	6"x6"x8'	1	EA	30.00
STANDARD DUMP FEE		1	CY	11.00

IRRIGATION – MATERIALS & LABOR INCLUDED

PART DESCRIPTION	SIZE	QTY	UNIT	UNIT PRICE
SLEEVE PRICES				
BORE SLEEVING				
CL 160 PVC PIPE	2"	1	LF	23.23
CL 160 PVC PIPE	4"	1	LF	25.11
SLEEVING PRIOR TO PAVEMENT				230.00
CL 160 PVC PIPE	2"	150	LF	135.00
CL 160 PVC PIPE	4"	150	LF	498.90
CL 160 PVC PIPE	6"	150	LF	689.00
MOBILIZATION		1	DAY	125.00
CLEAN-UP		1	DAY	90.00
FITTINGS				
PART DESCRIPTION	SIZE	QTY	UNIT	UNIT PRICE
SCH 40 ELBOW GASKET	4"	1	EA	41.76
SCH 40 45	4"	1	EA	39.00
SCH 40 TEE	4"	1	EA	40.00

REDUCE COUPLING	4" x 3"	1	EA	22.50
SERVICE TEE	4x4x2"	1	EA	33.71
SERVICE TEE	4x4x1.5"	1	EA	35.00
QUICK COUPLER VALVE	1"	1	EA	
10" ROUND BOX		1	EA	
ASSEMBLY		1	EA	129.62
BRASS GATE VALVES THREADED	4"	1	EA	
10" ROUND BOX		1	EA	
ASSEMBLY		1	EA	255.55
BRASS GATE VALVES	3"	1	EA	
10" ROUND BOX		1	EA	
ASSEMBLY		1	EA	165.24
BRASS GATE VALVES THREADED	2.5"	1	EA	
10" ROUND BOX		1	EA	
ASSEMBLY		1	EA	120.11
RB PESB CONTROL VALVES	2"	1	EA	
12" STANDARD BOX		1	EA	
ASSEMBLY		1	EA	224.96
RB PESB CONTROL VALVES	1.5"	1	EA	
12" STANDARD BOX		1	EA	
ASSEMBLY		1	EA	180.86
RB PESB CONTROL VALVES	1"	1	EA	
12" STANDARD BOX		1	EA	
ASSEMBLY		1	EA	151.61
RB PEB/PGA SOLENOID		1	EA	36.83
<u>ROTORS</u>				
HUNTER I-20 SS CV NON-POT ASSEMBLY		1	EA	33.00
HUNTER I-25 SS CV NON-POT ASSEMBLY		1	EA	57.12
HUNTER I-40 SS CV NON-POT ASSEMBLY		1	EA	99.00
HUNTER PGA 12"		1	EA	43.76
RAINBIRD 8005 SS NON-POT		1	EA	74.70
<u>POP-UPS</u>				
RB 1812 SAM PRS WITH NOZZLES		1	EA	26.91
RB 1806 SAM PRS WITH NOZZLES		1	EA	19.80
RB 1804 SAM PRS WITH NOZZLES		1	EA	9.03
RB 1800NP PURPLE CAP		1	EA	1.34
DRIP POLY LINE		100	LF	.38/38.00
EMITTERS & LINE	1/4"	1	FT	2.82
DRIP BLOW VALVE 6" ROUND W/COVER		1	EA	18.47

WIRE INSTALLED WITH MAINLINE	14GA	1	LF	2.17
WIRE INSTALLED WITH MAINLINE	12GA	1	LF	1.76

IRRIGATION PRICING FOR REPAIR WORK MATERIAL ONLY – EXCLUDES LABOR

PART DESCRIPTION	SIZE	QTY	UNIT	UNIT PRICE
ADAPTER-PVC	1-1/2" M x S	1	EA	1.06
ADAPTER-PVC	2" M x S	1	EA	1.38
ADAPTER-PVC	2-1/2" Male	1	EA	4.04
BALL VALVE -SCH 40	2" S X S	1	EA	28.21
BUSHING	1" X 3/4" M X F	1	EA	1.39
BUSHING	1-1/2" 1" SP X S	1	EA	1.11
BUSHING	1-1/4" X 1" SP X S	1	EA	1.05
BUSHING	1-1/4" X 1-1/2" SP X S	1	EA	1.11
BUSHING	1-1/2" X 2" SP X S	1	EA	1.84
BUSHING	1" X 2" SP X S	1	EA	1.84
BUSHING	2" X 3" SP X S	1	EA	2.85
COUPLER INSERT	Funny	1	EA	.29
COUPLER INSERT	3/4"	1	EA	.79
COUPLER - PVC	1" Slip	1	EA	.65
COUPLER - PVC	1-1/4" SLIP	1	EA	.90
COUPLER - PVC	1-1/2" SLIP	1	EA	.97
COUPLER - PVC	2" SLIP	1	EA	1.47
COUPLER - PVC	2-1/2" SLIP	1	EA	3.25
COUPLER - PVC	3" SLIP	1	EA	5.09
DRIP VALVE KIT	3/4"	1	EA	50.47
ELL 90 SLIP	1/2"	1	EA	.41
ELL 90	3/4" S X F	1	EA	.59
ELL 45 SLIP	1"	1	EA	1.27
ELL 90 SLIP	1"	1	EA	.83
ELL MARLEX	1/2"	1	EA	.79
ELL MARLEX	3/4"	1	EA	.93
ELL 90 SLIP	1-1/4"	1	EA	1.46
ELL 45 SLIP	1-1/2"	1	EA	2.21
ELL 90 SLIP	2"	1	EA	2.46
ELL 45 SLIP	2"	1	EA	2.89
ELL 45 SLIP	2-1/2"	1	EA	5.43
ELL 90 THREADED	1-1/2"	1	EA	4.25
EMITTERS	1/2", 1, 2 GAL	1	LF	.45
FUNNY PIPE		1	FT	.37
FUNNY TEES INS		1	EA	.39
MARLEX	1/2"	1	EA	.90
MARLEX	1"	1	EA	2.30
NIPPLE	1/2" X 6"	1	EA	.55
NIPPLE	3/4" X 6"	1	EA	.69
NIPPLE	1" X 6"	1	EA	1.46
NIPPLE	1-1/2" X 6"	1	EA	2.22

NIPPLE	2" X 4"	1	EA	2.12
NOZZLES - RAINBIRD & HUNTER		1	EA	1.29
PINCH CLAMPS	1"	1	EA	1.15
PIPE - POLY DRIP	3/4"	1	EA	.33
PIPE - PVC LATERAL - CL 200	1/2"	1	EA	.21
PIPE PVC CL 200	3/4"	1	LF	.25
PIPE PVC CL 200	1"	1	LF	.33
PIPE PVC CL 200	1-1/4"	1	LF	.53
PIPE PVC CL 200	1-1/2"	1	LF	.70
PIPE PVC CL 200	2"	1	LF	1.07
PIPE PVC SCH 40	3/4"	1	LF	.46
PIPE PVC SCH 40	1"	1	LF	.65
PIPE PVC SCH 40	1-1/4"	1	LF	.91
PIPE PVC SCH 40	1-1/2"	1	LF	1.02
PIPE PVC SCH 40	2"	1	LF	1.36
PIPE PVC SCH 40	3"	1	LF	2.90
PIPE PVC SCH 40	4"	1	LF	4.12
PIPE PVC SCH 40	6"	1	LF	7.94
SLIP FIX	3/4"	1	EA	3.99
SLIP FIX	1"	1	EA	5.16
SLIP FIX	1-1/2"	1	EA	9.83
SLIP FIX	2"	1	EA	18.74
SOLENOID - RAINBIRD		1	EA	36.83
SPAGHETTI TUBING PER LF	3/4"	1	LF	.33
TEE -PVC	1 X 1 X 1/2" SSF	1	EA	1.36
TEE -PVC	1 X 1 X 3/4" SSF	1	EA	1.95
TEE -PVC	1-1/2" x 1-1/2" x 1/2" SSF	1	EA	4.04
TEE -PVC	2-1/2" x 2-1/2" x 1-1/2" SSF	1	EA	11.00
TEE -PVC	3" X 3" X 1-1/2" SSF	1	EA	12.51
VALVE - SCRUBBER	1"	1	EA	126.90
VALVE - SCRUBBER	1-1/2"	1	EA	165.15
VALVE - SCRUBBER	2"	1	EA	200.25
VALVE BOX W/ LID INSTALLED	10" ROUND	1	EA	16.71
WIRE NUTS		1	EA	1.89

PLANT MATERIAL

DECIDUOUS TREES

Common Name	SIZE	UNIT	UNIT PRICE
American Hornbeam	2.5"	EA	430.00
Autumn Blaze Maple	2.5"	EA	450.00
Autumn Purple Ash	2.5"	EA	430.00
Bur Oak	2.5"	EA	450.00
Columnar English Oak	2.5"	EA	450.00
Deborah Norway Maple	2.5"	EA	430.00
Emerald Luster Norway Maple	2.5"	EA	430.00
English Oak	2.5"	EA	450.00
Greenspire Linden	2.5"	EA	450.00

Hackberry	2"	EA	410.00
Homestead Elm	2.5"	EA	450.00
Horsechestnut	2.5"	EA	475.00
Imperial Honeylocust	2.5"	EA	475.00
Kentucky Coffee Tree	2"	EA	420.00
Lacebark Elm	2"	EA	410.00
Lanceleaf Cottonwood	2.5"	EA	430.00
Prairie Cascade Willow	2.5"	EA	450.00
Northern Red Oak	2.5"	EA	450.00
Patmore Ash	2.5"	EA	430.00
Red Sunset Maple	2.5"	EA	430.00
Redmond Linden	2"	EA	410.00
Royal Red Norway Maple	2.5"	EA	430.00
Shademaster Honeylocust	2.5"	EA	475.00
Shumard Oak	2"	EA	420.00
Skyline Honeylocust	2.5"	EA	475.00
Summit Ash	2.5"	EA	430.00
Swamp White Oak	2.5"	EA	450.00
Western Catalpa	2"	EA	430.00

ORNAMENTAL TREES

Common Name	SIZE	UNIT	UNIT PRICE
Amur Chokeberry	2"	EA	410.00
Amur Maple	6' MULTI	EA	410.00
Autumn Brilliant Serviceberry	6' MULTI	EA	410.00
Autumn Blaze Pear	2"	EA	420.00
Brandywine Crabapple	2"	EA	410.00
Canada Red Cherry	2"	EA	410.00
Chanticleer Pear	2"	EA	410.00
Cockspur Hawthorn	2"	EA	410.00
Golden Rain Tree	2"	EA	450.00
Holmford Pear (New Bradford Variety)	2"	EA	410.00
Japanese Tree Lilac	2"	EA	410.00
Korean Sun Pear	2"	EA	410.00
Montgomery Cherry	2"	EA	410.00
Newport Plum	2"	EA	410.00
Paperback Maple	6' MULTI	EA	410.00
Radiant Crabapple	2"	EA	410.00
Shadblow Serviceberry	6' MULTI	EA	410.00
Shubert Chokecherry	2"	EA	410.00
Snowcloud Crabapple	2"	EA	475.00
Washington Hawthorn	2"	EA	425.00

EVERGREEN TREES

Common Name	SIZE	UNIT	UNIT PRICE
White Fur	8'	EA	475.00

Norway Spruce	8'	EA	530.00
Colorado Spruce	8'	EA	475.00
Colorado Spruce	10'	EA	670.00
Colorado Spruce	12'	EA	1,120.00
Limber Pine	8'	EA	475.00
Austrian Pine	8'	EA	430.00
Austrian Pine	10'	EA	690.00
Austrian Pine	12'	EA	1,090.00
Ponderosa Pine	8'	EA	430.00
Ponderosa Pine	10'	EA	630.00
Ponderosa Pine	12'	EA	1,025.00
Southwestern White Pine	8'	EA	475.00
Eastern White Pine	8'	EA	475.00
Scotch Pine	8'	EA	430.00

BROADLEAF & EVERGREENS

Common Name	SIZE	UNIT	UNIT PRICE
Blue Boy & Blue Girl Holly (Protect)	5GAL	EA	60.00
Compact Inkberry Holly (Protect)	5GAL	EA	55.00
Manzanita- Colorado	5 GAL	EA	55.00
Manzanita Panchito	5GAL	EA	55.00
Manhattan Euonymus (Protect)	5GAL	EA	50.00
Mugo Pine 12"-15"	5GAL	EA	55.00
Oregon Grape Holly (Protect)	5GAL	EA	55.00
Spreading Juniper	5GAL	EA	50.00
Upright Juniper	5GAL	EA	75.00
Upright Juniper	B&B	EA	33.00

LARGE SHRUBS

Common Name	SIZE	UNIT	UNIT PRICE
Alternate-Leaf Butterfly Bush	5GAL	EA	55.00
American Plum	5GAL	EA	45.00
Arrowwood Viburnum	5GAL	EA	55.00
Beauty Bush	5GAL	EA	50.00
Blue Fountain Willow	5GAL	EA	55.00
Burkwood Viburnum	5GAL	EA	55.00
Burning Bush	5GAL	EA	50.00
Butterfly Bush	5GAL	EA	50.00
Canadian Lilac	5GAL	EA	45.00
Cistena Plum	5GAL	EA	45.00
Chokecherry	5GAL	EA	50.00
Cheyenne Mockorange	5GAL	EA	45.00
Columnar Buckthorn	5GAL	EA	55.00
Common Lilac	5GAL	EA	45.00
Common Privet	5GAL	EA	45.00
Doublefire Viburnum	5GAL	EA	50.00
Fine Line Buckthorn	5GAL	EA	55.00

Forsythia	5GAL	EA	45.00
French Hybrid Lilac	5GAL	EA	45.00
Ginella/Amur Maple	5GAL	EA	50.00
Mockorange	5GAL	EA	45.00
Nanking Cherry	5GAL	EA	45.00
Nannyberry Viburnum	5GAL	EA	45.00
Peking Cotoneaster	5GAL	EA	45.00
Redtwig Dogwood	5GAL	EA	45.00
Rocky Mountain Maple	5GAL	EA	50.00
Rose of Sharon	5GAL	EA	55.00
Smoke Tree	5GAL	EA	55.00
Snowball Viburnum	5GAL	EA	45.00
Thin Leaf Alder	5GAL	EA	50.00
Variegated Dogwood	5GAL	EA	45.00

MEDIUM SHRUBS (4'-6' ht.)

Common Name	SIZE	UNIT	UNIT PRICE
Alpine Current	5GAL	EA	45.00
Blue Stem Willow	5GAL	EA	55.00
Dwarf Burning Bush	5GAL	EA	50.00
Dwarf Korean Lilac	5GAL	EA	45.00
Fernbush	5GAL	EA	50.00
Flowering Quince	5GAL	EA	50.00
Greenleaf Barberry	5GAL	EA	55.00
Korean Spice Viburnum	5GAL	EA	55.00
Little Leaf Mockorange	5GAL	EA	45.00
Miss Kim Lilac	5GAL	EA	45.00
Pink Flowing Almond	5GAL	EA	50.00
St. Johns Wort	5GAL	EA	50.00
Shrub Roses	5GAL	EA	50.00
Spreading Cotoneaster	5GAL	EA	50.00
Vanhoutte Spirea	5GAL	EA	40.00
Yellow Flowering Currant	5GAL	EA	50.00

LOW SHRUBS (< 4' height)

Common Name	SIZE	UNIT	UNIT PRICE
Anthony Waterer Spirea	5GAL	EA	40.00
Arnold's Dwarf Forsythia	5GAL	EA	45.00
Blue Mist Spirea	5GAL	EA	45.00
Carol Mackie Daphne	5GAL	EA	90.00
Dwarf European Cranberry	5GAL	EA	55.00
Frobel Spirea	5GAL	EA	40.00
Kelsey Dogwood	5GAL	EA	45.00
Lime Mound Spirea	5GAL	EA	40.00
Little Princess Spirea	5GAL	EA	40.00
Lodense Privet	5GAL	EA	55.00

Pawnee Buttes Sandcherry	5GAL	EA	55.00
Snowmound Spirea	5GAL	EA	40.00
Somerset Daphne	5GAL	EA	94.00
Tiny Trumpet Honeysuckle	5GAL	EA	40.00

VINES

Common Name	SIZE	UNIT	UNIT PRICE
Boston Ivy	1GAL	EA	20.00
Clematis	1GAL	EA	35.00
Climbing Rose	1GAL	EA	45.00
English Ivy	1GAL	EA	20.00
Grape	1GAL	EA	20.00
Hall's Honeysuckle	1GAL	EA	20.00
Silver Lace Vine	1GAL	EA	20.00
Trumpet Vine	1GAL	EA	35.00
Virginia Creeper	1GAL	EA	20.00

GROUND COVERS

Common Name	SIZE	UNIT	UNIT PRICE
Bishop's Weed	1GAL	EA	17.00
Coral Beauty Cotoneaster	1GAL	EA	45.00
English Ivy	1GAL	EA	20.00
False Strawberry	1GAL	EA	17.00
Ground Ivy	1GAL	EA	17.00
Ice Plant	1GAL	EA	17.00
Himalayan Border Jewel	1GAL	EA	17.00
Japanese Spurge	1GAL	EA	17.00
Lily of the Valley	1GAL	EA	17.00
Oregon Grape	1GAL	EA	55.00
Periwinkle	1GAL	EA	17.00
Silver Speedwell	1GAL	EA	17.00
Sweet Woodruff	1GAL	EA	17.00
Thyme	1GAL	EA	17.00
Wintercreeper	1GAL	EA	17.00

PERENNIALS & BULBS

Common Name	SIZE	UNIT	UNIT PRICE
Agastache	1GAL	EA	16.00
Aster	1GAL	EA	16.00
Bearded Iris	1GAL	EA	16.00
Blanket Flower	1GAL	EA	16.00
Blue Salvia	1GAL	EA	16.00
Bluebell	1GAL	EA	16.00
Catmint	1GAL	EA	16.00
Coral Bells	1GAL	EA	20.00
Cranesbill	1GAL	EA	16.00
Cushion Spurge	1GAL	EA	16.00

Daffodil	BULB	EA	3.00
Daylily	1GAL	EA	16.00
Dutch Crocus	BULB	EA	3.00
Dwarf Iris	1GAL	EA	16.00
False Spirea	1GAL	EA	75.00
Flowerless Lamb's Ear	1GAL	EA	16.00
Grape Hyacinth	BULB	EA	3.00
Heart-Leafed Bergenia	1GAL	EA	16.00
Hosta	1GAL	EA	16.00
Husker's Red Penstemon	1GAL	EA	16.00
John's Wort	2GAL	EA	75.00
Lady's Mantle	1GAL	EA	16.00
Lupine	1GAL	EA	16.00
Moonbeam Coreopsis	1GAL	EA	16.00
Myrtle Spurge	1GAL	EA	16.00
Native Bluebells	1GAL	EA	16.00
Peony	2GAL	EA	70.00
Prairie Coneflower	1GAL	EA	16.00
Purple or White Coneflower	1GAL	EA	16.00
Purple Rock Cress	1GAL	EA	16.00
Rocky Mountain Columbine	1GAL	EA	16.00
Oriental Poppy	1GAL	EA	16.00
Sedum	1GAL	EA	16.00
Siberian Iris	1GAL	EA	16.00

ORNAMENTAL GRASSES

Common Name	SIZE	UNIT	UNIT PRICE
Big Blue Stem	1GAL	EA	14.00
Dwarf Fountain Grass	1GAL	EA	14.00
Feather Reed Grass	1GAL	EA	14.00
Fountain Grass	1GAL	EA	14.00
Heavy Metal Switch Grass	1GAL	EA	14.00
Little Blue Stem	1GAL	EA	14.00
Maiden Grass	1GAL	EA	14.00

ANNUALS	SIZE	UNIT	UNIT PRICE
Jumbo Pack	FLAT	EA	61.00
Premium 4" Pot	4"	EA	12.00
Standard 1804	FLAT	EA	61.00

FLOWER BED INSTALLATION AND MAINTENANCE

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town. Each flower bed shall be prepared, installed and grown by Contractor according to the following specifications:

- Contractor shall top-dress each flower bed with "Osmocote" 14-14-14 fertilizer, or a comparable slow release fertilizer approved by the Town.
- Contractor shall plant each flower bed full with a minimum of 3 colors and 3 assorted flowers from the "Proven Winner", "Simply Beautiful", or "Hardy Boy" plant series, or xeric-rated. Contractor shall provide "tags" to indicate which plant series has been utilized and a final design of each bed for approval by the Town.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- The plants shall include without limitation the following:
 - Amaranthus
 - Annual Grasses
 - Blue Salvia
 - Canna
 - Celosia
 - Coleus
 - Coneflowers
 - Cosmos
 - Dahlia
 - Delphiniums
 - Geranium
 - Gomphrena
 - Hollyhock
 - Impatiens
 - Lantana
 - Lobularia
 - Lupinus
 - Millet
 - Osteospermum
 - Phlox
 - Potato Vine
 - Rudbekia
 - Sedum
 - Zinnia

- Contractor shall ensure and allow that all flower flats or pots to be held and plants established in a nursery greenhouse for a minimum of 3 weeks prior to installation.
- Contractor shall deliver and install flowers according to the following parameters:
 - Contractor shall loosen bed soil prior to planting.
 - All flowers shall be planted and spaced according to plant species requirements.
 - Contractor shall keep a border along all sides of each bed when planting rows to allow for the growth of the plants according to plant species requirements.
 - Contractor shall plant flowers according to height, with the tallest plants toward the back or middle of the bed and lower plants ascending toward the borders of the bed.
 - Contractor shall include clean-up, fertilization and initial watering of all beds at the time of flower installation.
 - Contractor shall deliver and install all flowers between May 12 and May 24, 2017, at a delivery location approved by the Town.
 - Contractor shall ensure at the time of delivery and installation, all plants are fully developed. Any plants received by the Town, which are not, in the opinion of the Town, healthy or of the highest quality, shall be replaced by Contractor at its own expense.
- Contractor shall be responsible for replacement of dead, dying or poor performing plants, as necessary, for 1 growing season.
- Contractor shall be responsible for the repair and cost of any damage to existing landscape during the removal, transport and installation of plants.
- Contractor shall be responsible for the weekly maintenance of all flower beds, including:
 - Deadheading or pinching of flowers
 - Moisture monitoring
 - Weeding
 - Removal of dead plants, trash, and debris.
 - Application of Miracle-Gro 24-8-16 liquid fertilizer, or a comparable liquid fertilizer, every other week or more often if needed. The comparable liquid fertilizer must be approved by the Town.

FLOWER COLOR PLAN
Bed locations, plant schedule and fees

FLOWER COLOR PLAN		
Class 1		
<u>NO.</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL</u>
1	<u>Main Entrance Beds</u>	3,150.00
	<u>McCaslin & Rock Creek Parkway - North Side:</u>	
	Petunia	
	Celosia	
	Dahlia	
	Canna	
	Rudbeckia	
	Amaranthus	
	Annual Grasses	
	Cosmos	
	Gomphrena	
2	<u>McCaslin & Rock Creek Parkway - South Side:</u>	3,150.00
	Petunia	
	Celosia	
	Dahlia	
	Canna	
	Rudbeckia	
	Amarathus	
	Annual Grasses	
	Cosmos	
	Gomphrena	
3	<u>Riverbend at Pitkin:</u>	990.00
	Celosia	
	Lantana	
	Osteospermum	
4	<u>Indiana & Eldorado- 2 Beds:</u>	765.00
	Celosia	
	Gomphrena	
	Rudbeckia	
	Petunia	
	Salvia	
5	<u>Indiana & Denslow - 2 Beds:</u>	1,260.00
	Celosia	
	Lantana	
	Osteospermum	
6	<u>Indiana & Christy Way - 2 Beds:</u>	1,260.00
	Celosia	

	Lantana	
	Osteospermum	
7	<u>Indiana & Bristol - 2 Beds:</u>	855.00
	Celosia	
	Lantana	
	Osteospermum	
8	<u>Christenson & McCaslin Monument Sign:</u>	810.00
	Celosia	
	Lantana	
	Osteospermum	
9	<u>88th & Shamrock Corner Bed:</u>	765.00
	Celosia	
	Lantana	
	Osteospermum	
10	<u>Coal Creek & Riverbend East Side:</u>	1,035.00
	Celosia	
	Impatiens	
	Coleus	
	Osteospermum	
11	<u>Coal Creek & Riverbend West Side:</u>	1,035.00
	Celosia	
	Impatiens	
	Coleus	
	Osteospermum	
12	<u>Coal Creek & Akron- 2 Beds:</u>	855.00
	Celosia	
	Lantana	
	Osteospermum	
13	<u>Wiggins & RCP - Waterford Entry:</u>	1,575.00
	Celosia	
	Lantana	
	Millet	
14	<u>Indiana & Coalton Monument Wall:</u>	3,240.00
	Blue Salvia	
	Dahlia	
	Petunia	
15	<u>Indiana & Mt. Sopris - SE Corner:</u>	1,575.00
	Celosia	
	Lantana	
	Osteospermum	
17	<u>Rock Creek Circle & East Yarrow</u>	2,655.00
	<u>West Side:</u>	
	Celosia	

	Lantana	
	Osteospermum	
18	<u>Rock Creek Circle & Castle Peak- 2 Beds:</u>	360.00
	Celosia	
	Lantana	
	Osteospermum	
19	<u>Rock Creek Circle & Torreys Peak:</u>	360.00
	Celosia	
	Lantana	
	Osteospermum	
20	<u>3267 West Yarrow Circle- 2 Beds:</u>	1,215.00
	Celosia	
	Lantana	
	Osteospermum	
21	<u>Indiana & N. Torreys Peak:</u>	630.00
	Celosia	
	Lantana	
	Osteospermum	
22	<u>Flint Ct & Gold Way:</u>	720.00
	Celosia	
	Lantana	
	Osteospermum	
23	<u>West End of Fire Station Park:</u>	315.00
	Celosia	
	Lantana	
	Osteospermum	
24	<u>Indiana & S. Torreys Peak 2 Beds:</u>	1,125.00
	Celosia	
	Lantana	
	Osteospermum	
25	<u>Sycamore & 76th North Side:</u>	765.00
	Celosia	
	Lantana	
	Osteospermum	
26	<u>Sycamore & 76th South Side:</u>	1,350.00
	Celosia	
	Lantana	
	Osteospermum	
27	<u>Sycamore & 76th Median:</u>	765.00
	Celosia	
	Lantana	
	Osteospermum	
28	<u>Coal Creek & Mohawk Circle East:</u>	765.00

	Celosia	
	Lantana	
	Osteospermum	
29	<u>Coal Creek & Mohawk Circle West:</u>	765.00
	Celosia	
	Lantana	
	Osteospermum	
	WEEKLY MAINTENANCE	6,100.00
	SOIL PREP (Removal, disposal, replacement & tilling)	4,200.00
	TOTAL	44,410.00
Class 2		
<u>NO.</u>	<u>ITEM DESCRIPTION</u>	
1	<u>RCP 2nd Median NW Tip:</u>	3,375.00
	Celosia	
	Lobularia	
	Osteospermum	
	Amaranthus	
	Annual Grasses	
2	<u>North Pool Monument Sign:</u>	1,800.00
	Dahlia	
	Osteospermum	
3	<u>North Pool Entrance:</u>	3,600.00
	Celosia	
	Annual Grasses	
	Lantana	
	Lobularia	
	Rudbeckia	
	Verbena	
4	<u>South Pool Entrance Bed- 6 total:</u>	3,600.00
	Celosia	
	Annual Grasses	
	Lantana	
	Lobularia	
	Rudbeckia	
	Verbena	
5	<u>Park & Recreation Office/Town Hall – 3 Total</u>	1,575.00
	Annual Grasses	
	Dahlia	
	Lantana	
	Petunia	
6	<u>Coal Creek Streetscape McCaslin to 4th Avenue:</u>	3,150.00
	Celosia	

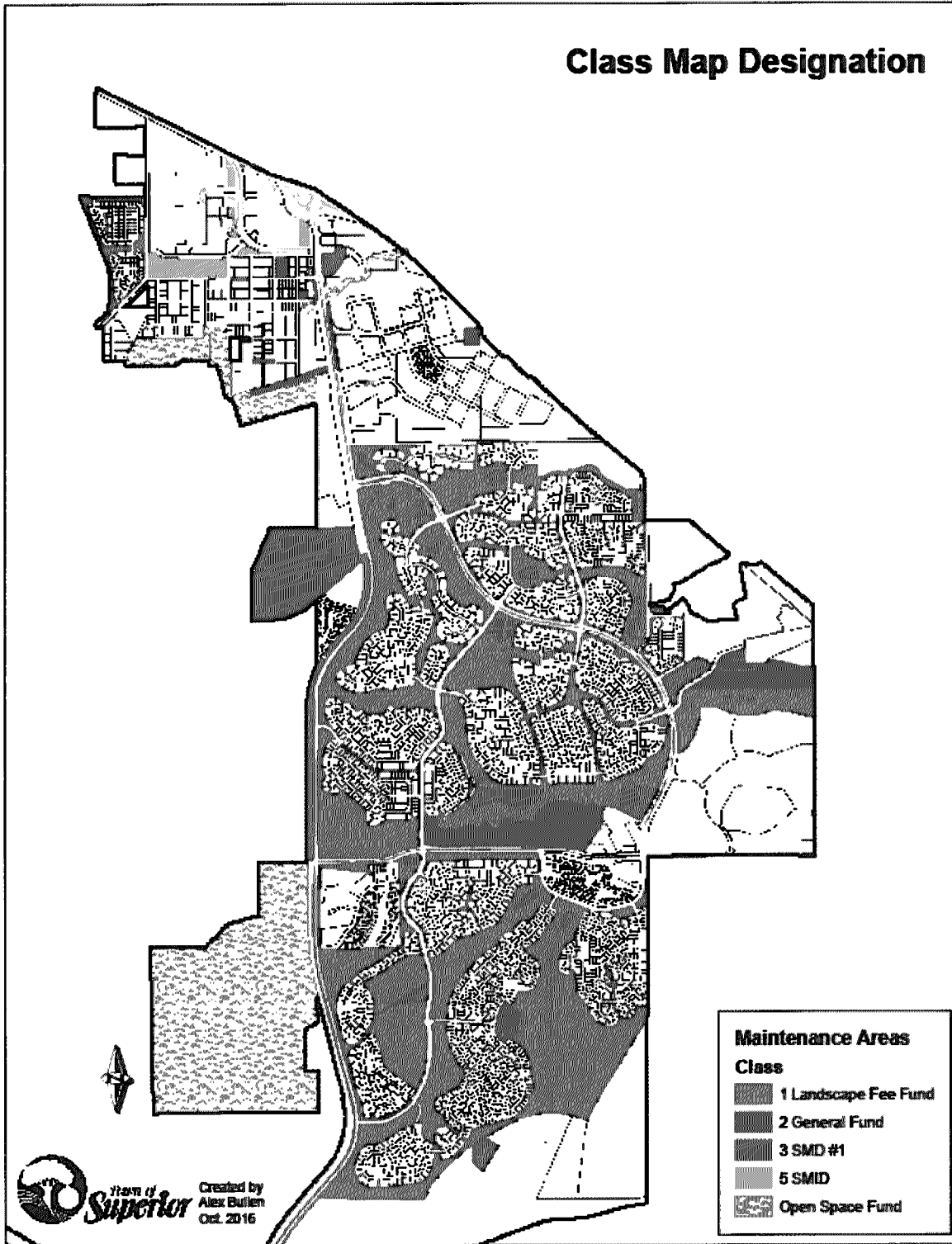
	Dahlia	
	Lantana	
	Osteospermum	
7	<u>Coalton Road from McCaslin to Taylor Dr. Median Beds</u>	1,500.00
	Center pieces	
	Cosmos	
	Petunia	
	Gomphrena	
8	<u>Indiana South of Coalton at My Sopris Median Beds</u>	1,200.00
	Center pieces	
	Cosmos	
	Petunia	
	Gomphrena	
	WEEKLY MAINTENANCE	
	SOIL PREP (Removal, disposal, replacement & tilling)	3,553.00
	TOTAL	25,603.00
Class V		
<u>NO.</u>	<u>ITEM DESCRIPTION</u>	
1	<u>Monument Entrance- Marshall & McCaslin North Side</u>	
	<u>Upper Level:</u>	1,800.00
	Celosia	
	Lantana	
	Osteospermum	
	<u>Lower Level:</u>	1,800.00
	Celosia	
	Lantana	
	Osteospermum	
2	<u>Raised Median Bed Marshall & McCaslin West Side:</u>	450.00
	Celosia	
	Lantana	
	Osteospermum	
3	<u>South Corner of Marshall & McCaslin:</u>	405.00
	Celosia	
	Lantana	
	Osteospermum	
4	<u>Marshall & Center Dr Corner Bed- 4 Total</u>	2,925.00
	Celosia	
	Lantana	
	Osteospermum	
5	<u>Marshall & Sycamore Dr Corner Bed-3 Total:</u>	1,800
	Celosia	
	Lantana	
	Osteospermum	

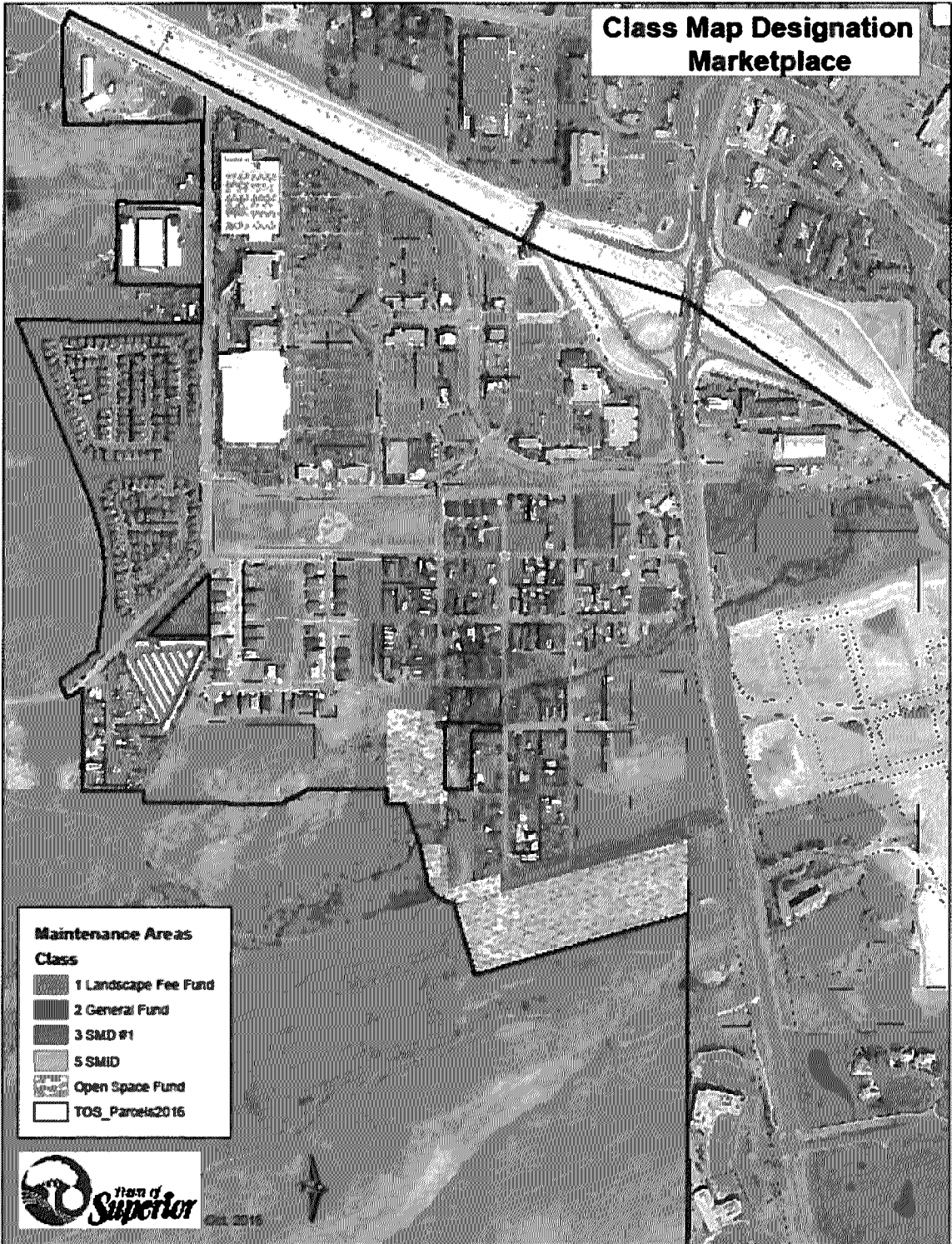
6	<u>Center Drive Roundabout Horse Statue- 8 Beds:</u>	4,950.00
	Celosia	
	Lantana	
	Osteospermum	
7	<u>Marshall Rd & 5th Ave Beds- 2 Total:</u>	1,350.00
	Celosia	
	Lantana	
	Osteospermum	
	WEEKLY MAINTENANCE	7,182.00
	SOIL PREP (Removal, disposal, replacement & tilling)	4,043.00
	TOTAL	26,705.00

	Soil Prep, Flower Bed Installation and Maintenance Totals	
	Class I (Landscape Fee Fund)	44,410.00
	Class II (General Fund)	25,603.00
	Class V (SMID)	26,705.00
	GRAND TOTAL	96,718.00

MAPS

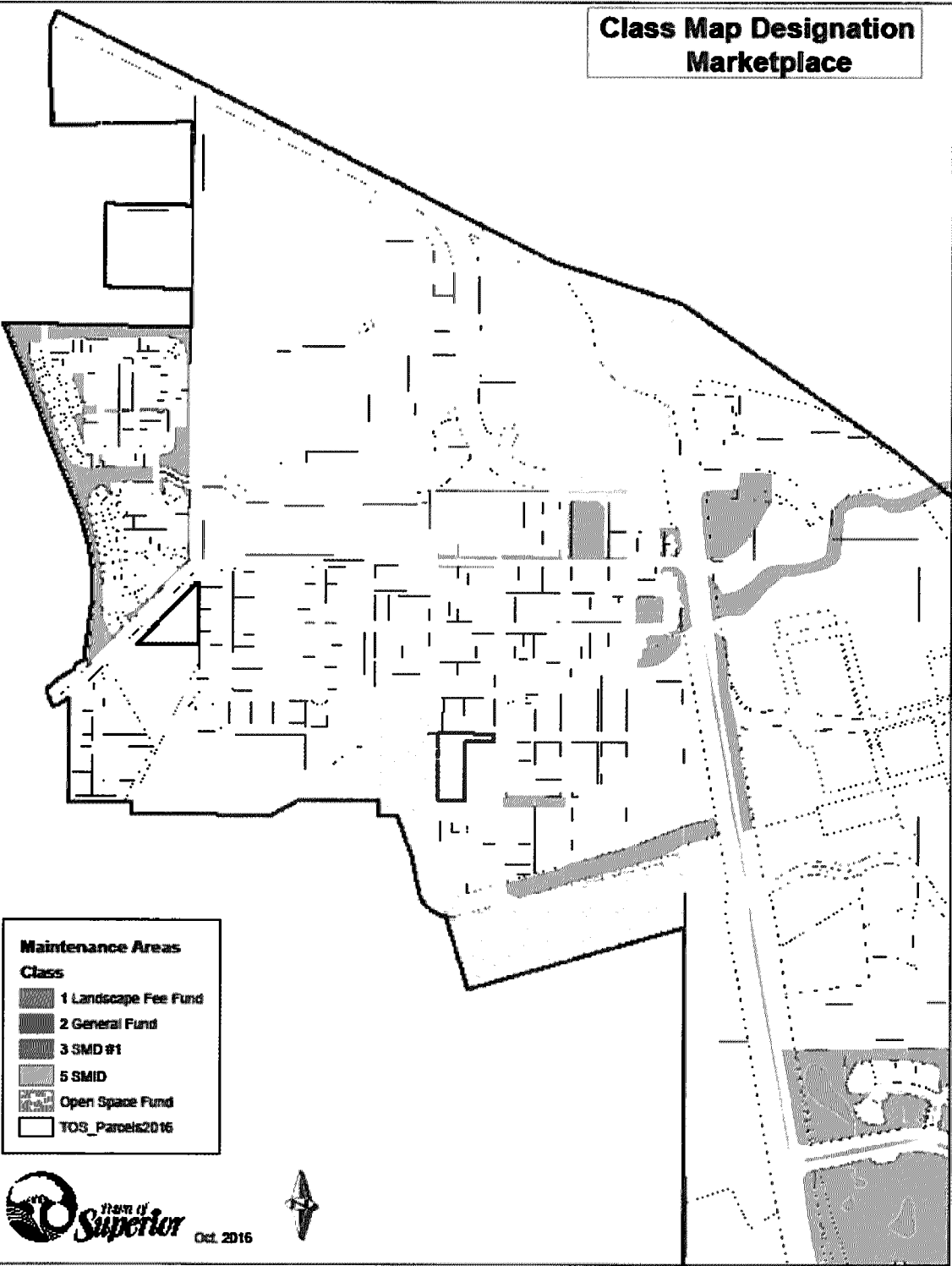
Class Map Designation

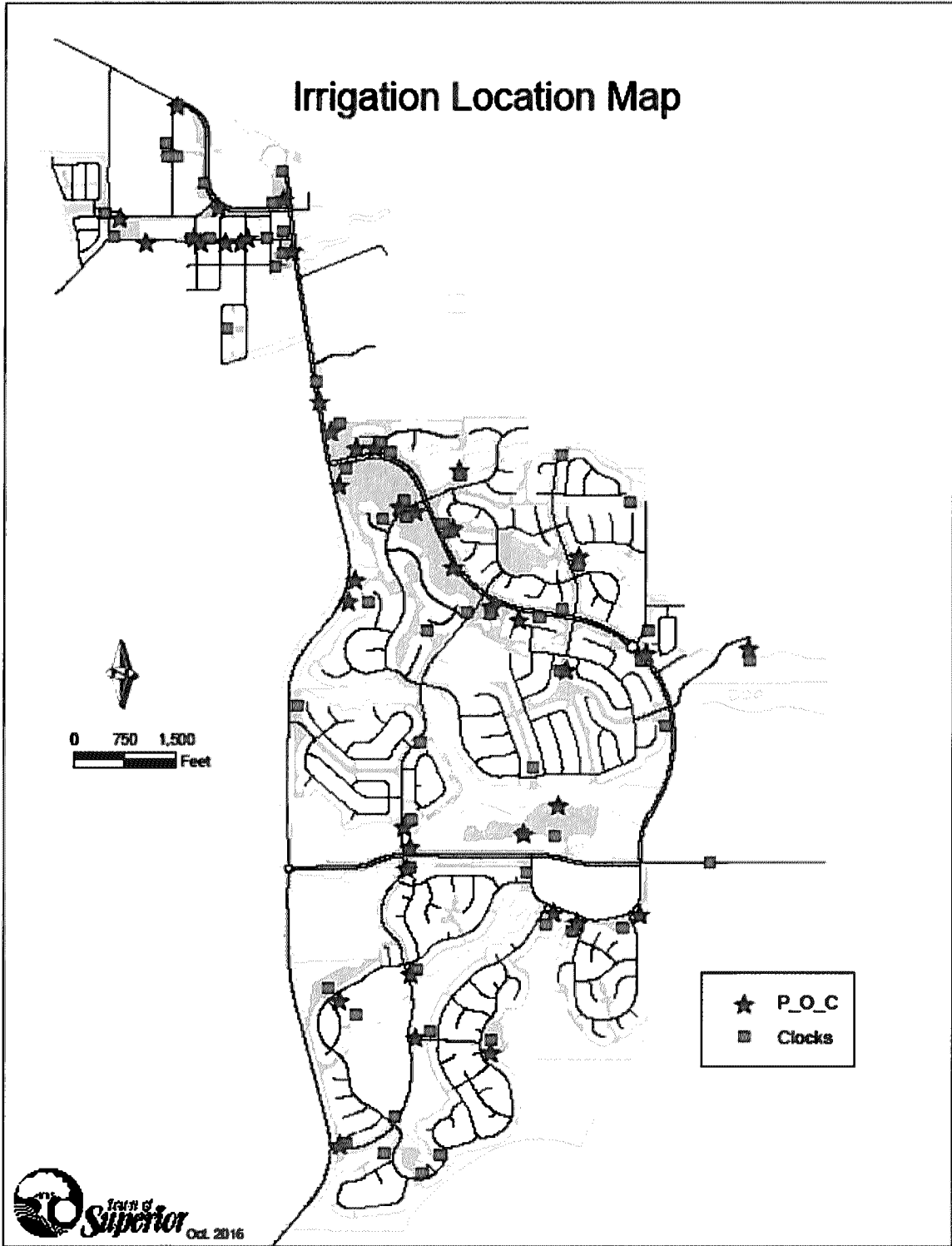




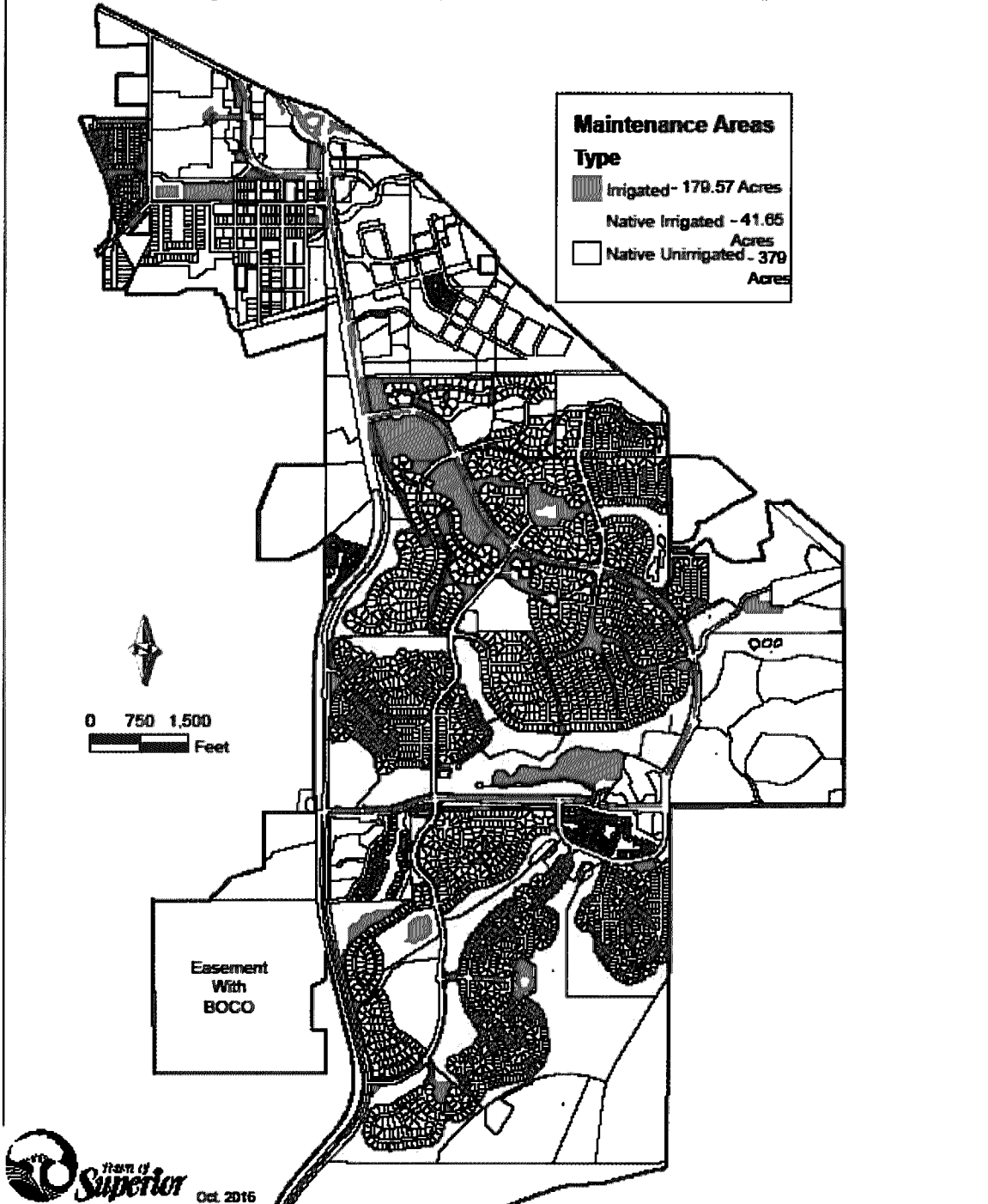


Class Map Designation Marketplace

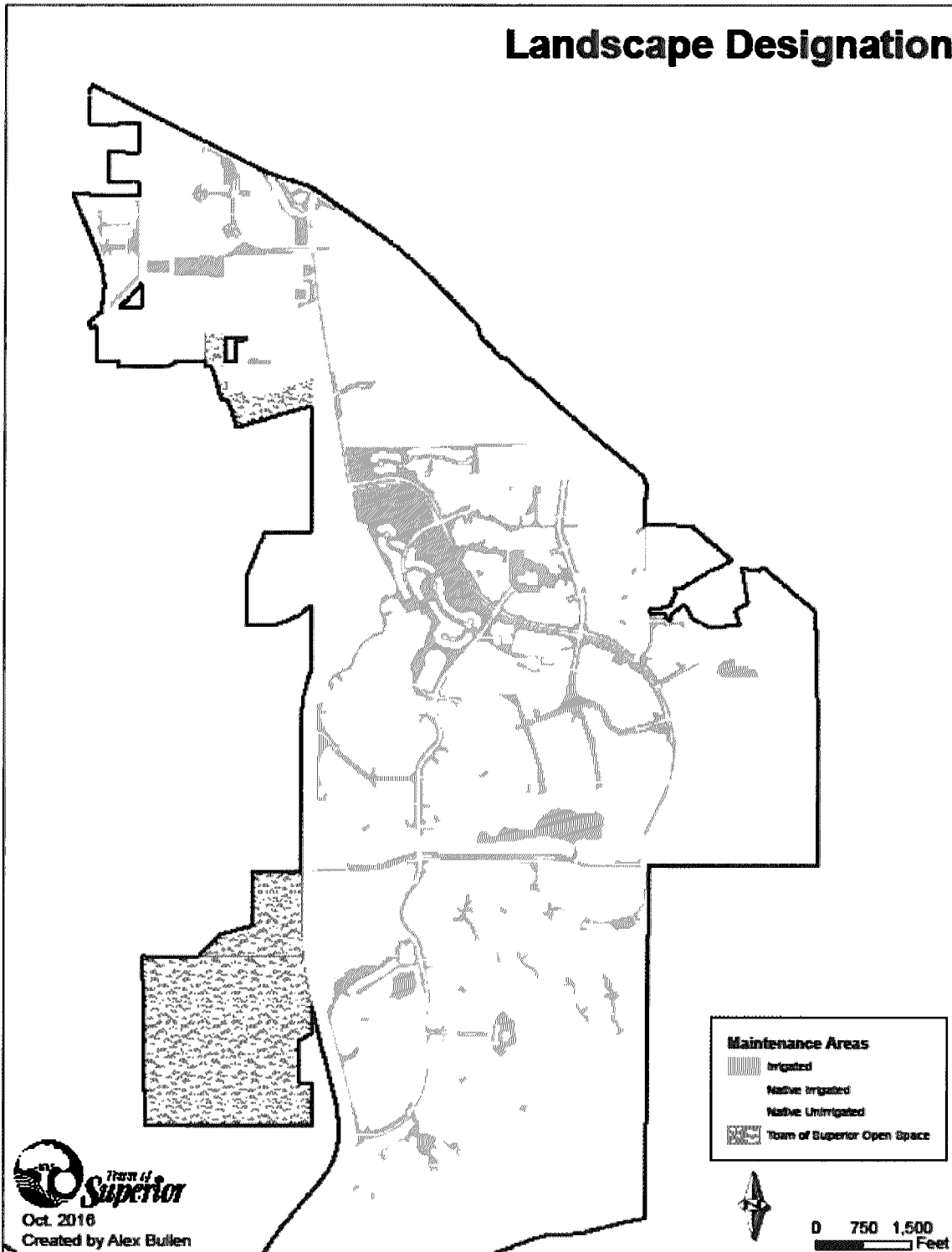




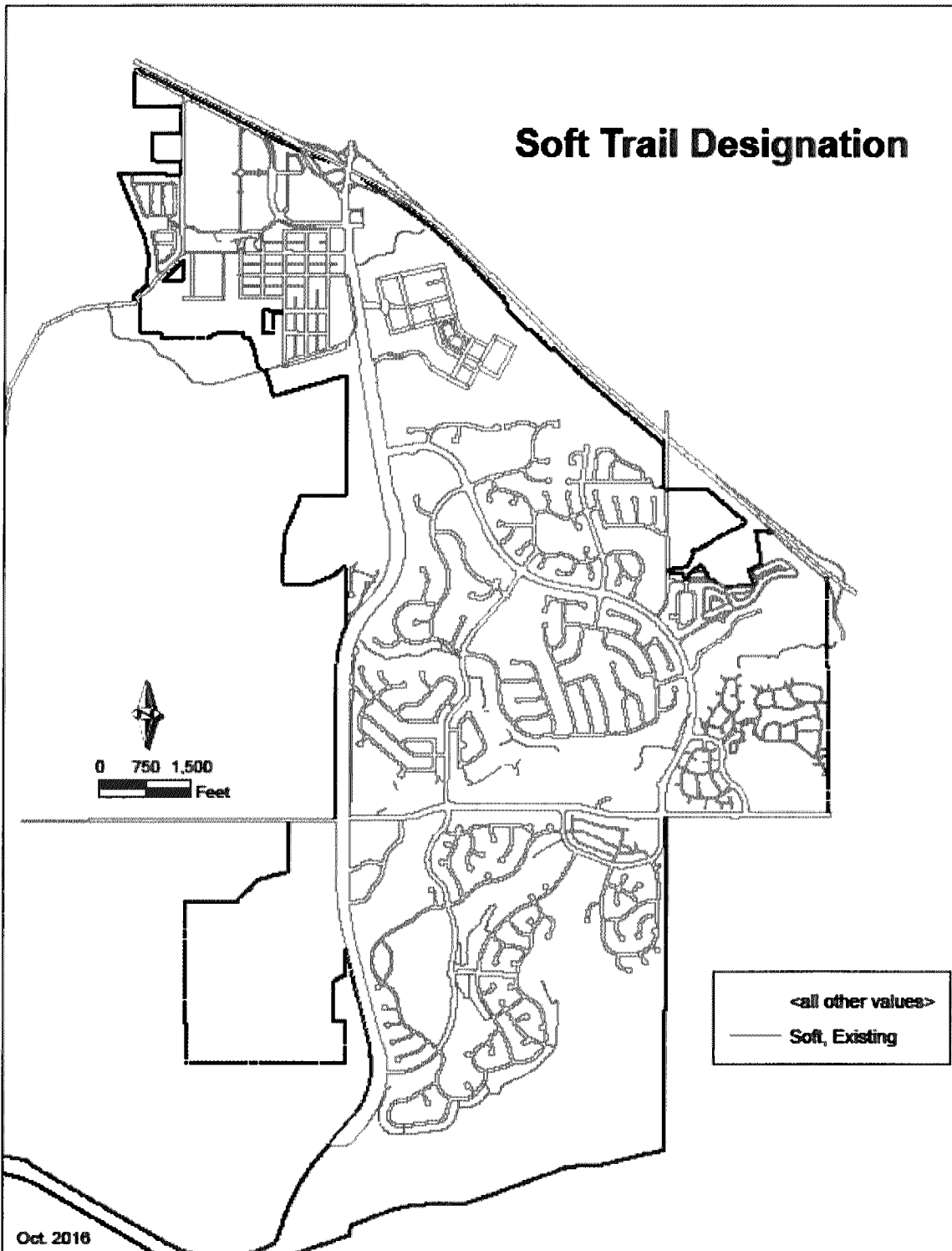
Landscape Fee Fund Irrigated Vs. Native Vs. Irrigated Native

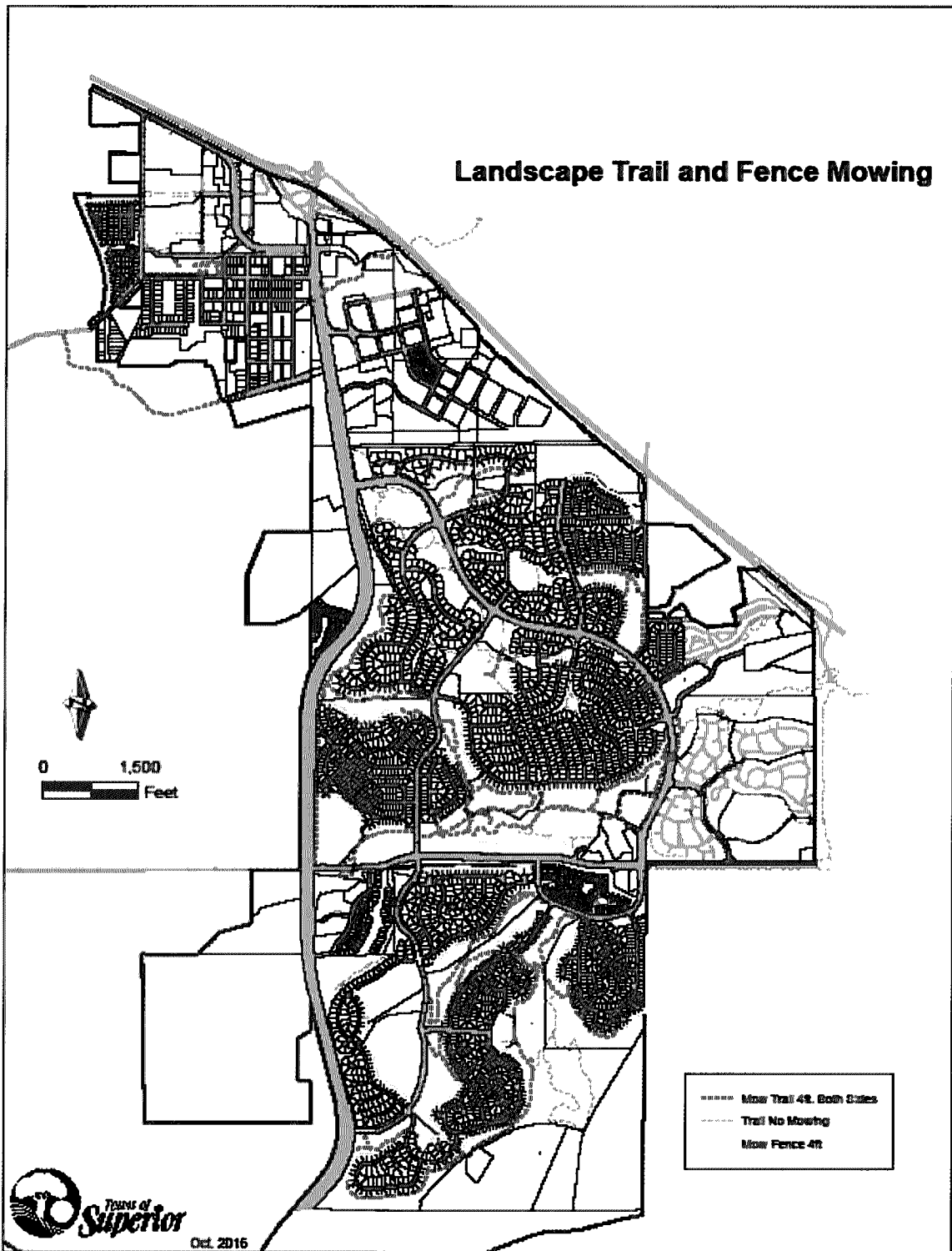


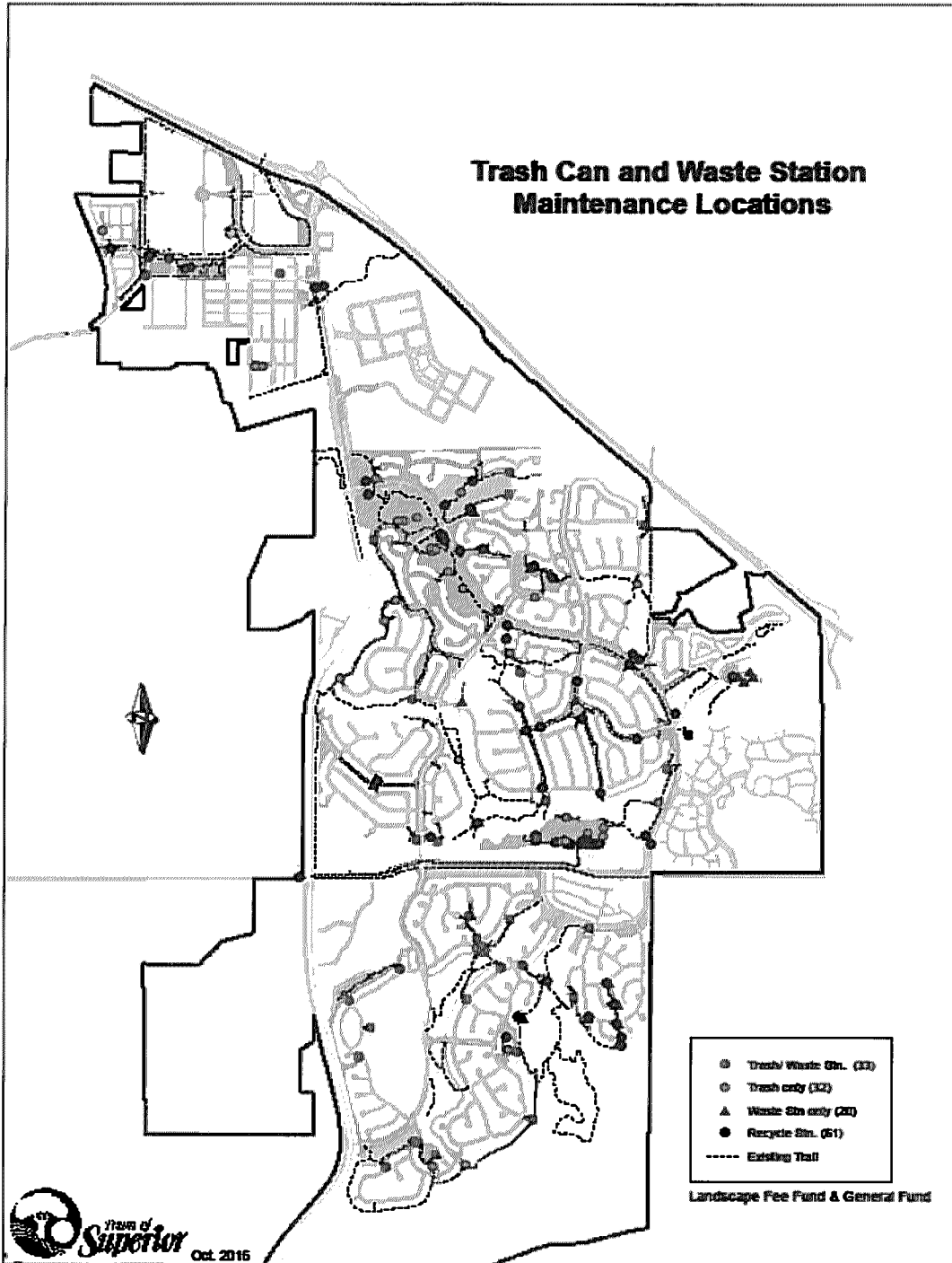
Landscape Designation

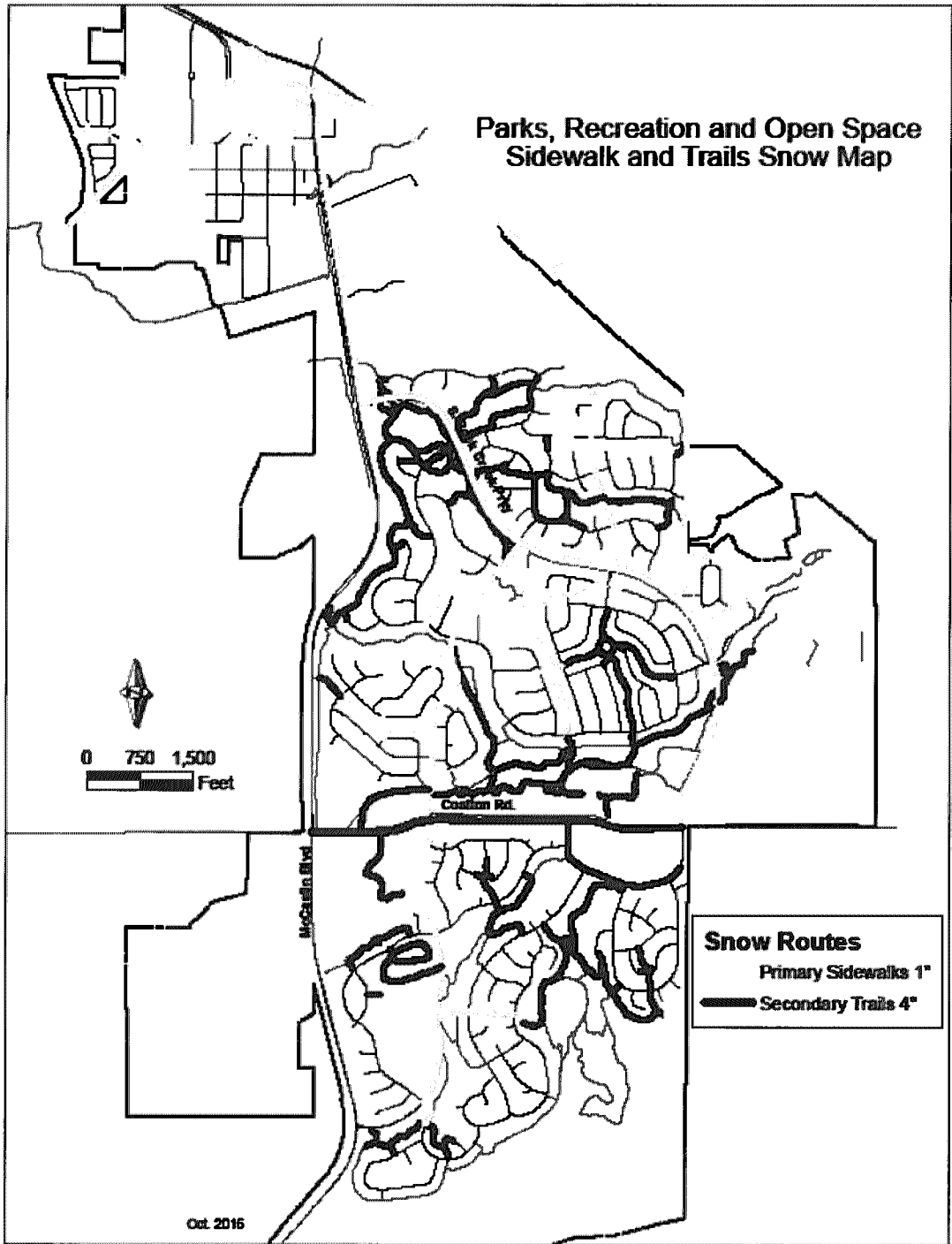



Town of Superior
Oct. 2016
Created by Alex Bullen









NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, VICTOR M. VARGAS, as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

[Signature]
Signature

12-18-2017
Date

STATE OF COLORADO)
) ss.
COUNTY OF BROOMFIELD)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 18th day of DECEMBER, 2017, by VICTOR M. VARGAS as PRESIDENT of VARGAS PROPERTY SERVICES, INC.

My commission expires: 11/09/2019

(S E A L)

[Signature]
Notary Public

