



**MOUNTAIN HIGH**

**Tree, Lawn & Landscape Co.**

*In Harmony with Nature. In Partnership with You.*

February 23, 2011

Delivery via Email

Parker Jordan Metropolitan District  
c/o Grant Street Ventures, LLC  
9145 E. Kenyon Avenue, Suite 320  
Denver, Colorado 80237  
Office: 303-741-2500  
Cell: 303-886-2838

Attn: Dan Sheldon  
[dan@gsvcolorado.com](mailto:dan@gsvcolorado.com)

Re: Parker Jordan Centennial Open Space / # 333333

**Pruning and Removals – Scope of Work**

Prune to reduce specified hazards from:

- Hanging dead and leaning dead branches that are large enough to present a hazard if they fell or moved.
- Large branches and dead trees on ground – will cut off the parts extending up to remove hazard from someone trying to climb these or the possibility that these could fall.

A few trees will require a lift truck to access the hazardous branches. Others will be worked on from the ground, and a few will require us to climb the trees where truck access is not possible.

Trees that are included have been tagged with orange marking tape. In many cases the trunk is tagged, or a few branches are tagged where the hazard is above.

Trees included are pretty evenly distributed throughout the property. While I did not count the number of trees, I believe there are approximately 50 or more trees that are included.

I anticipate this job taking a 2-man crew approximately 6 days to complete.

Cost for this work: \$7,400.00

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**Pruning and Removals – Scope of Work**

Additionally there are 2 dead Cottonwood trees in the N.W. part of the property that lean toward home properties. When they fail they could possibly hit parts of the property of the homes they are close to. We will need access to drive a lift truck on the sewer easement to access these.

Cost to cut off these 2 trees: \$ 500.00

*Disclaimer: Almost all of the trees on these 107 acres have potential hazards. The large dead trees and the large dead branches in the trees are all going to fail and fall at some point. While what we have prescribed will eliminate and reduce those specific hazards, it is only a very small part of what will remain. Realizing that the cost to mitigate all hazards is not practical, it may be prudent to post signs advising users of this native area that there are in fact hazards, and what to look out for.*

As we discussed, once your paths are in it would be good to address those additional and specific hazards close to these paths.

Thank you for the opportunity to address the hazard tree care on this property. Please call with any questions. My direct line is 303-457-5888.

Respectfully Submitted,



Ralph Bronk  
Arborist Consultant

/bb

Authorization: Norman Sheldon, FAES Date: 3-22-11

Notes: \_\_\_\_\_

All pruning will have a general objective of maintenance or hazard reduction and will adhere to all specifications and proper pruning techniques set forth in the American National Standards Institute (ANSI) A300 Standard for Tree Pruning.

**Fine Prune shall consist of:**

**Crown cleaning** – the selective removal of dead, dying, diseased, weakly attached and crossing or interfering branches. Unwanted water sprouts and shoot growth is also pruned off. Branches 1/2" in diameter and greater will be targeted.

**Crown thinning** – the selective removal of significant branches to increase light penetration, air movement and to reduce weight. A specified percentage (not to exceed 25%) of live branches may be indicated on the job description or when not specified will include a percentage appropriate for the species.

**Pruning back of branches outside the natural canopy to maintain a shape typical of the species.**

**Crown raising of lower branches to clear buildings, walks, drives, etc. On street trees, city specifications include raising to 8 feet over sidewalks and 13 ft., 6 in. over streets and alleys.**

**Maintenance Prune shall consist of:**

**Crown cleaning** – the selective removal of dead, dying, diseased, weakly attached and crossing or interfering branches. Unwanted water sprouts and shoot growth is also pruned off. Branches 1" in diameter and greater will be targeted.

**Crown thinning** – the selective removal of branches to increase light penetration, air movement and to reduce weight. A specified percentage (not to exceed 25%) of live branches may be indicated on the job description or when not specified will include a percentage appropriate for the species.

**Pruning back of excessively long branches outside the natural canopy to maintain a shape typical of the species.**

**Crown raising of lower branches to clear buildings, walks, drives, etc. On street trees, city specifications include raising to 8 feet over sidewalks and 13 ft., 6 in. over streets and alleys.**

**Hazard Reduction Prune (Safety Prune) shall consist of:**

**Crown clean deadwood 2" and larger in diameter unless otherwise specified. Crown raising or other pruning may be specified if it is to be included.**

**Corrective Pruning of Young Trees:**

**Pruning to establish (or improve upon) a main central leader (or leaders) and strong scaffold structure. Branches that are crossing or interfering, weak crotches or attachments with included bark are removed where possible. Selective thinning and raising is included where appropriate.**

**Crown Restoration:** pruning should improve the structure, form, and appearance of the trees that have been storm damaged, vandalized, or poorly pruned.

**Crown Reduction:** reduces the height and/or spread of a tree. Consideration must be given to the ability of a species to sustain this type of pruning.

**Structural Pruning:**

**Remove significant dead, thin as specified, shape through proper reduction to a shape typical of the species with hand tools such as hand pruners, loppers, handsaw. Evergreens will be pruned to shape, contain and retain their natural character. Evergreens will not be thinned or dead wooded unless specifically stated.**

**Fine Shear:** Shear off new growth and contain leaving a formal, finished look.

**Rough Shear:** Shearing to shape and contain growth, leaving a uniform, but natural appearance.

**Rejuvenation:** Cutting back to 6"-24" stumps certain overgrown or damaged deciduous shrubs for Spring regeneration.

**Mountain High Guarantee:** Mountain High has a commitment to excellence in all aspects of tree, lawn and landscape care. All of our work will be of the highest quality available. Customer satisfaction is guaranteed.

**MOST MAJOR CREDIT CARDS ACCEPTED**

Payment in full is due upon completion of work. Finance charges of 1% per month, 12% annual with a minimum fee of \$20.00 will be charged on accounts over 30 days past due. Additionally, past due accounts may be turned over for collection at which time additional costs and attorney fees may apply.

**TREE, LAWN & LANDSCAPE SERVICES**

Expert Tree and Shrub Pruning • Expert Tree & Stump Removal • Plant Health Care Programs • Insect & Disease Management • Supplemental Watering Service • Lawn Fertilization • Weed Control Programs • Insect & Disease Management • Core Aeration • Revive Treatments • Vole Control • Complete Landscaping • Specimen Tree & Shrub Planting • Sprinkler System Design, Installation & Maintenance • Xeriscaping • Hardscaping • Holiday Lighting • Organic Mulches - pick up at our location or delivery is available.

**LICENSED AND INSURED. SERVING THE DENVER METRO AREA SINCE 1974**

The visit to your property was only a visual inspection from the ground for the purpose of providing a price for requested services and shall not be considered a tree risk assessment. When performing underground services such as stump removal, tree fertilization, tree planting & staking and aerating, etc. We require that the exact location of sprinkler lines and low voltage lighting are noted or we can not be responsible for any damage that may be incurred in our normal course of work.

**ADDENDUM A**  
**TO AGREEMENT**

MOUNTAIN HIGH TREE SERVICE, INC. (the "Consultant") and PARKER JORDAN METROPOLITAN DISTRICT (the "District") entered into a letter agreement, dated the 23<sup>rd</sup> day of February, 2011, for tree pruning services within the Parker Jordan Centennial Open Space (the "Agreement"). The Consultant and District shall be individually referred to herein as a "Party" and collectively referred to herein as the "Parties." The Parties have agreed to enter into and incorporate this Addendum A as part of the Agreement. In the event a conflict exists between this Addendum and the Agreement, the terms of this Addendum shall apply.

1. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and the Consultant's employees. Neither the Consultant nor any of its employees are or shall be deemed employees of the District. The Consultant is not, and shall not act as, the agent of the District. The Consultant has no authority to hire or contract on behalf of the District and shall not make any representation to the contrary. The employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the District. The Consultant shall pay all wages, salaries and other amounts due its employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including, without limitation, social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control its employees. The Consultant has sole authority and responsibility as principal for its agents, employees and all others it hires to perform or assist in performing the Services, if any. **The Consultant is not entitled to worker's compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

2. **SUBCONTRACTORS.** The Consultant is solely and fully responsible to the District for the performance of all work under this Agreement, whether performed by the Consultant or a subcontractor engaged by the Consultant. Use of any subcontractor by the Consultant shall be pre-approved in writing by the District. To obtain such approval, the Consultant shall submit the name of the subcontractor, together with resume(s) of training and experience in work of like character and magnitude as the work to be subcontracted, to the District. The Consultant agrees that each and every agreement of the Consultant with any subcontractor to perform work under this Agreement shall contain an indemnification provision identical to the one contained herein holding the District harmless for the negligent or tortious acts of the subcontractor. The Consultant further agrees that any such subcontract shall be terminable not-for-cause and that, unless directed otherwise by the District, the Consultant shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any of the work, a subcontractor shall provide evidence of insurance coverage to the District as provided in Paragraph 3. The Consultant further agrees that all such

subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement.

3. CONSULTANT'S INSURANCE.

A. The Contractor shall acquire and maintain, during the entire term of the agreement, including any extensions of the term, statutory worker's compensation insurance coverage, commercial general liability insurance coverage and automobile liability insurance coverage in no less than the amounts set forth in subparagraph D below. The District shall be named as an additional insured on the Contractor's commercial general liability insurance and automobile liability insurance. Such additional insured coverage provides defense and indemnity coverage only for actions arising from Contractor's acts, actions, omissions or neglect but shall not provide defense or indemnity coverage for the District's own acts, actions, omissions or neglect or for unproven allegations. Any such policy of insurance obtained to comply with this paragraph shall provide that the District shall receive thirty (30) days written notice prior to the policy's cancellation, non-renewal or modification to any provisions of such policy affecting the insurance coverage requirements under the agreement.

B. Prior to commencing any work under the agreement, the Contractor shall provide the District with a certificate or certificates evidencing the insurance required by this paragraph, as well as the amounts of coverage for the respective types of coverage. If the Contractor sub-contracts any portion(s) of the services, said sub-contractor(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance and comprehensive general liability insurance coverage in amounts satisfactory to the District and the Contractor. If the coverage required under this paragraph expires during the term of the agreement, the Contractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

C. If any policy obtained by the Contractor is a claims-made policy, the following conditions shall apply: the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase this extended reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall not be later than the date the agreement is signed by the Parties. If the Contractor purchases a subsequent claims-made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the agreement is signed by the Parties.

D. The Contractor shall acquire and maintain during the entire term of the agreement, statutory workers' compensation insurance coverage, comprehensive general liability insurance coverage, and automobile liability insurance coverage in the following amounts:

i. Worker's Compensation Insurance in accordance with applicable law, including employers' liability.

ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate. Coverage shall include all major divisions of coverage and be on a comprehensive basis including:

- a. premises operations;
- b. personal injury liability without employment exclusion;
- c. blanket contractual;
- d. broad form property damages;
- e. medical payments;
- f. independent contractors coverage.

iii. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

iv. All coverages specified above shall waive any right of subrogation against the District and its directors, officers and employees; such waiver of subrogation shall apply solely to acts, actions, omissions or neglect of the Contractor, and in no way limits the right of subrogation for acts, actions, omissions or neglect of the District or others. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation in accordance with the terms of the agreement for Consulting Services provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."

4. INDEMNIFICATION. The Consultant shall indemnify, defend and hold harmless the District and its directors, officers, contractors, employees and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable attorney's fees and defense costs, arising from the tortuous acts, criminal acts, negligent acts, willful misconduct, errors or omissions of the Consultant or its subconsultants in the performance of professional services under this Agreement. The Consultant is not obligated to indemnify the District for the District's own negligence. This indemnification obligation shall survive the expiration or termination of this Agreement.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection in the performance of this Agreement.

5. DISTRICT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Consultant expressly understands and agrees that the District's obligations hereunder shall extend only to monies appropriated for the purposes of this Agreement by the District and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-

fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of District funds.

6. UNDOCUMENTED WORKERS.

A. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a sub-consultant that knowingly employs or contracts with an illegal alien to perform under the Agreement. The Consultant represents, warrants and agrees that it has participated or has attempted to participate in the E-Verify Program (as defined in Section 8-17.5-101(3.7), C.R.S., as amended) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired for employment in the United States.

B. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- (ii) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

C. The Consultant represents and warrants that it has verified or attempted to verify through participation in the E-Verify Program the employment eligibility of all of its employees who are newly hired for employment in the United States, and if the Consultant is not accepted into the E-Verify Program prior to entering into this Agreement the Consultant shall apply to participate in the E-Verify Program every three (3) months until the Consultant is accepted or the Agreement has been completed, whichever occurs earlier. This provision shall be effective for so long as the E-Verify Program is in effect.

D. The Consultant shall not use E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is in effect.

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

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

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

F. The Consultant shall comply with any and all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment, pursuant to applicable law.


G. If the Consultant violates any provision of this Agreement or §§ 8-17.5-101, *et seq.*, C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

*[Remainder of page intentionally left blank].*

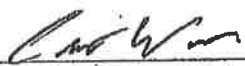


IN WITNESS WHEREOF, the Parties have caused this Addendum A to be duly executed and delivered by their respective officers thereunto duly authorized and effective as of the 22<sup>nd</sup> day of March, 2011.

PARKER JORDAN METROPOLITAN DISTRICT

  
Norman A. Sheldon, President

ATTEST:

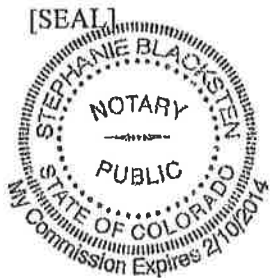
  
By: Clint C. Waldron  
Its: Assistant Secretary / Treasurer

MOUNTAIN HIGH TREE SERVICE, INC., a Colorado corporation.

By: Ralph Brunk  
Its: Pres

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss.

Ralph Brunk subscribed and sworn to before me on this 22 day of MARCH 2011, by Ralph Brunk as Pres of Mountain High Tree Service, Inc., a Colorado corporation.



[Signature]  
Notary Public

My commission expires: 2/10/14