

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REQUEST FOR PROPOSALS
FOR DISTRICT LANDSCAPE MAINTENANCE SERVICES**

The Roxborough Village Metropolitan District (District) is located in Douglas County just past the south end of Wadsworth Boulevard situated between Roxborough State Park, Chatfield State Park, and Waterton Canyon. The District is approximately 959-acres and is primarily residential, with about 6700 residents and 2,150 households. The Roxborough Park Foundation, Ravenna, and Sterling Ranch Prospect Village are neighbors to the District and are separately funded entities, though their residents do use the schools, commercial areas, and recreation facilities located within the District. With close proximity to two state parks, the regional High Line Canal trail, Waterton Canyon, and the Rocky Mountains, the District is known for its community, nature, and wildlife.

The District was formed in 1985. The District is a Title 32 Special District, and a political subdivision of the State of Colorado, that provides park and recreation, open space, mosquito control and streetscape improvements and maintenance services. Douglas County is responsible for street and most drainage maintenance in the District. The District is governed by a Board of five Directors, elected by the residents of the District.

The purpose of the District is to provide certain public improvements and services for the benefit of existing and future inhabitants and taxpayers of the District, either within or without its boundaries and as more fully specified in the District's Service Plan. The District finances and constructs various public improvements and provides ongoing operations and maintenance services. The District is organized as a single district structure and is responsible for financing improvements and providing Services permitted by its Amended Service Plan.

The District has no outstanding debt service, and assesses approximately 12 mills for the general operating fund. Primary District activities include parks, open space and landscape maintenance and management. Maps, district documents and additional information can be found on the District website at www.roxboroughmetrodistrict.org.

Questions regarding the District or this RFP should be directed to: **Mathew Hart, Roxborough Village Metropolitan District Board President**, at MathewHart@roxboroughmetrodistrict.org and **Peggy Ripko, Roxborough Village Metropolitan District Manager**, at pripko@sdmsi.com.

SCOPE OF LANDSCAPE MAINTENANCE SERVICES REQUESTED TO BE PERFORMED FOR THE DISTRICT:

1. SCOPE OF SERVICES:

- 1.1. **Landscape Maintenance:** Provide for the maintenance, care and repair of certain landscaped areas within the District as shown on Exhibit A. Special landscape services (“Special Services”) are described in Article 4.

2. TERM:

The District will expect the selected Provider to enter into an agreement with a term of November 1, 2022 - December 31, 2023

3. STANDARD LANDSCAPE SERVICES:

The frequency and/or number of times per year that the Provider is to provide the Standard Landscape Services are set forth in Exhibit B. A map depicting the areas to provide the Standard Landscape Services is shown in Exhibit C (the “Landscape Maintenance Map”).

- 3.1. **Irrigated Turf:** Turf care consists of mowing, irrigation, fertilization, and herbicide application to maintain healthy turf at all times.
 - 3.1.1. **Mowing of Irrigated Turf Areas:** Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately 2¾ - 3¾ inches during the growing season. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible. Excess clippings shall be removed from sidewalks and drives. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Drought conditions may necessitate less frequent mowing. All clippings shall be collected and disposed of properly and/or blown from sidewalks in irrigated turf areas to maintain a well-groomed appearance. Mowing shall not be performed when the ground is soggy to avoid compaction, rutting, and removal of the grass.
 - 3.1.2. **Trimming:** All irrigated turf areas shall be trimmed after each mowing to provide a well-groomed appearance. This shall include all fence lines and vertical elements.
 - 3.1.3. **Edging:** During the mowing season, edging shall be performed along all sidewalks, walkways, drainage ways, streets, curbs and planting beds to maintain a well-groomed appearance. Such edging shall be performed at least bi-weekly in irrigated turf areas during the mowing season. Should more frequent edging be required to maintain a well-groomed appearance, Provider shall provide a written proposal for such additional edging to the District Manager. All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.

- 3.1.4. Fertilization: Irrigated turf areas shall be fertilized with a high quality, well-balanced fertilizer three (3) times each season. Only non-phosphorus fertilizer shall be used. The first application shall consist of ½ pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow-release nitrogen. This first application shall contain a pre-emergent herbicide to control annual grassy weeds. Each subsequent application shall be 1 pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow-release nitrogen and shall also contain at least 1% iron. All fertilizer shall be blown into turf areas from sidewalks to minimize staining; fertilizer shall not be blown into streets or gutters. Both the first and third fertilization shall occur as specified under the aeration section with the second occurring at some midpoint between the first and third application.
- 3.1.5. Integrated Pest Management: If requested, the Provider shall assist the District to develop policies to apply the principles of Integrated Pest Management (IPM). This includes information on modifications and additions to the prevention strategy and schedule of regular cleaning and maintenance; regular monitoring to detect problems early; choosing the most effective options with the least risk to people and the environment; using biological methods that will result in long-term solutions; and minimizing the use of pesticides and insecticides. The Provider shall attempt to alert the District of all effective alternatives to chemical applications available.
- 3.1.6. Weed Control: The Provider shall spray all irrigated turf with a broad-spectrum broadleaf herbicide three (3) times per season with follow-up spot application as required. Prior to such application, the Provider shall submit the proposed herbicide to the District for approval. Application of pre-emergent herbicide shall be completed before May 1 of each year; second and third applications of pre-emergent or application of post-emergent control of broadleaf weeds shall occur late June to first week of July and again late August to first week of September of each year. The Provider shall perform manual removal of weeds on a weekly basis as needed.
- 3.1.7. Aeration: The Provider shall aerate all irrigated turf areas to open the turf for fertilizer, air, and water two (2) times each year. The first aeration shall be completed before the first fertilization and shall be done within one (1) week of the irrigation system being turned on in the spring. The second aeration shall occur at a minimum, two (2) weeks prior to the irrigation system being shut down for the year. Irrigated turf areas will be watered thoroughly prior to aeration and fertilized immediately thereafter with an appropriate fertilizer, as specified in the Fertilization section. The Provider shall use only a closed coring tine. Prior to aeration, the Provider shall flag all sprinkler heads and valve boxes to minimize damage. Plugs shall be left on irrigated turf areas to assist in breaking down thatch.
- 3.1.8. Leaf Removal: In irrigated turf areas, the Provider will collect and remove large accumulations of leaves during the month of November or after 90% leaf drop. Timing of collection and removal shall be weather dependent.

- 3.1.9. **Unusual Conditions:** Whenever the Provider observes any condition which Provider believes may be detrimental to healthy turf growth, such conditions shall be immediately reported to the District Manager along with a recommended corrective action.
- 3.2. **Non-Irrigated Turf and Native Grass Care:** All mowing of non-irrigated turf and native grasses shall be coordinated with the District's herbicide contractor.
- 3.2.1. **Trails Through Non-Irrigated Turf and Native Grass Areas:** Non-irrigated turf and native grass areas on either side of trails shall be mowed to a width of four feet (4'). These mowing strips are defined as beauty-bands and are depicted in Exhibit C. The beauty-bands shall be mowed to four inches (4") when the majority of grasses in the bands have exceeded seven inches (7"). All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.
- 3.2.2. **Fence Lines:** All fence lines depicted in Exhibit C shall be mowed to a width of eight feet (8') and trimmed for wildfire mitigation purposes. Fence lines shall be mowed to a height of four inches (4") when the grasses have started drying out after the spring growing season. Additional mows shall be performed whenever grasses over seven inches (7") have started to dry out. If the distance from a fence line to a path or to a road is under twenty feet (20'), the fence line mowing should be widened to meet the mowed beauty-band to avoid leaving narrow strips of tall grass.
- 3.2.3. **Mowing of Non-Irrigated Turf and Native Grass Areas:** Non-irrigated turf and native grass areas, as identified in Exhibit C, shall be mowed once per year, or as necessary at the discretion of the Board. The annual mowing shall occur in late winter or early spring except for (1) the sledding hill which shall be mowed once in late summer or early fall before any snowfall and for (2) the east side of the upper parking lot which shall be mowed based on the same criteria and frequency as beauty-bands. Mowing shall not be performed when the ground is soggy to avoid compaction, rutting, and removal of the grass. Only native areas designated in the maintenance plan map shall be mowed; not all native areas throughout the District will be mowed. All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.
- 3.3. **Tree and Shrub Care in Landscaped Areas:** The Provider shall familiarize themselves with the numbers, locations, and types of trees and shrubs within the District. Tree and shrub care shall maintain and promote healthy growing conditions and shall include pruning, wound repair, fertilization, insect control, disease control, and other maintenance measures as necessary. The maximum overall tree/shrub height for pruning and removal shall be ten feet (10') or $\frac{1}{3}$ the height of the tree/shrub, whichever is less. Trees in native areas are not maintained; however, some trees in non-irrigated, landscaped areas are maintained.

- 3.3.1. Pruning and/or removal of Trees: The Provider shall not prune or remove trees unless directed to do so by the District. Any such pruning of trees or removal of any trees shall be a Special Service to be approved by the Board or District Manager.
- 3.3.2. Pruning Shrubs: The objective of shrub pruning is to promote healthy plants and a pleasing appearance and to remove any growth into sidewalk areas. Shrubs shall be maintained as prescribed by the best practices for the species. Shrubs will be thinned as necessary to retain dense foliage, quality flowers, and a healthy natural appearance. Shrubs in non-irrigated and native areas are not maintained.
- 3.3.3. Dead Plant Materials and Replacement of Plants: All dead plant materials shall be removed and properly disposed off-site within one (1) week of determination of death. Provider shall immediately provide a quote to the District Manager to replace such plants.
- 3.3.4. Wrapping: The Provider shall not wrap trees or shrubs unless directed to do so by the District. Any such wrapping of trees or shrubs shall be a Special Service to be approved by the Board or District Manager.
- 3.3.5. Watering: During periods of dry weather, newly planted trees shall be hand watered weekly when the irrigation system is shut off or where no irrigation exists. This watering shall continue for new trees until they have been in the ground for two years and/or until they have an established root system.
- 3.4. **Mulch and Mulch Beds:** Organic mulches, including wood and bark chips shall be utilized in non-turf flower bed areas.
 - 3.4.1. Protective Rings: All trees and shrub beds shall be protected from maintenance equipment by use of a mulch bed and/or other protection, as approved by the Board. Provider shall correct any protective rings that are misapplied or in disrepair. Wood mulch shall not be applied against tree bark and should dip to meet the base of the tree.
 - 3.4.2. Application: Certified weed-free shredded wood mulch shall be reapplied each season after the first herbicide application, if applicable. This shall include all tree protection rings, shrub beds, ground covers, and annual and perennial beds.
 - 3.4.3. Maintenance: All mulched areas shall be edged or re-edged prior to application of mulch to provide natural containment.
- 3.5. **Ground Cover, Flower Beds and Rock Beds:** The appearance and health of ground cover shall be maintained by adhering to the following practices:
 - 3.5.1. Weed Control: Weeds in rock beds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide. The manufacturer and formulation of herbicides will be coordinated with the District before use. Weeds shall be hoed as little as possible to minimize damage to plant root systems.

- 3.5.2. Mow Strips: Mow strips shall be kept in good repair and replaced if necessary. Any safety hazards should be immediately corrected.
- 3.5.3. Flower Care: Pinch back dead blooms as required and hand weed weekly or as needed to maintain beds in a weed-free condition.
- 3.5.4. Spring Clean-up: Flower beds and landscaped areas should be cleaned up in the spring including, but not limited to, cutting back perennial grasses and removing accumulated leaves and branches.
- 3.5.5. Fall Clean-up: Flower beds and landscaped areas should be cleaned up in the fall including, but not limited to, cutting back perennial flowers and removing accumulated leaves and branches.
- 3.5.6. Rock Beds: Provider shall inform the District if additional rock is required in rock beds and shall provide a time and materials cost for adding additional rock.
- 3.6. Natural Areas: Non-irrigated natural areas such as Little Willow Creek and the Dakota Hogback shall only be mowed as specified in the Landscape Maintenance Map or at the direction of the Board. Any mowing shall be coordinated with the District's herbicide contractor.
 - 3.6.1. Weed Control: Herbicide spraying in non-irrigated, natural areas is performed under a separate contract and is not a service covered hereunder.
- 3.7. Irrigation System Operation and Maintenance: The Provider will provide one (1) on-site Maintenance Technician on the Property to monitor and check the irrigation system, as well as make all repairs for twenty (20) hours a week for twenty-eight (28) weeks beginning April 1 of the calendar year. The Maintenance Technician's main duty will be to check the operation of each sprinkler zone on a weekly basis, to verify that all control valves and heads are functioning properly and that there are no leaks or other conditions, which may require repair, to make adjustments, and clean nozzles. All controller enclosures shall be opened and visually inspected. The Technician is also responsible for making all repairs and control system adjustments.

The Contract price includes all twenty (20) hours of weekly maintenance services. Provider agrees that the irrigation hours provided by Provider, up to eighty (80) hours per month, will be applied by Provider to any irrigation work performed for the District. These hours must be invoiced for record purposes, and any repair work is required to be invoiced along with photographs of the irrigation break and of the fixed repair work. Once all irrigation hours have been applied, additional irrigation hours shall be billed at agreed upon labor rates and submitted to the District for approval in accordance with the terms of the agreement. If any of the eighty (80) hours per month remain unused at the end of the month, Provider will credit the District any remaining hours on subsequent work orders submitted for irrigation services or to prior irrigation invoices at Maintenance Technician rates. The District shall receive the benefit of all eighty (80) hours per month whether or not such benefit is realized within the month of service, within prior months, or within subsequent months, for a total of 560 hours per year.

Damage to heads caused by mowing operations shall be repaired at Provider's expense. Provider shall maintain all appropriate keys, locks, system log-ins and passwords, and any other security, access, or operational procedures, measures, or devices and ensure that copies and information concerning all such procedures, measures, and devices are provided to the District with all appropriate updates, changes, or alterations.

Operation and maintenance of the irrigation system shall include the following:

- 3.7.1. Activation of Irrigation System: Each spring, on a date to be determined by the Provider in consultation with the Board and notice thereto, the irrigation system shall be activated. Provider shall immediately notify the District of any system damages which have resulted from improper shutdown the previous fall. Any such damages that were the result of the current Provider's actions shall be repaired immediately at the expense of the Provider. Any such damage that was the result of a prior Provider's improper shutdown or system damages caused by actions other than the system shutdown will be brought to the immediate attention of the District with details, including photographs, of such cause and/or extent of such damages with an itemized estimate for any such repair. Any repair or initiation of such work will require prior Board approval. The Provider shall at all times exercise its best efforts to operate the irrigation system in a manner that protects all components and equipment of such system and to conserve water resources.
- 3.7.2. Inspection: Inspection and adjustment of the system will be performed with particular attention paid to irregular water distribution patterns. Control enclosures will be opened and visually inspected between start-up and winterization to ensure water is being distributed as intended.
- 3.7.3. Sprinkler Heads: Plugged sprinkler heads shall be cleaned and pattern adjustments made as necessary to ensure that water is being distributed to only the intended vegetated areas.
- 3.7.4. Sprinkler Clock Timing: The Provider shall program the sprinkler controls to optimize the application of water for each individual zone while controlling system pressure to minimize the possibility of irrigation line breaks. The Provider shall program sprinkler controls to water on the specific days, times, and frequencies directed and approved by the Board. If the Provider recommends a deviation from the specified days, times, and frequencies, such recommendations must be approved by the Board or District Manager prior to programming the changes. Adjustments to the amounts of watering shall be performed as needed throughout the watering season to adjust for precipitation and fluctuations in the evapo-transpiration rate.

- 3.7.5. Drip Irrigation System: The Provider shall walk through all planting beds watered with drip irrigation and check for visible signs of plant stress. If stressed plant material is located, the Provider shall inspect for proper system operation and repair as necessary. The Provider shall report any non-functional drip irrigation system component and submit recommendations and estimates on necessary repairs along with photos related to the same, for approval by the District.
- 3.7.6. System Repairs - Non-System Activation Related: The Provider shall be responsible for repairs of all sprinkler system damage that are the result of Provider's operations. The District shall be notified immediately of any such damage and the Provider shall undertake to immediately repair or correct such damage. Minor irrigation system repairs and adjustments such as nozzle replacement, head alignment, and clock adjustment shall be performed as part of the basic services and the District shall be billed for materials only. The need for major irrigation system repairs which are not caused by the Provider shall be approved by the District and billed on a time and material basis. Such work may include clearing of plugged lines, relocation of the system, system additions, locating valves, and clock or electrical work. Prior to the initiation of such work, written approval must be obtained from the District. The Provider shall be responsible for all costs of repairs that fail within a month of the original repair. All repairs shall be invoiced along with photographs of the irrigation breaks and of the fixed repair work, itemization of the materials including manufacturer and model numbers, GPS location, and the date of the repair. The aforementioned repair information shall also be conveyed to the District Engineer, or other designee, for as-built recording.
- 3.7.7. Backflow Inspection: The Provider shall inspect and certify backflow prevention devices annually. The Provider shall file all certification forms as required and provide copies to the District Manager.
- 3.7.8. Winterization of Sprinkler Systems: When deemed appropriate by the Provider, and in consultation with the District, the sprinkler system shall be winterized. Winterization shall include voiding all lines of water using compressed air or other methods approved by the District. The Provider shall also perform other tasks as necessary to winterize controllers and other system components.

Locates: The District Engineer, or other designee, shall be the contact person for the UNCC locate service for the District. If the District's UNCC contact requires the irrigation system to be located in a particular area, the Provider will be notified in writing by email of such a requirement. The District shall compensate the Provider for locate services based on agreed upon rates. If a third party requests a locate, the Provider shall obtain approval from the District Manager before providing same.

- 3.7.9. **Pond Depth and Consumption Monitoring:** While the irrigation system is in operation, the Provider shall inspect the irrigation pond (Crystal Lake in Arrowhead Shores) twice per week and monitor its depth. The lake water level must be maintained with a minimum level of twenty eight inches (28”) below the lake overflow and a maximum level of sixteen inches (16”) below the lake overflow with a target level of twenty-two inches (22”) below the lake overflow. The Provider will order additional water from Roxborough Water & Sanitation to maintain the lake water level during the growing season. The Provider will notify the District each time water is ordered. At the end of the growing season, the Provider will allow water to be drawn down to thirty-six inches (36”) below the overflow to provide capacity for winter run-off. The Provider shall include water levels and amounts of ordered water in its written report to the District Manager that is submitted by a time specified by the District Manager. If Provider negligently orders water that results in water overflowing out of the irrigation pond, Provider will be responsible for the cost of the lost water, and restoration of any damage incurred..
- 3.7.10. **Pump Inspections:** The District Engineer, or other designee, is responsible for scheduling routine maintenance and upgrades to the Irrigation Pump Station located within the limits of the fence at the site on Crystal Lake. Irrigation pumps shall be inspected weekly during the irrigation season by Provider and any concerns forwarded to the District Manager and District Engineer as soon as practicable.
- 3.7.11. **Emergency Contact:** Provider shall provide and maintain an operating after-hours emergency contact system to report any irrigation issues, problems, or emergencies.
- 3.8. **Facilities Maintenance:** The following Standard Landscape Services shall be performed on the District’s facilities during the period from January 1 through December 31 unless otherwise stated.
- 3.8.1. **Tennis Courts/Basketball Courts:** On a weekly basis, clean off animal waste and sweep or blow debris off courts. Provide a time and materials cost for washings that may be requested by the District. Report any damage or graffiti to the District Manager immediately. Inform District if there is a need for new nets, striping, or fencing repair.
- 3.8.2. **Volleyball Courts:** At the beginning of the active season (April), inspect the courts for low spots and appropriate depth, damaged or loose edging, and proper netting. Any additional material, if needed to maintain appropriate depths, and any repairs shall be performed under a separate Work Order after approval from the Board. On a weekly basis, rake smooth sand surfaces and remove any weeds, animal waste, or debris. Inform District if there is a need for a new net, additional sand, or any repairs. Report any damage or graffiti to the District Manager immediately.

- 3.8.3. Skate Parks: At the beginning of the maintenance season (April), high-pressure hose wash all surfaces once. Provide a time and materials cost for additional washings that may be requested by the District. Clean off animal waste weekly. Sweep or blow debris off park weekly. Report any damage or graffiti to the District Manager immediately.
- 3.8.4. Softball Field: For the period from April 1 through September 30, on a weekly basis, prior to each weekend, groom the dirt infield to provide a smooth even surface and ensure a clean edge between the grass and dirt sections of the field. Stripe the grass section of the softball field after the first such grooming of the calendar year and then once each month thereafter through September 30.
- 3.8.5. Bicycle Paths/Sidewalks: Sweep or blow debris off bicycle paths and sidewalks as needed.
- 3.8.6. Playground Areas: Pick up trash and remove animal waste weekly. Rake materials to a twelve inch (12") depth under swings, slides, and other structures weekly. Report the need for any additional material to maintain appropriate depths immediately to the District with an estimate for providing such. Any additional material application shall be performed after approval by the District and under a separate Work Order. Report any damage or graffiti to the District Manager immediately.
- 3.8.7. Gazebo - Community Park: Pick-up any trash, remove, sweep or blow debris off sidewalks within pavilion area weekly. Report any damage or graffiti to the District Manager immediately.
- 3.9. **Trash/Dog Waste Pick-up:** Trash pick-up and removal shall be the responsibility of the Provider. All trash receptacles shall have an internal removable can and a plastic removal liner (trash bag). It shall be Provider's responsibility to ensure that these are in place. When a trash receptacle has a removable lid, it shall be Provider's responsibility to ensure that the lid is properly in place and secured with a locking cable. Provider shall order and stock all materials, including trash bags and dog waste bags, at Provider's cost. The Provider shall pick up and remove trash from the site per the following seasonal schedule and pursuant to the following guidelines:
 - 3.9.1. Summer (April 1 through October 15): Trash receptacles shall be emptied twice weekly as set forth in Exhibit B with extra pick-ups the last working day before and the first working day after the following holidays: Memorial Day, Labor Day, and Independence Day. Trash shall be disposed of as directed by the District. The Provider shall provide a fixed price per receptacle for additional trash pick-ups as required by the District.
 - 3.9.2. Winter (January 1 through March 31 and October 16 through December 31): During the winter months the Provider shall pick up trash on all Property on a weekly basis.

- 3.9.3. Dog Waste Dispenser Stations: Inspect dog waste dispenser stations and remove and dispose of waste on a twice weekly basis year round. Fill dispensers as needed, removing any debris, animal waste, and grass or weeds. Minor repairs of dog stations shall be performed as part of the basic services. Provider shall recommend full replacement of dog stations that require more than minor repairs. Provider shall recommend additional pick-ups or additional dog stations for high traffic areas if deemed necessary.
- 3.9.4. Fishing Line Disposal Stations: Inspect fishing line disposal stations and dispose of waste once weekly year round. Minor repairs shall be performed as part of the basic services. Provider shall recommend replacement of stations requiring more than minor repairs.
- 3.9.5. Vehicular Use: Vehicles used for trash pick-up shall be confined to paved surfaces except for temporary parking at the side of a path to avoid blocking pedestrians. If the Provider requires vehicles to drive off paved surfaces, the Provider must receive special permission in writing from the District. All vehicles used for trash pick-up must be quiet and non-polluting, such as electric vehicles. In picking up trash, Provider shall confine any vehicle or motorized equipment used for such purpose to only the paved areas of the District and shall avoid traversing on any non-paved areas unless the Provider or vendor has obtained an access permit from the District.
- 3.10. **Litter Pick-up:** The Provider shall pick up and remove litter on a weekly basis.
 - 3.10.1. Turf Areas: Prior to mowing, the Provider shall pick up litter on the Property and adjacent streets.
 - 3.10.2. Park Areas: Provider shall remove litter accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters.
 - 3.10.3. Natural, Non-Irrigated Areas: Provider shall remove litter from non-irrigated and natural areas.
 - 3.10.4. Little Willow Creek: Provider shall remove litter from Little Willow Creek and drainages with an emphasis around storm drain outlets.
 - 3.10.5. Ponds: Trash and debris collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and other ponds shall be removed twice per year (May and November). This may require the use of small non-motorized watercraft. Provider shall provide fixed price for additional clean-ups as directed by the Board.
- 3.11. **Damage to Landscape Improvements:** The Provider shall provide protection to any material, trees, shrubs, fences, or other landscape improvements that may be subject to repetitive contact with maintenance equipment.

At all times the Provider shall be alert for damages to or theft of any Landscape Improvements, including but not limited to plant stock, turf, ground cover, benches, picnic tables, trash receptacles, play equipment, shelters, irrigation equipment, regardless of cause, including, but not limited to, fertilization, fungus, disease, irrigation, improper maintenance, storm damage, dumping of debris, graffiti, or vandalism. When such is identified, the Provider shall immediately notify the District Manager of the condition and convey locations and pictures, if practicable, and recommend corrective action.

Any Landscape Improvements damaged by Provider's operations shall be repaired or replaced at the expense of the Provider. Any landscape improvements having sustained damage prior to the commencement of the term of an agreement shall be documented in writing to the District Manager and shall include print or digital photographs where appropriate.

The fences along the major roads (Village Circle East, Village Circle West, Rampart Range Road) are not owned by the District. They are owned and maintained by individual landowners. Fence issues such as fences falling into the Property shall be brought to the attention of the District Manager.

- 3.12. **Winter Services:** During the winter months of January, February, March, October, November, and December, the Provider shall provide the following services:

- 3.12.1. **Winter Watering:** Should there be extended periods of drought which may lead to plant or tree stress, such plants and trees shall be watered as recommended by the Provider or the District's tree service provider. Ground cover areas shall be watered lightly, if so warranted, for a pre-approved additional fee, billed separately.
- 3.12.2. **Winter Watering Turf:** Turf shall be watered as far into the fall as weather will permit. Should there be extended dry periods during the winter, turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants for an additional fee, billed separately.

4. SPECIAL SERVICES:

From time to time the District may request that the Provider provide Special Services not included within the scope of the Standard Landscape Services. Prior to providing any Special Services, the Provider will obtain approval from District. Special Services shall be provided in accordance with agreed upon rates and charges, pursuant to an approved Work Order. In addition, Work Orders may include services not otherwise described.

5. **GENERAL PROVISIONS:**

- 5.1. **Attendance at Board Meetings and Reports to District Manager:** Attendance at Board meetings by the Provider is mandatory during the term of the Provider's services. A summary report of all activities for the prior month and anticipated activities for the coming month shall be submitted to the District Manager by a time specified and in a format to be provided by the District. Any proposed agenda items that Provider shall deem appropriate or necessary for inclusion for the upcoming District Meeting shall also be submitted to the District Manager by a time specified.
- 5.2. **Provider's Duties:** The Provider will render the Services as follows:
- 5.2.1. **Professional Standards:** The Services will be performed by the Provider in accordance with the generally accepted standards of care, skill, diligence, and professional competence applicable to Providers engaged in providing similar services at the time and place that the Services are rendered. Except as otherwise set forth herein, the Provider shall be responsible to repair, at its cost, any damage caused by its employees, agents, or sub-Providers while performing the Services.
- 5.2.2. **Quality Assurance:** The Provider shall provide a schedule of all maintenance related activities planned during the service period with notations of season requirements. The Provider shall submit with the maintenance schedule all product data for materials such as fertilizers, pesticides, etc. In order to expedite minor but necessary work and repairs that are not a part of the base contract, the Provider may be authorized to spend an agreed upon maximum amount of money per incident without prior authorization. All larger repairs or maintenance items shall be brought to the attention of the District Manager for review and may require Board approval.
- 5.2.3. **Performance During Term:** The Provider will commence performing the Standard Landscape Services on the first day of the term and will thereafter continually and diligently perform the Standard Landscape Services and the Special Services requested by the District throughout the term of services.
- 5.2.4. **Communication:** The Provider will notify the District prior to each service listed in Exhibit B with a scheduled date the service will be performed along with any pertinent information related to such service. A checklist of the services listed in Exhibit B shall be provided in the Provider's monthly report showing what services have been completed and what services have yet to be rendered.
- 5.2.5. **Compliance with the Applicable Law:** The Provider will, at its own expense, throughout the term of the Agreement, comply with all applicable federal, state, and local laws, statutes, ordinances, codes, regulation, requirements, guidelines, court rulings, and orders of all governmental authorities applicable to services performed by the Provider, including but not limited to employee safety (collectively, "Applicable Law").

- 5.2.6. **Personnel:** The Provider represents that all of its personnel, who will perform any services, have received the information, instructions, and training required to provide such services including training to prevent harm to such personnel, residents, and members of the public who may be in the vicinity.
- 5.2.7. **Licenses:** The Provider and all of its employees performing tasks that require licensing are licensed to the extent required by all Applicable Law and will, at Provider's cost, maintain such licensing throughout the term of services. Such licenses include any requirements set forth by the State of Colorado and Environmental Protection Agency.
- 5.2.8. **Mechanics' and Materialmen's Liens; Verified Statement of Claim:** The Provider shall make timely payments to Provider's employees, subcontractors, vendors, and/or suppliers. As a political subdivision of the State, the District's property is not subject to liens; however, property the District manages may be subject to certain liens, and the Provider shall be responsible for satisfaction of any liens and encumbrances filed or asserted against the District and/or property, which liens result from the services performed by the Provider. In addition, the Provider shall promptly resolve any verified statement of claim filed with the District by a subcontractor, vendor or supplier claiming Provider has failed to pay amounts due for services or materials provided to the Provider in the performance of its services.
- 5.3. **Hours of Operation – Power Equipment:** The Provider shall not use power equipment within one hundred (100) yards of any residence prior to 7:00 a.m. during the week (Monday through Friday) or prior to 8:00 a.m. on weekends (Saturday and Sunday) or on state observed holidays.
- 5.4. **Operation of Motorized Vehicles or Equipment:** The operation of vehicles and equipment on or through parks and open space owned or maintained by the District is restricted to vehicles or equipment that is required for services to be performed for the District. Other than mowing equipment, vehicles shall use paved surfaces as much as practicable. Except for emergencies, vehicles and equipment shall not be on unpaved surfaces when the ground is soggy. If the Provider requires vehicles to drive off paved surfaces, the Provider must receive special permission in writing from the District. At all times, vehicles and motorized equipment shall yield to pedestrians and cyclists in parks and open space.
- 5.5. **Mowing Equipment:** To prevent the spread of diseases, pests, and weeds, all mowing equipment must be cleaned, including the underside of the mowing deck prior to use in the District.
- 5.6. **Provider Water:** All water required for application of fertilizers, weed control products, and any other products requiring water for application to the Property shall be provided at no cost to the Provider. The District Manager will designate the location(s) at which the Provider may obtain water.

6. TERMS OF PAYMENT:

- 6.1. **Contract Amount:** All labor, equipment and material necessary to perform the Standard Landscape Services for the District's fiscal year shall be provided by the selected Provider for a fixed sum to be paid in a series of monthly installments proportionate to the monthly workload. Provider shall provide for this RFP its total contract amount for Standard Landscape Services and proposed monthly installments.
- 6.2. **Special Services:** If the Provider is directed to perform any Special Services, the Provider shall submit invoices for all Special Services to the District Manager within thirty (30) days of performing the work. The District is exempt from Colorado state and local sales and use taxes. Provider's invoices shall not include any sums for such taxes.
- 6.3. **Chatfield Farms:** All invoices for the Services performed shall separately identify the cost of any Services performed within the Chatfield Farms areas shown on Exhibit A.

7. INDEMNITIES AND WAIVERS; CONFIDENTIALITY:

- 7.1. **Indemnities as to Performance:** The Provider will be required to Indemnify and Defend the District and its directors, officers, employees, and agents (collectively, the "District Parties") against all claims, damages, and/or liability arising out of any intentional, reckless, grossly negligent, or negligent act or omission by the Provider, or its employees, subcontractors, and any other individual or entity providing services or materials on behalf of the Provider (collectively, the "Provider Party(ies)"), which arise from or in connection with Provider's performance of the services, or from the violation of or failure of any Provider Party to comply with any Applicable Law.
- 7.2. **Repair Indemnities as to Property Damage:** Provider shall be responsible for prompt repair and any indemnification related thereto or any damage to District property caused by Provider or a Provider Party. Labor and materials for the repair or replacement of said damages shall be provided and borne by Provider.
- 7.3. **Communications and Confidentiality:** Provider will hold the information supplied by the District in confidence and will not disclose it to any other person or party, unless the District authorizes it to do so, it is published or released by the District, or it becomes publicly known or available other than through disclosure by Provider, or disclosure is required by law. This confidentiality provision does not prohibit Provider from disclosing District information to one or more of its affiliated companies in order to provide services that the District has requested from Provider or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of District information as apply to Provider.

8. PROVIDER'S INSURANCE:

- 8.1. **Coverages:** The Provider will, at its sole cost and expense, maintain in effect at all times and as otherwise required hereunder, the following insurance coverages with limits of not less than those set forth below. Provider further agrees to maintain and supply documentation of any additional public liability or property damage insurance that may be required by the State of Colorado during the term of the agreement between the parties.

8.1.1. Employee Insurance:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Worker's Compensation	\$500,000 (or as required by Colorado law)
Employer's Liability	\$1,000,000 (or as required by Colorado law)

This policy will include a waiver of subrogation in favor of the District Parties.

8.1.2. Liability Insurance:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence respect to each location

This policy will contain

- 8.1.2.1. an endorsement including the District Parties as "additional insureds",
- 8.1.2.2. cross-liability and severability of interest endorsements,
- 8.1.2.3. a waiver of subrogation in favor of the District Parties, and
- 8.1.2.4. an aggregate per location endorsement.

8.1.3. Vehicle Insurance:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Business Vehicle Liability (Occurrence Basis)	\$1,000,000 combined single limits per occurrence with respect to each location

This policy will be a standard form written to cover all owned, hired and non-owned vehicles owned or operated by the Provider Parties and contain

- 8.1.3.1. an endorsement including the District Parties as "additional insureds",
- 8.1.3.2. cross-liability and severability of interest endorsements,
- 8.1.3.3. a waiver of subrogation in favor of the District Parties, and
- 8.1.3.4. an aggregate per location endorsement.

8.1.4. Umbrella Liability Insurance:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Bodily Injury/Property Damage	\$5,000,000 per occurrence
(Occurrence Basis)	\$5,000,000 aggregate

This policy will be written on an umbrella basis above the coverages described in the Vehicle Insurance section above and contain

- 8.1.4.1. an endorsement including the District Parties as additional insureds,
- 8.1.4.2. a waiver of subrogation in favor of the District Parties, and
- 8.1.4.3. an aggregate per location endorsement.

8.2. **Policies:** All policies will be issued by carriers having ratings of Best’s Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary with the policies of all District Parties being excess, secondary, and non-contributing. All policies shall contain provisions that state that they cannot be canceled, non-renewed, or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

8.3. **Evidence of Coverage:** Evidence of the insurance coverage required to be maintained by the Provider under this section, represented by certificates of insurance issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance will state the amounts of all deductibles and self-insured retentions and that the District Manager will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Upon request, the Provider will provide to the District Manager a certified copy of any or all insurance policies or endorsements required. The Provider shall provide the District Manager with copies of the certificates evidencing that the District has been added as an additional insured under the various insurance policies which the Provider is required to carry.

9. PROPOSAL SUBMITTAL INSTRUCTIONS:

- 9.1. Responding firms shall submit one (1) electronic copy of their response via email to Mathew Hart, Roxborough Village Metropolitan District Board President, at MathewHart@roxboroughmetrodistrict.org and Peggy Ripko, Roxborough Village Metropolitan District Manager, at pripko@sdmsi.com.**
- 9.2. Proposals MUST be received by no later than 4:30 p.m. (MST) on October 7, 2022 (“Submission Deadline”). It is the responsibility of the submitting firm to ensure the proposal is received by the District by the Response Deadline. Responses submitted in person, or by email, telephone or facsimile will not be accepted, and any response received after the Submission Deadline will not be considered.**
- 9.3. Firms responding to this RFP do so solely at their own expense.**
- 9.4. All responses and all supporting documentation shall become the property of the District and will constitute a public record, unless at the time of submitting a response, a firm specifically identifies the portion(s) of the response that contains proprietary information or trade secrets, which portion(s) shall be segregated from the other portions of the response, so as to allow disclosure of the non-confidential portion(s) of the response in accordance with Applicable Law.**
- 9.5. The selected Provider will be required to enter into a mutually acceptable agreement within 15 calendar days of being selected. If the parties are unable to achieve and sign a mutually acceptable agreement within that time, the District has the right to reject the selected Provider and may enter into negotiations with any other firm that submitted a response, or it may issue a new RFP or terminate the process. The District has the right to terminate this RFP process at any time in its sole discretion.**
- 9.6. Responders are encouraged to be creative in their proposed approach and manner or style of management.**
- 9.7. Responses to the RFP shall, at a minimum, include the following:**
 - 9.7.1. Describe in detail how the firm would provide the services outlined in this RFP;**
 - 9.7.2. A cover letter including a statement of understanding of the services being requested and any other information that would assist the District in making a selection;**
 - 9.7.3. An organizational overview of the firm, including years in existence and experience in providing landscape services for Metropolitan Districts or other large governmental entities or organizations;**
 - 9.7.4. Identification of the member(s) of the team who will be primary contacts for services to the District, relevant experience and qualifications and primary role(s), along with their primary location;**
 - 9.7.5. At least three client references, preferably from Metropolitan Districts or other large governmental entities or organizations;**

9.7.6. Disclosure of any potential conflict of interest by individuals with the District; and

9.7.7. Timing of ability to begin work

Cost Proposal: Please provide the Contract Amount for Standard Landscape Services that are identified in RFP. Please also provide additional labor rates, fees, and material costs that would be applicable to Special Services not covered by the Standard Landscape Services including those listed in Exhibit B.

Timeline for Proposers:

- **RFP issued September 26, 2022**
- **Responses due by October 7, 2022**
- **Interviews conducted October 17-21, 2022**
- **Candidate/Provider Selection NLT October 21, 2022**
- **Selected candidate/provider begin services November 1, 2022**

EXHIBIT A



EXHIBIT B
STANDARD LANDSCAPE SERVICES

SERVICE	FREQUENCY/ NUMBER	TIME OF YEAR
Site Inspections	Monthly	January - December
Irrigated turf area mowing (mow, trim, blow)	Weekly/As Needed	April - October
Edging-Irrigated Turf Areas	Every Two Weeks	April - October
Fertilization-Irrigated turf areas	3	Spring/Summer/Fall
Broadleaf Weed Spray-Irrigated Turf Areas	3	Spring/Early Summer/Late Summer
Core Aeration-Irrigated turf areas	2	Spring/Fall
Leaf Removal	1	November
Beauty-band mowing (mow, trim, blow)	As Needed	April - October
Fence line mowing (mow, trim)	As Needed	June - October
Non-irrigated turf area mowing (mow, trim, blow)	1	March
Sledding hill area mowing (mow, trim, blow)	1	September
Shrub/Tree Pruning (under 10')-Aesthetic	2	June/September
New tree watering	Weekly/As Needed	April - October
Wood mulch application	1	Spring
Chemical Weed Control- Ground Cover, Flower & Rock Beds. Sidewalks and Curb/Gutter	Monthly/As Needed	April - October
Manual Weed Control- Ground Cover, Flower & Rock Beds	Weekly/As Needed	April - October
Flower dead-heading	Weekly/As Needed	April - October
Spring Clean Up-Landscaped areas	1	April
Fall Clean Up-Landscaped areas	1	October
Irrigation Activation	1	April
Irrigation system checks	Weekly	April - October
Irrigation system adjustments	As Needed	April - October
Irrigation system repairs	As Needed	April - October
Pond level monitoring/maintenance	Twice Weekly	April - October
Irrigation pump inspection	Weekly	April - October
Backflow inspection	1	Spring
Irrigation Winterization	1	October
Winter watering (plants/trees)	As Needed	October - March
Winter watering (turf)	As Needed	October - March
Tennis/Basketball Court maintenance	Weekly	January - December
Volleyball Court maintenance	Weekly	April - October
Skate Park maintenance	Weekly	January - December
Skate Park pressure wash	1	April
Softball field grooming	Weekly	April - September
Softball field striping	Monthly	April - September
Bicycle path maintenance	As Needed	January - December
Playground maintenance (cleaning/raking)	Weekly	January - December
Gazebo maintenance	Weekly	January - December
Trash pick-up-Landscaped Area (Summer)	Twice Weekly	April - October
Trash pick-up-Landscaped Area (Winter)	Weekly	November - March

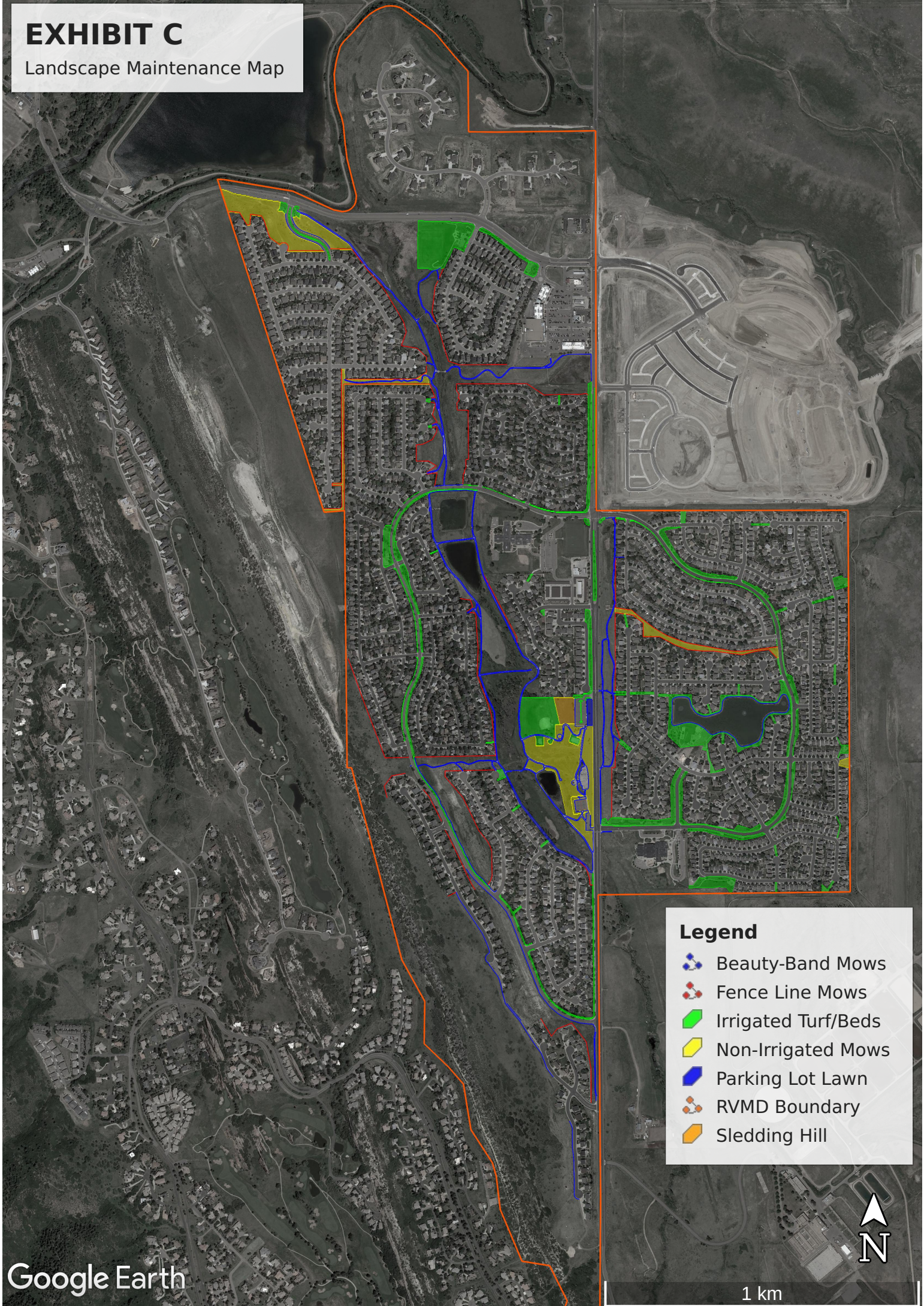
Dog waste pick-up	Twice Weekly	January - December
Litter removal (on the ground and pond edges)	Weekly	January - December
Litter removal (within ponds)	2	May/November

Additional Services Not Included in Contract Price:

SERVICE	FREQUENCY/ NUMBER	COST/RATE
Native Area Mowing - Additional	Upon Approval	
Annual Flower Installation and Maintenance	Upon Approval	
Irrigation System Repair (after contracted 80 hours per month)	Upon Approval	
Insect and Disease Control	Upon Approval	
Tree Wrap/Unwrap	Upon Approval	
Winter Watering Each	Upon Approval	
Tree Pruning	Upon Approval	
Large Debris Removal	Upon Approval	
Holiday Lights /Decorations Set-up and Removal	Upon Approval	
Trash Pick-up - Additional	Upon Approval	

EXHIBIT C

Landscape Maintenance Map



Legend

- Beauty-Band Mows
- Fence Line Mows
- Irrigated Turf/Beds
- Non-Irrigated Mows
- Parking Lot Lawn
- RVMD Boundary
- Sledding Hill

