



GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 and 2

Special Board Meetings

Thursday, March 16, 2023 – 9:00 a.m.

142 S Raven Mine Dr, Ste 200
Colorado Springs, Colorado 80905

And

This meeting will also be held via video-conferencing and can be joined through the directions below:

<https://video.cloudoffice.avaya.com/join/471819234>

United States: [+1 \(213\) 463-4500](tel:+12134634500)

Access Code: 471-819-234

Gold Hill Mesa Metropolitan District No. 1

| Board of Director | Title | Term |
|--------------------------|----------------------|-------------|
| Stephanie Edwards | President | May 2023 |
| John Olson | Secretary/ Treasurer | May 2023 |
| Tiffany Willard | Assistant Secretary | May 2023 |
| Barry Brinton | Assistant Secretary | May 2025 |
| VACANT | Assistant Secretary | May 2023 |

Gold Hill Mesa Metropolitan District No. 2

| Board of Director | Title | Term |
|--------------------------|----------------------|-------------|
| Stephanie Edwards | President | May 2023 |
| John Olson | Secretary/ Treasurer | May 2023 |
| Thomas Barnish | Assistant Secretary | May 2025 |
| Barry Brinton | Assistant Secretary | May 2025 |
| Justin Burns | Assistant Secretary | May 2025 |

AGENDA

1. Call to Order
2. Declaration of Quorum/ Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Approval of the November 16, 2022, Joint Meeting Minutes
5. Public Comment for Items Not on the Agenda (3-minute limit per person)
6. Management Matters
 - a. Discuss Board Meeting schedule
 - b. Discuss HOA Invoicing per the MOU for 2023
 - c. Update on Insurance Claim
 - d. Discuss Underdrain Maintenance
 - e. Review and consider approval for WSDM 2023 Engagement Letter (enclosed)
7. Legal Matters
 - a. Update on the Board of Directors 2023 Election

8. Financial Matters

- a. Discuss the Unaudited Financial Statements
- b. Discuss Payable process with WSDM office
- c. Review and approve payables for period ending March 16, 2023 (enclosed)

9. Landscape Matters

- a. Discuss Snow Removal status
- b. Review and consider approval for Brightview Yearly Flower Display proposal (enclosed)
- c. Review and consider approval for Brightview 2023 Mulch refresh proposal (enclosed)
- d. Review and consider approval for Brightview additional Winter Watering proposal (enclosed)
- e. Review and consider approval for Brightview Additional Pet Stations proposal (enclosed)
- f. Review and consider approval for Brightview Main Repair Near 1491 Solitaire St proposal (enclosed)
- g. Review and consider approval for Brightview Controller Replacement proposal (enclosed)
- h. Review and consider approval for Brightview 2-wire Fault Repair proposal (enclosed)
- i. Review and consider approval for Brightview Drip Valve install on Olympia (enclosed)
- j. Discuss possible tree and retaining wall repair behind Portland Gold, off 21st street

10. Adjourn:

- a. Next Regular Meeting Date – Scheduled for April 19, 2023, at 9:00 A.M.





RE: Annual Engagement Letter

This agreement constitutes a Statement of Work (“SOW”) to the Original Service Agreement made by and between WSDM – District Managers and **DISTRICT** (“the District”). This engagement letters serves as a renewal to the service provided or additional service to be provided as prescribed below.

Management Services

1. Meeting and Reporting Services – WSDM will continue to provide the following services:
 - a. Coordinate Board meetings, prepare and distribute meeting agenda. Preparation, filing and posting of legal notices required in conjunction with the meeting.
 - b. Ensure meeting notices are properly and timely posted.
 - c. Contact Board members 72 hours prior to a scheduled meeting to ensure a quorum will be present. In the event of a cancelation of a meeting, contact and advise all parties of the cancelation and any changes to the meeting date, time and place, if available.
 - d. Meeting packets will be distributed by U.S. Mail and/or email, as determined by the Board
 - e. Prepare for and attend regular and special meetings of the Board.
 - f. Draft, revise and finalize the minutes of the meeting and circulate for review and comment to ensure all statutory requirements have been met.
 - g. Prepare and maintain a record of all Board members, consultants and vendors. Direct and oversee all service providers, consultants and employees.
 - h. Prepare and make annual compliance filings (but not judicial filings) with the various State and County officials, as required. Coordinate review and approval of annual compliance filings with the attorney.
 - i. Respond to inquiries made by various officials, property owners or consultants in a timely and professional manner.
 - j. Set up and maintain the official records of the District and service as official custodian for same pursuant to the Colorado Open Records Act.
 - k. Monitor requirements pertaining to HB 1343 (Illegal Aliens).
 - l. Insurance administration, including evaluating risks, comparing coverage, process claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence. Ensure that all District contractors and subcontractors maintain required coverage for the District's benefit. Obtain quotes for insurance annually.

- ~~2. Elections – Service as a Designated Election Official (DEO) for district elections with familiarity with various laws, including, but not limited to the Special District Act, the Colorado Local Government Election Code, the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, and Article X, § 20 of the Colorado Constitution ("TABOR")~~
- ~~3. Construction Oversight – we may provide extensive construction management. Our current experience principals have funded and managed over \$100,000,000 in public infrastructure including roads, water, wastewater, electric, gas, telecommunications and stormwater facilities.~~
4. Website Administration – continue extensive experience with creating and updating the District websites, specifically including the State Internet Portal Authority funded sites (SIPA). Or continue hosting the district website under www.wsdistricts.co.
- ~~5. Employee management – management of full or part time employees including Operators in Responsible Control (ORC), field and operations employees, administrative employees, part time seasonal employees, Certified Pool Operators, etc. Maintain compliance with Human Resource aspects like; labor statutes, insurance, training, safety, etc. issues. Also, automated payroll services~~
- ~~6. Covenant enforcement and CCR Management – WSDM will continue to provide the following services:
 - ~~a. Management of Architectural Control Committees or Design Review Committees, including, but not limited to, coordination of meetings and preparation of meetings.~~
 - ~~b. Community inspections and review of proposed improvements or architectural requests.~~
 - ~~c. Provide enforcement of the recorded CCRs (Covenant, Conditions, and Restrictions) and Design Guidelines including, but not limited to, violation tracking and imposition of fines.~~~~
7. Insurance – WSDM will continue to be the liaison for the annual insurance renewal and payment, as well coordination for any insurance claims, as needed, and complete the annual insurance audit to ensure the district is properly covered.
8. Inclusion/ Exclusions of Property – WSDM will provide, assistance with Legal Counsel, to coordinate any property inclusions into the District Boundaries or any property exclusions out of the District Boundaries. Determine property eligibility, present to the Board for approval, and file with proper local governing body.

Accounting and bookkeeping

1. Standard Service – WSDM will continue to provide the following services (with a Certified Public Accountant):
 - a. Accounting:
 - i. Prepare monthly, quarterly and annual financial statements for the monthly meeting packets.
 - ii. Reconcile bank statements and trustee statements on a monthly basis.

- iii. Coordinate bank account setup and maintenance of signature cards.
 - iv. Prepare and file Continuing Disclosure Notices with the Trustee and other required parties. Coordinate review with legal counsel.
 - v. Coordinate capital project draws and requisitions.
 - vi. Prepare and review all payments of claims prior to release to ensure funds are available.
 - vii. Monthly review of all expenditures and coordinate preparation and distribution of same with the manager for the District to monitor the district is on track with the budget and appropriated expenditures.
- b. Accounts Payable:
- i. Receive and review invoices for accuracy and appropriateness for payment. Code the invoices in accordance with the budgeted line item.
 - ii. Prepare issuance of checks (or virtual checks) to be presented to the Board for approval and signatures. The claims (Payables) list will be included in the monthly meeting packets.
 - iii. Prepare funding requests, if required.
 - iv. Release checks to vendors when all approvals and funding have been received.
- c. Accounts Receivable:
- i. Process deposit of revenues
 - ii. Process bank charges and other miscellaneous accounts receivable matters.
- d. Financial Projections:
- i. Provide multi-year forecasting on Board request
 - ii. Provide a Utility consumption versus rate analysis, and possible water loss calculations
 - iii. Provide commercial billing and rate structure analysis.
- e. Budgets:
- i. Prepare annual budget and budget message for approval by the Board and coordinate with legal counsel for same.
 - ii. Prepare or assist in the preparation of supplemental and/or amended budgets and accompanying documents, if required.
 - iii. Prepare and assist in the compliance of filing the annual Budget, or amendment, as needed.
- f. Audits:
- i. Obtain proposals for conducting the annual audit for consideration at budget hearing meeting. Proposals should be included in the meeting packet.
 - ii. Coordinate and participate in audit bids, engagements, fieldwork and audit draft review.
 - iii. Assist the auditor in performing the annual audit, to accomplish timely completion and filing by statutory deadline.
 - iv. Help present the Annual Audit for approval by the Board to be file din compliance with State, local, and federal requirements.
- g. Bonds:
- i. Monitor and comply with Bond documents, State Statute, and Auditing requirements
 - ii. Transfer debt obligated funds to correct Reserve Funding accounts as applicable

- iii. Coordinate principal and interest payments as required by the governing documents.
- iv. Coordinate with Bond counsel to issue bonds as directed by the Board of Directors
- v. Coordinate the proper compliance filing including but not limited to the DLG-30, etc.
- h. Developer Reimbursements/ Advances:
 - i. Coordinate with Developers to ensure all advances are received, tracked, or accounted for to fund the district as needed.
 - ii. Monitor and comply with Developer Reimbursement agreements and Auditing requirements
 - iii. Coordinate principal and interest payments required by the Reimbursement agreement

Billing and Collections

1. Standard Services—WSDM will continue to utilize the Continental Utility Solutions, Inc. (CUSI) billing software for the residents, BILL billing software, or QuickBooks billing software—as seen applicable.
 - ~~a. CUSI system is compatible with the Automatic Meter Reading (AMR), Badger Beacon systems as well as state of the art integration with direct payment options (Customer Web Portals, ACH, and Credit Card).~~
2. Additional Standard Services will include:
 - ~~a. Provide resolution of re-reads for meter reads, if necessary.~~
 - ~~b. Customize billing system to download meter readings directly into accounting software to allow for automatic updates to customer accounts.~~
 - ~~c. Produce and transmit customer invoices to a mailing facility or perform the mailing in house, whichever is more economical.~~
 - d. Process and make daily deposits of all receipts mailed directly to the billing company, as necessary.
 - ~~e. Communicate with customers and transmit Automated Clearing House ("ACH") authorization forms allowing the District to initiate an ACH withdrawal of the customer bill directly from their checking or savings account. Initiate ACH batches using dual controls.~~
 - ~~f. Coordinate and provide correspondence regarding terminations, delinquencies, payment plans and shut off notices in compliance with the District's collection policies and in coordination with the District's legal counsel.~~
 - ~~g. Process payoff requests from title company for closings and set up new ownership information.~~
 - ~~h. Collect transfer fee due upon the transfer of an account or property.~~
 - ~~i. Process payment arrangements for customers facing economic hardship at the direction of the Board.~~
 - j. Process and transmit delinquent notices.
 - ~~k. Process shutoff notices and direct the District's operator to proceed with shutoff.~~

- ~~l. Certify delinquent accounts with the County, as applicable, in coordination with the District's legal counsel.~~
- ~~m. Coordinate processing of statements of liens with the District's legal counsel, and release of liens as account are paid current.~~
- n. Respond to customer calls and inquiries in a timely and professional manner.
- ~~o. Track tap fee payments and coordinate with the Water Operator to provide installation of a new Tap for water utility.~~

Customer Service

- 1. WSDM will continue to provide customer service support by phone, email, social media, and text messaging, and fax to help all customers with their inquiries, questions, or request for information.
- 2. WSDM will continue to provide access to a 24-hour emergency number at 719-447-4840.
- ~~3. WSDM will continue to collaborate with security teams and monitor any security camera's as needed.~~
- 4. All customer inquires will have a response to them within 1 hour during regular business hours or immediately the following business day, if not an emergency.

Hourly Rates

WSDM will continue to provide all applicable services as listed to the District at a monthly cost or not to exceed contractual monthly limit of **\$7,500/ month.**

| | |
|----------------------------------|----------|
| Principal | \$225.00 |
| Senior Manager | \$180.00 |
| Senior Accountant (CPA) | \$190.00 |
| Assistant Manager | \$150.00 |
| Bookkeeper | \$ 75.00 |
| Administrative/ Supporting Staff | \$ 50.00 |

- *Signature Page to Follow* -

Thank you,



Kevin Walker,
President of WSDM

APPROVED AS SIGNED:

Signature

Title

Date



Gold Hill Mesa Metropolitan District #1

PAYABLES

3/16/2023

GENERAL FUND ACCOUNT

| Company | Invoice | Date | Amount | Comments |
|------------------------------|----------------|-------------|---------------------|-----------------|
| BMH Development Services | 2215-1 | 11/15/2022 | 27,840.00 | |
| BMH Development Services | 2215-2 | 2/20/2023 | 31,920.00 | |
| Bright View Landscape | 8292018 | 2/20/2023 | 825.92 | |
| Bright View Landscape | 8315897 | 2/28/2023 | 53.00 | |
| City of Colorado Springs | 22823 | 2/28/2023 | 350.88 | |
| Clifton Larson Allen | 3570019 | 2/22/2023 | 1,609.25 | |
| Clifton Larson Allen | 3563951 | 2/14/2023 | 4,829.18 | |
| Special District Association | 22823-1 | 2/28/2023 | 771.94 | District 1 |
| Special District Association | 22823 | 2/28/2023 | 486.11 | District 2 |
| UNCC | 223020581 | 2/28/2023 | 16.77 | |
| WSDM District Managers | 7382 | 2/28/2023 | 11,470.00 | |
| TOTAL | | | \$ 80,173.05 | |



Proposal for Extra Work at Gold Hill Mesa Metro Distrcit

| | | | |
|------------------|---|-----------------|---|
| Property Name | Gold Hill Mesa Metro Distrcit | Contact | Rebecca Harris |
| Property Address | 142 S Raven Mine Dr Colorado Springs, CO 80905 | To | Gold Hill Mesa Metropolitan District |
| | | Billing Address | No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903 |

Project Name 2023 Gold Hill Flowers
Project Description 2023 Gold Hill Flowers

Scope of Work

| QTY | UoM/Size | Material/Description | Unit Price | Total | |
|---------------------------|------------|---|------------|-----------------|-------------------|
| Prep Beds | | | | Subtotal | \$476.55 |
| 7.00 | HOURL | Enhancement Crew | \$52.42 | \$366.97 | |
| 1.00 | CUBIC YARD | Bio Soil Amendments | \$109.58 | \$109.58 | |
| | | | | Subtotal | \$8,680.31 |
| Install Flowers | | | | | |
| 44.00 | HOURL | Flower install and clean site | \$52.42 | \$2,306.65 | |
| 1.00 | LUMP SUM | Yellow Canna Lily 1 gal. (24) | \$774.07 | \$774.07 | |
| 1.00 | LUMP SUM | Blue Salvia 10/4 pk 5 flats | \$219.14 | \$219.14 | |
| 1.00 | LUMP SUM | Dianthus Ideal Select White 18/4 pk 5 flats | \$379.40 | \$379.40 | |
| 1.00 | LUMP SUM | Purple Potato Vine | \$305.27 | \$305.27 | |
| 1.00 | LUMP SUM | Verbena Lascar Vampire Pink | \$457.90 | \$457.90 | |
| 1.00 | LUMP SUM | Marigold Safari Mix 10/4 pk 3 flats | \$292.18 | \$292.18 | |
| 1.00 | LUMP SUM | Petunia Dreams Mix (red, coral, pink, white, purple) 10/4 pk 3 flats | \$657.41 | \$657.41 | |
| 1.00 | CUBIC YARD | Cascade Mulch | \$969.10 | \$969.10 | |
| 1.00 | LUMP SUM | Pendulum pre-emergent, water soluble fertilizer 16-16-16, granular fertilizer | \$554.08 | \$554.08 | |
| 1.00 | LUMP SUM | Pansy Delta Light Blue | \$215.06 | \$215.06 | |
| 1.00 | LUMP SUM | Marigold African Yellow | \$124.22 | \$124.22 | |
| 1.00 | LUMP SUM | Hot Pink Geranium | \$228.04 | \$228.04 | |
| 1.00 | LUMP SUM | Vinca Mjr. Varigated | \$137.20 | \$137.20 | |
| 1.00 | LUMP SUM | Dusty Miller Silver Dust | \$186.33 | \$186.33 | |
| 10.00 | EACH | 18" Hanging baskets | \$87.43 | \$874.26 | |
| Summer Maintenance | | | | Subtotal | \$1,677.56 |
| 8.00 | HOURL | June Summer Maintenance- 4 visits | \$52.42 | \$419.39 | |
| 8.00 | HOURL | July Summer Maintenance - 4 visits | \$52.42 | \$419.39 | |
| 8.00 | HOURL | August Summer Maintenance - 4 visits | \$52.42 | \$419.39 | |
| 8.00 | HOURL | September Summer Maintenance - 4 visits | \$52.42 | \$419.39 | |

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

Proposal for Extra Work at Gold Hill Mesa Metro District

For internal use only

SO# 8032228
JOB# 400200351
Service Line 130

Total Price \$10,834.42

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

TERMS & CONDITIONS

1. 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.
2. **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.
3. **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 requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **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.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer 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 Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer 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 Customer 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.
14. **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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

16. **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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 Customer's expense.
17. **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

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer. 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 15 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

Rebecca Harris
Printed Name

February 23, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title

Jonathan Charles Oltman
Printed Name

February 23, 2023
Date

Job #: 400200351

SO #: 8032228

Proposed Price: \$10,834.42



Proposal for Extra Work at Gold Hill Mesa Metro Distrcit

| | | | |
|------------------|---|-----------------------|--|
| Property Name | Gold Hill Mesa Metro Distrcit | Contact | Rebecca Harris |
| Property Address | 142 S Raven Mine Dr Colorado Springs, CO 80905 | To Billing Address | Clifton Larson Allen c/o Gold Hill Mesa Metro Distrcit no 1 111 S Tejon St Colorado Springs, CO 80905 |

Project Name 2023 Metro mulch refresh
Project Description Metro mulch including new area on Olympia

Scope of Work

| QTY | UoM/Size | Material/Description | Total |
|-------|------------|--|-------|
| 70.00 | CUBIC YARD | Cascade Mulch - CUBIC YARD Mulch Installed | |

For internal use only

SO# 8032260
JOB# 400200351
Service Line 130

Total Price \$15,336.29

THIS IS NOT AN INVOICE

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7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

TERMS & CONDITIONS

1. 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.
2. **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.
3. **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 requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **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.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer 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 Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer 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 Customer 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.
14. **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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

16. **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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 Customer's expense.
17. **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

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer. 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 15 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

Rebecca Harris

February 03, 2023

Printed Name _____ Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title

Jonathan Charles Oltman

February 03, 2023

Printed Name _____ Date

Job #: 400200351

SO #: 8032260

Proposed Price: \$15,336.29





Proposal for Extra Work at Gold Hill Mesa Metro District

| | | | |
|------------------|---|-----------------|---|
| Property Name | Gold Hill Mesa Metro District | Contact | Rebecca Harris |
| Property Address | 142 S Raven Mine Dr Colorado Springs, CO 80905 | To | Gold Hill Mesa Metropolitan District |
| | | Billing Address | No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903 |

Project Name Winter watering
Project Description One day of watering new plant material on Olympia

Scope of Work

| QTY | UoM/Size | Material/Description | Total |
|---------------------|----------|--|-----------------|
| Winter Water | | | \$825.92 |
| 1.00 | EACH | Full day of winter watering for team of two. | |

For internal use only

SO# 7970981
JOB# 400200351
Service Line 130

Total Price \$825.92

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

TERMS & CONDITIONS

1. 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.
2. **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.
3. **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 requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **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.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer 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 Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer 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 Customer 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.
14. **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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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Customer

Property Manager

Signature _____ Title

Rebecca Harris
Printed Name

February 01, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title

Jonathan Charles Oltman
Printed Name

February 01, 2023
Date

Job #: 400200351

SO #: 7970981

Proposed Price: \$825.92



Proposal for Extra Work at Gold Hill Mesa Metro Distrcit

| | | | |
|------------------|---|-----------------|---|
| Property Name | Gold Hill Mesa Metro Distrcit | Contact | Rebecca Harris |
| Property Address | 142 S Raven Mine Dr Colorado Springs, CO 80905 | To | Gold Hill Mesa Metropolitan District |
| | | Billing Address | No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903 |

Project Name Three Pet Stations
Project Description Replace broken dog station and install (2) New dog stations.

Scope of Work

| QTY | UoM/Size | Material/Description | Unit Price | Total |
|---|----------|---------------------------|-----------------|-------------------|
| 2 New Pet stations installed. | | | Subtotal | \$1,866.67 |
| South Rec center Pet station replacement | | | Subtotal | \$466.70 |
| 1.00 | EACH | Replace Broken Bag holder | \$466.70 | \$466.70 |

For internal use only

SO# 8034288
JOB# 400200351
Service Line 130

Total Price \$2,333.37

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

TERMS & CONDITIONS

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2. **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.
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Customer

Property Manager

Signature _____ Title

Rebecca Harris
Printed Name

February 07, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title

Jonathan Charles Oltman
Printed Name

February 07, 2023
Date

Job #: 400200351

SO #: 8034288

Proposed Price: \$2,333.37

Exclusions And Qualifications

Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)





BrightView

No. 1535337

Authorization for Extra Work

Date _____
 Client Name _____
 Client/Jobsite Phone No. _____
 Job Name _____
 Description of Work Replace old Rain Master controllers (2)

| INTERNAL USE ONLY | |
|---------------------|-------------|
| Client Number | _____ |
| Job Number/Coding | <u>0351</u> |
| Purchase/Work Order | _____ |
| Tax Code: | _____ |

These are the original controllers when building

OTHER NOTES:

They have stations that no longer work and to get old zones operable they are doubled; the 3rd of the originals would lose

- Do not mail; send invoice back to branch
 Attach copy of signed approval letter w/invoice

| Item No. | Type of Labor, Equipment or Materials Used | Hours or Quantity | Unit Price | Total |
|---|--|-------------------|------------|----------------|
| | Weather-Matic w/air card w/o flow 48sta | 1 | 2473.50 | 2473.50 |
| | Weather-matic 48sta w/air card w/o flow | 1 | 2473.50 | 2473.50 |
| | Misc parts to mount controller | 1 | 300.00 | 300.00 |
| | Irrigation Tech Labor | 24 | 65.00 | 1560.00 |
| Total Labor & Materials, including Sales Tax | | | | 6807.00 |

This bid is valid for 60 calendar days unless otherwise approved by BrightView

THIS IS NOT AN INVOICE

Instructions to Job Superintendent: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. Give Customer's Copy to the agent. ALL other copies (with the exception of the Field Copy) MUST be submitted to your branch office promptly upon completion of the work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General terms and conditions" which are printed on reverse and are incorporated herein by reference.

X David Mandy
 Approved by BrightView Representative

X Proposal
 Approved by Client Representative

Date _____



No. 1535340

BrightView

Authorization for Extra Work

Date 2/7/23
 Client Name _____
 Client/Jobsite Phone No. _____
 Job Name Gold Hill mesa metro
 Description of Work Replace defective 2-wire cable; 3 places - 2x Lady Campbell; 1x S. Favorite

| INTERNAL USE ONLY | |
|---|-------------------|
| Client Number | _____ |
| Job Number/Coding | <u>40020 0351</u> |
| Purchase/Work Order | _____ |
| Tax Code: | _____ |
| <input type="checkbox"/> Do not mail; send invoice back to branch <input type="checkbox"/> Attach copy of signed approval letter w/invoice | |

OTHER NOTES:

| Item No. | Type of Labor, Equipment or Materials Used | Hours or Quantity | Unit Price | Total |
|---|---|-------------------|-------------------------|--------------------------|
| | <u>180' 7 zones not operable plus extending mainline (Lady Campbell (Cul de Sac))</u> | | | |
| | <u>220' 2 zones not operable (South Favorite)</u> | | | |
| | <u>125' 4 zones not operable (Lady Campbell)</u> | | | |
| | <u>525' 2 wire cable 1/8"</u> | <u>525</u> | <u>1.98</u> | <u>1039.50</u> |
| | <u>Trencher Rental day</u> | <u>3</u> | <u>300⁰⁰</u> | <u>900⁰⁰</u> |
| | <u>Irrigation Tech Labor</u> | <u>48</u> | <u>65⁰⁰</u> | <u>3120⁰⁰</u> |
| Total Labor & Materials, including Sales Tax | | | | <u>5059.50</u> |

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X David Mendez
 Approved by BrightView Representative

X Proposal
 Approved by Client Representative Date



No. 1535341

BrightView

Authorization for Extra Work

Date 2/7/23
 Client Name _____
 Client/Jobsite Phone No. _____
 Job Name Gold Hill Mesa
 Description of Work install 3 missing drip valves along North side of Olypian;

| INTERNAL USE ONLY | |
|---------------------|------------------------------|
| Client Number | _____ |
| Job Number/Coding | <u>40020</u> 0101 |
| Purchase/Work Order | _____ |
| Tax Code: | _____ |

OTHER NOTES:

- Do not mail; send invoice back to branch
 Attach copy of signed approval letter w/invoice

| Item No. | Type of Labor, Equipment or Materials Used | Hours or Quantity | Unit Price | Total |
|---|--|-------------------|------------|----------------|
| | 1" Rainbird Com-B Drip Assembly | 3 | 233.96 | 701.88 |
| | Standard Valve Box | 3 | 52.00 | 156.00 |
| | DBY-6 | 12 | 4.26 | 51.12 |
| | Irrigation Tech Labor | 12 | 65.00 | 780.00 |
| | Decoder w-m | 3 | 183.38 | 550.14 |
| Total Labor & Materials, including Sales Tax | | | | 1330.14 |

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X David Mendy
 Approved by BrightView Representative

X Proposal
 Approved by Client Representative

Date _____