



- **First Name**
Amanda
- **Last Name**
Miller
- **Title/Position**
Service Coordinator, Downtown Environment
- **Company**
Downtown Denver Partnership
- **Phone Number**
+13035718230
- **Email Address**
amiller@downtowndenver.com
- **Project Address or Building Name**
1020 16th St - Federal Reserve
- **Total Project Budget**
\$64,258
- **Grant Dollar Amount Requested**
\$44,830
- **Number of existing individual tree locations. Please include future size of each planting area.**
4 trees
6'x18'
6'x34'
6'x40'
6'x40'
- **Number of each new tree planting locations to be installed. Please include size of each planting area.**
0

Sample Urban Forest Initiative Grant Application

- **Project Narrative. Please refer to Project Requirements and Evaluation Process section of the Urban Forest Initiative Grant Program Packet.**

This project is located in the right-of-way on Curtis Street on the side of 1020 16th St.

In total, four existing tree pits will be expanded from their current size of 6'x6'. The tree pits to be retrofitted are located nearest the corner of Curtis St and 16th St. From NE to SW the tree pits will have the following surface areas:

- 240 sq ft
- 240 sq ft
- 204 sq ft
- 108 sq ft

The first two locations, nearest 16th St, will be located in an open tree pit with a 6" raised concrete curb on three sides. A new 3" Callery pear tree and an existing 5" Callery pear tree will be located in the planting area. The third planting area will install silva cells and a 3" Hackberry tree. Existing pavers will extend over the silva cells to provide pedestrian traffic over the area. The fourth location will incorporate 6'x6' tree grates on either side of a 6'x6' open area. An 5" Hackberry tree will remain.

For each planting area, soil will be remediated. The work will be performed by Construction Company ABC and TreesHugger Inc. will provide arborist oversight. Perennial flowers and native shrubs will be installed in the raised open planter.

- **Project Timeline. Please include a proposed start date, planting season, anticipated end date, etc.**
The work is proposed to start November 2019 and be completed by March 2020. Tree planting will occur in March.
- **Future Maintenance Plan. Consider how the trees will be cared for, including: will they be irrigated or hand watered, how frequently, etc.**
The four locations have existing functional irrigation that is maintained by the BID. In the summer months, trees will be weekly via irrigation. In the winter months, the trees will be watered once monthly through the BID Tree Health Program. The trees will receive pest management, organic soil enhancers, salt detox, and pruning on a five-year cycle through the BID Tree Health Program. Our Building manager will periodically inspect the trees for signs of stress such as wilting or discolored leaves, broken branches, and compacted soil. The trees will receive a 3" layer of mulch each spring for the next three years.
- **Are you partnering with an adjacent property owner?**
No
- **Upload your tree/landscape maintenance budget. Please include 3-year maintenance costs, cost of materials, etc.**
[proposal_Downtown_TreePilot_CurtisStreet_v2_silva_cell_discount.pdf](#)
- **Upload aerial photos of the project site with project area defined (Google Earth images work great).**
[Curtis_St_Site_Aerial.JPG](#)

The Money Museum at the Federal Reserve Bank of Kansas City, Denver Branch



360

Curtis Street



AGREEMENT

Environmental Designs, Inc.

12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113 Office
303-287-0340 Fax
EDI Contact: Rachael Shuler

For Internal Use Only

Form with fields: Name/Crew, Date, STP, Done By, Posted, Invoiced, Proposal # (79346)

THIS AGREEMENT made on November 26, 2018 (the "Effective Date") by and between, ENVIRONMENTAL DESIGNS, INC. herinafter called the "Contractor" and, Adam Perkins, hereinafter called the "Owner" and referred to as The Downtown Denver Tree Pilot Project

Project Address: 16th and Curtis Denver, CO 80202 (the "Property") E-mail: aperkins@downtowndenver.com Telephone: 303-571-8207 Fax:

The Parties, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is her acknowledged, agree as follows:

ARTICLE I Scope of Work

Prices include all applicable taxes, delivery fees, incurred labor, and warranty. The entire project as outlined below shall be referred to as the "Work".

Job Prep

Allowances for traffic control plan, meter bagging and sidewalk closure based on previous work and final costs will vary.

Table with 5 columns: Description, Quantity, Unit, Unit Price, Price. Rows include Bag Meters, Traffic Control Plan, Sidewalk Closure Permit, Mobilization, Final Job Cleanup, and Group Total (\$11,467.09).

Open Tree Pit

Assumes a pit depth of 30". Assumes grey concrete curb with 12 1'x1'x3' caissons.

Assumes existing irrigation system is in good working condition and able to accommodate proposed changes. Includes an allowance to make adjustments for the new arrangement. Final cost of irrigation may vary once system is evaluated.

A planters mix consisting of sandy loam soil, class 1 compost and vermiculite is proposed.

Includes 4 4" perforated PVC pipes installed vertically around each tree for aeration and water evaporation. These pipes will be capped with a green plastic PVC cap at grade. Does not include any other drainage work.

Assumes that existing pavers can be re-used. Does not include new paver material.

There is the potential for

Description	Quantity	Unit	Unit Price	Price
Prep - Flagstone/Paver Patio Demo (4" Thick Hardscape)	260.00	SF	4.39	1,142.04
Excavation By Hand (YD)	22.00	YD	196.80	4,329.67
Prep - Construction Debris Disposal - Dump Trailer	6.00	EA	318.44	1,910.65
Concrete Forming By LF (Up to 8")	104.00	LF	11.51	1,197.41
Concrete- by the YD (EDI Mix)	2.00	YD	681.92	1,363.85
Soil - Planters Mix	22.00	YD	110.05	2,421.10
Delivery	6.00	EA	220.63	1,323.77
Pear- Chanticleer 3.00" B&B	1.00	EA	1,418.10	1,418.10
Labor By Hour - Irrigation	6.00	HR	63.49	380.91
Irrigation- Fittings for Retrofit	1.00	EA	206.73	206.73
4" PVC Perf Pipe	24.00	LF	17.87	428.88
Removal - Deciduous Tree	1.00	EA	591.22	591.22
Mulch - Cascade Cedar (3" Thick)	240.00	SF	1.64	393.03
Perennial Flat F-15	3.00	EA	117.71	353.12
Paver in Sand - Replace/Cut Pavers around curb	52.00	SF	23.63	1,229.00
Temporary Fence for Plant Establishment	92.00	LF	3.08	283.75
	Group Total			\$18,973.23

Silva Cells

Silva Cell pricing taken from a quote provided by Deeproot based on their conversations with the project managers. Their email indicated that this could be updated as dialog continues.

Assumes that existing pavers can be re-used. Does not include new paver material.

Assumes a depth of approximately 30".

A planters mix consisting of sandy loam soil, class 1 compost and vermiculite is proposed.

Assumes existing irrigation system is in good working condition and able to accommodate proposed changes. Includes an allowance to make adjustments for the new arrangement. Final cost of irrigation may vary once system is evaluated.

Description	Quantity	Unit	Unit Price	Price
Prep - Flagstone/Paver Patio Demo (4" Thick Hardscape)	245.00	SF	4.39	1,076.16
Paver in Sand - Replace Existing Pavers	245.00	SF	23.63	5,790.50
Excavation By Hand (YD)	23.00	YD	196.80	4,526.47
Prep - Construction Debris Disposal - Dump Trailer	6.00	EA	318.44	1,910.65
Silva Cells ALLOWANCE (Includes Freight)	1.00	EA	9,571.23	9,571.23
Soil - Planters Mix	15.00	YD	110.05	1,650.75
Delivery	5.00	EA	220.63	1,103.14
Labor By Hour - Irrigation	4.00	HR	63.48	253.94
Irrigation- Fittings for Retrofit	1.00	EA	103.37	103.37
Road Base	8.00	YD	155.11	1,240.86
	Group Total			\$27,227.07

Tree Pit with Tree Grates

Assumes that existing pavers can be re-used. Does not include new paver material.

Assumes a depth of approximately 30".

A planters mix consisting of sandy loam soil, class 1 compost and vermiculite is proposed.

Assumes existing irrigation system is in good working condition and able to accommodate proposed changes. Includes an allowance to make adjustments for the new arrangement. Final cost of irrigation may vary once system is evaluated.

Assumes use of the three existing tree grates. Does not include new tree grates.

Description	Quantity	Unit	Unit Price	Price
Prep - Flagstone/Paver Patio Demo (4" Thick Hardscape)	98.00	SF	4.39	430.46
Prep - Construction Debris Disposal - Dump Trailer	3.00	EA	318.44	955.32
Excavation By Hand (YD)	7.00	YD	336.67	2,356.71
Soil - Planters Mix	7.00	YD	110.05	770.35
Delivery	2.00	EA	220.63	441.26
Labor By Hour - Install Tree Grates	9.00	HR	63.48	571.36
Labor By Hour - Irrigation	4.00	HR	63.48	253.94
Irrigation- Fittings for Retrofit	1.00	EA	103.37	103.37
Paver in Sand - Replace Pavers around tree grates	30.00	SF	23.63	709.04
	Group Total			\$6,591.81

Provided that Owner is not then in default of this Agreement, including but not limited to the payment of the Deposit, the Owner shall have up to three (3) days after execution of this Agreement, in which to terminate this Agreement (the "Agreement Cancellation"), by written notice to Contractor of the Agreement Cancellation (the Notice of Right to Cancel"). Upon the proper delivery of the Notice of Right to Cancel, a "Cancellation Agreement" must be drafted by Contractor outlining the terms of said cancellation.

ARTICLE II Time of Completion

Owner acknowledges that Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned performance by Owner, including, but not limited to timely payment of the Deposit.

The Work shall be substantially completed within approximately 19 business day(s) of the Commencement Date, plus any time necessary for subcontractors to complete their scope of project, subject to delay due to inclement weather or any other conditions outside of Contractor's control (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

ARTICLE III Contract Price

The Owner shall pay the Contractor **\$64,259.20** for the Work (the "Contract Price").

This Price is valid for 10 days from the date of this Contract.

ARTICLE IV Terms of Payment

A. Unless otherwise outlined in "Article VII - Additional Provisions", the Payments on the Contract Price (which does not reflect a Change Orders, as that term is defined below) shall be made as follows:

The Deposit: **\$6,425.92** A Ten percent (10%) Non-refundable Payment (\$500.00 Minimum) is due upon execution of this Agreement. This Deposit is estimated to cover the expenses Contractor incurs by way of commissions paid, time in locating job specific materials, putting together construction documents and folders, scheduling, and other pre-construction services required prior to starting the Work).

The Progress Payments: The Progress Payments shall be on the 15th and the last day of each month, and shall be calculated based on the work performed up to the Progress Payment due date.

Final Payment: The Final Payment is due immediately upon substantial completion of the Work.

B. The Deposit, the Commencement Payment, the Progress Payments (if any, and shall be outlined in "Article VII - Additional Provisions"), and the Final Payment shall each be termed a "Payment," and collectively the "Payments." The collective amount of Payments shall be termed the "Contract Price." If the Deposit and/or the Commencement Payments are not made, the Work will not be commenced. If Contractor is unable to collect any Payment, Contractor may cease work without any breach of this Agreement. No Payment shall contain a lien waiver, except to the extent that said waiver is for partial release up to the date and value of the invoice relating to the subject Payment. Any and all materials delivered to the site will be billed, separately, to the Owner.

C. Payments (including but not limited to the Deposit) are non-refundable. The Deposit, which is in addition to and not part of the Commencement Payment or Progress Payments (if any, and as outlined in "Article VII - Additional Provisions"), shall be applied proportionately to each progress invoice.

D. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Owner's written request, shall issue waivers of lien for all Work performed.

E. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

ARTICLE V General Provisions

A. Owner shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean establishment of the initial grade, slope, soil composition and drainage of the Property.] Rough Grade establishment is the responsibility of the Owner. Contractor shall not be responsible for any cracking, buckling, or breaking of any concrete surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden structures, etc.

B. Plan submittal and/or approvals of the Work and any changes thereto by the Home Owner's Association ("HOA") are the responsibility of the Owner. Owner agrees that EDI may use any photos taken of the project for any advertising or promotions.

C. This agreement shall supersede any and all prior agreements between the Parties, whether oral or written. Any changes to this Agreement must be made in writing and evidenced by a change order (each a "Change Order" and collectively "Change Orders") executed by both Owner and Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall pay no less than fifty percent (50%) of the charge therefor as a Progress Payment. Charges for work covered by Change Orders shall be generated using then current pricing which may differ from original pricing of the original Work.

D. Unless otherwise outlined in "ARTICLE I - Scope of Work" pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed, as necessary, with the generation of a Change Order.

E. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to Owner at \$100.00 per hour with a two hour minimum: unless said Subcontractor is hired directly by Contractor to perform Work.

ARTICLE VI Warranties

A. Provided that Owner properly maintains plant material which is five (5) gallons or larger in size, sod, irrigation, and hardscape installed by Contractor (collectively "Installations"), such Installations shall carry a one-year, one-time replacement warranty. The warranty period shall begin upon substantial completion of the Work. Any tree warranties shall be void unless Owner contracts with Contractor, on a separate agreement or within this agreement, to perform winter watering as needed during the winter months while irrigation systems are winterized. Notwithstanding the foregoing, deciduous trees in excess of three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. Seed installation, night lighting bulbs, finished concrete, stamped concrete, weeds, truck-spaded trees, and reapplication of groundcover mulches are not warranted. Any part or parts of the Work (including work performed under a Change Order) that are damaged or die as a result of acts of God, fire, abuse, neglect, animal damage, insect damage, disease, fungus damage, and freezing are not warranted.

B. Any and all warranties are void if all Payments are not made as required by this Agreement.

ARTICLE VII Additional Provisions

Any Attachments and/or Addenda hereto including, but not limited to Change Orders, shall become part of this Agreement. Other than as outlined above no further Attachments and or Addendums shall be made part of this agreement.

ARTICLE VIII Acceptance of Proposal

By evidence of signatures below all Parties agree to all of the terms and conditions as outlined herein. By signing this Agreement Owner represents and warrants that Owner holds title to the Property, or is duly and properly authorized by the title holder to have performed on the Property.

ENVIRONMENTAL DESIGNS, INC.
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Downtown Denver Tree Pilot Project
Adam Perkins
16th and Curtis
Denver, CO 80202
303-571-8207

Contractor Signature Date

Printed Name

Owner Signature Date

Printed Name

Owner Signature Date

Printed Name

ARTICLE IX Notice of Right to Cancel

Owner may CANCEL this transaction IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Effective Date. Any items given to the Owner by Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies actually paid by the Owner to Contractor

To cancel this Agreement, the Owner must deliver a signed and dated copy of this Cancellation Notice to:
Environmental Designs, Inc.
12511 E. 112th. Avenue
Henderson, CO 80640

Owner may cancel this contract on or before 5:00 PM _____

Owner: _____ Date: _____

Three Year Maintenance Budget

Organization Name:

Downtown Denver Partnership, Inc. (Denver Civic Ventures)

Proposal Title:

Curtis St Project

Maintenance Expenses	Total Project Budget			
	Year 1	Year 2	Year 3	Total
Winter Watering (1x per month for 6 mo)	\$480	\$500	\$520	\$1,500
Denver Water Fixed Monthly Charge	\$192	\$192	\$192	\$576
Denver Water Irrigation Charges	\$600	\$600	\$600	\$1,800
Miscellaneous Maintenance	\$100	\$100	\$100	\$300
Total Expenses	\$ 1,372.00	\$ 1,392.00	\$ 1,412.00	\$ 4,176.00