

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

<https://www.roxboroughmetrodistrict.org/>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Mat Hart	President	2025/May 2025
Ephram Glass	Vice President	2023/May 2023
Mark Rubic	Treasurer	2025/May 2025
Travis Jensen	Secretary	2025/May 2025
Calvin Brown	Assistant Secretary	2023/May 2023

DATE: October 18, 2022

TIME: 6:00 p.m.

LOCATION: Roxborough Library Meeting Room
8357 North Rampart Range Road #200
Littleton, Colorado 80125

You may also join via Zoom:

<https://us02web.zoom.us/j/83143360337?pwd=UT11ZWpVSnhkVENoSIBWVGFiL0JYdz09>

Meeting ID: 831 4336 0337

Passcode: 059059

Call in Number 1 719 359 4580

I. ADMINISTRATIVE MATTERS

A. Disclosure of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of the meeting.

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Code of Conduct for additional guidelines:

<https://www.roxboroughmetrodistrict.org/2022-meetings>

- B. Review and consider approval of request to plant two memorial trees (enclosure).
-

III. **CONSENT AGENDA** – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

- Minutes of the August 16, 2022 Regular Meeting, August 17, 2022 and August 23, 2022 Special Meetings (to be distributed).
 - Minutes of the September 20, 2022 Regular Meeting (enclosure).
-

IV. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the periods ending as follows (to be distributed):

Fund	Period Ending , 2022
General	\$
Debt Service	\$ -0-
Capital Projects	\$
Total Claims	\$

- B. Review and accept unaudited financial statements for the period ending _____, 2022 and accept Cash Position Schedule, dated _____, 2022, updated _____, 2022 and Operations Fee Report (to be distributed).
-

- C. Review draft 2023 Budget (enclosure).
-

1. Discuss location of the November 15, 2022 Budget Hearing.
-

- D. Discussion regarding Accounts Payable process.

1. Review and approve proposal for Bill.com.
-

2. Review and approve addendum to add Accounts Payable to SDMS services agreement (enclosure).
-

V. OPERATION AND MAINTENANCE MATTERS

A. Review Report and Project Planner from Brightview (enclosure).

1. Review and consider approval of proposal from BrightView Landscape Services for boulder adjustments (enclosure).
-
2. Ratify approval of proposal from BrightView Landscape Services for irrigation repair (enclosure).
-
3. Review and consider approval of proposal from BrightView Landscape Services for mowing services on Sledding Hill (enclosure).
-
4. Review and consider approval of proposal from BrightView Landscape Services for holiday lighting (enclosure).
-

B. Discuss forming Playground Committee.

1. Discuss status on playground removal, replacement, repair and maintenance search.
-

C. Review and consider approval of proposal from Mission Communications for Pump Station Controller Cellular Service (enclosure).

D. Review proposals for snow removal services and consider next steps (enclosure).

E. Review proposals for landscape services and consider next steps (enclosure).

F. Other.

VI. ENGINEERING MATTERS

A. Discussion regarding engineering RFP for future projects.

1. Pedestrian bridge

2. Wildfire Mitigation Permitting

3. Pipe intake for Crystal Lake (unclogged, preventative measures).

B. Consider proposal to engage an engineering firm to improve the District's mapping capabilities using GIS.

VII. LEGAL MATTERS

A. Update on insurance claim for tree damage/loss in storm.

B. Update on reimbursement from Sturgeon Electric for main line repairs.

C. Consider options for addressing homeowners' encroachments on District property

D. Discuss proposal to amend service plan and consider ballot question to allow the District to explore improved broadband for resident use.

E. Discussion potential homeowner survey regarding ranked choice voting

F. Update on Conflict-of-Interest Questionnaire.

G. Other

VIII. DIRECTOR MATTERS

A. Website- Discussion and consider proposal regarding transition to SIPA website

B. Discussion regarding grant/loan opportunities and assistance with Farmer's Market.

C. Update regarding greenhouse progress

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
NOVEMBER 15, 2022 ~ BUDGET HEARING**

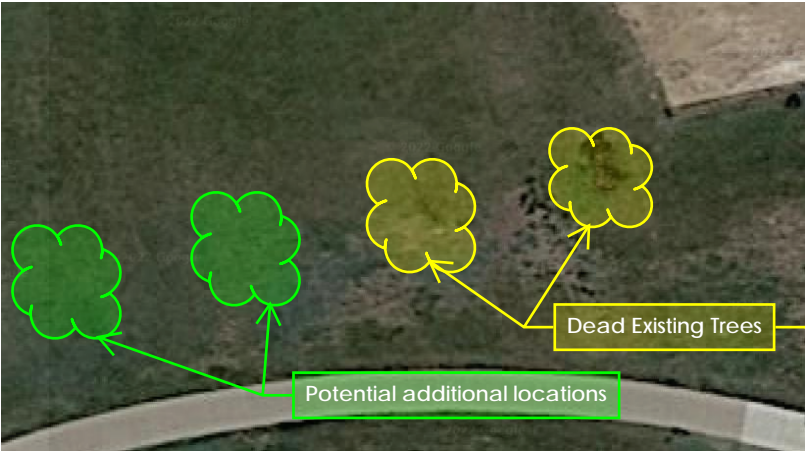
From: Ashley Wood <sherashley@gmail.com>
Date: August 19, 2022 at 7:36:49 PM MDT
To: MarkRubic@roxboroughmeterodistrict.org
Subject: **Memorial Tree Planting**

Hi there,

I am trying to gather information on the possibility and process of planting two memorial trees In Roxborough. Is this possible and what would the proper channels be to do it? Below is a mock up of a potential location. Thank you for any help you can provide!

Sent from my iPhone

Potential Memorial Tree Locations



Name of Donor: _____

Email Address: _____

Phone Number: _____

Type of Memorial: Tree Plaque

In Honor of: _____

Phone Memorial of: _____

Proposed Wording for Plaque / Inscription: _____

Proposed Installation: By Donor By Volunteer Group By District

From: [Peggy Ripko](#)
To: "sherashley@gmail.com"
Subject: Memorial Tree Planting
Date: Wednesday, October 12, 2022 1:16:00 PM

I wanted to let you know that your request for a memorial tree planting is scheduled to be on the agenda for the Board meeting to be held on October 18th at 6pm.

Meeting attendance information can be found on the District's website by Friday, October 14th.
<https://www.roxboroughmetrodistrict.org/2022-meetings>

Peggy

Peggy Ripko
District Manager & Community Management Division Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
pripko@sdmsi.com
Phone: 303-987-0835

The information contained in this electronic communication and any document attached hereto or transmitted herewith is confidential and intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy this communication. Thank you.

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

**A RESOLUTION CHANGING THE MEMORIAL PROGRAMS OFFERED IN
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**

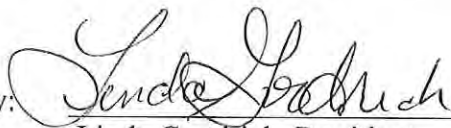
The Board of Directors (the "Board") of the Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), has determined that it is in the best interest of the District to change and expand its Memorial Programs to include recreational equipment and other amenities, and to add a requirement for District approval as to type and placement.

NOW, THEREFORE, be it resolved by the Board of Directors of Roxborough Village Metropolitan District that:

Section 1: The Memorial Tree Program and Memorial Program for Placement of Benches, Recreational Equipment, and other Amenities in the form attached hereto as Exhibit A (the "Memorial Programs") are hereby approved, and shall replace the programs currently in place. The officers of and consultants to the District are authorized to take any actions which are necessary or appropriate for the implementation of the Memorial Programs.

APPROVED AND ADOPTED this 18th day of February, 2014, by a vote of 5 for and 0 against.

ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: 
Linda Goodrich, President

ATTEST:

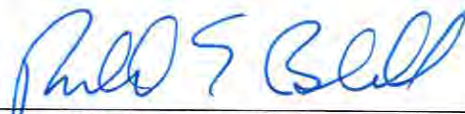
By: 
Ronald E. Bendall, Secretary

EXHIBIT A

**MEMORIAL TREE PROGRAM AND MEMORIAL PROGRAM FOR PLACEMENT OF
BENCHES, RECREATIONAL EQUIPMENT, AND OTHER AMENITIES**

Roxborough Village Metropolitan District
Memorial Programs
Established in 2013

Memorial Tree Program

The Roxborough Village Metropolitan District has developed a Memorial Tree Program to assist people who wish to honor a loved one who has passed away by donating a tree to be planted in a District Park or along a District Trail (at designated irrigation locations). Donors may select a particular type of tree from a list approved by the Board of Directors of the District and maintained by the District Manager. The list includes the suggested donation amount for each type of tree, which includes a nominal fee for the labor required to plant the tree.

The District and the donor will work together to find an appropriate place for the tree, ensuring that proper irrigation is available. The time of planting will be determined by the District in consultation with its landscaping experts, but will typically be in the spring or late fall when trees are dormant.

The donor will receive a letter from the District, acknowledging the memorial gift.

While the District will make every effort to maintain memorial trees in good condition, the District cannot guarantee the future health of plant materials or prevent damage caused by others. However, if replacement becomes necessary, the District will work with the donor to arrange for a replacement tree. In all cases, except where damage was caused by District employees or contractors, replacement shall be at the donor's expense.

Memorial Program for Placement of Benches, Recreational Equipment, and other Amenities

This Memorial Program offers donors an opportunity to purchase a bench, recreational equipment, or other amenities in honor of a loved one, to be placed in areas of need throughout the District's parks and along District trails.

The benches are 6 feet wide and have a powder cast finish in the same color as the other permanent fixtures in the area. Memorial plaques are inset in the bench with the honoree's name(s).

The type of recreational equipment or other amenities to be included in the Program will be based on the needs of the District and the desires of the donor, and final decisions as to type and placement shall require prior written approval by the District. Memorial plaques can be affixed to, or placed in proximity to, the equipment or amenity, as determined by the District.

Please contact District Manager David Peak at (303) 779-4525 for more information. Thank you for your interest in these programs.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT HELD SEPTEMBER 20, 2022

A Regular Meeting of the Board of Directors (referred to hereafter as the “Board”) of Roxborough Village Metropolitan District (the “District”) was convened on Tuesday, the 20th day of September, 2022 at 6:00 p.m. at Roxborough Library Meeting Room, 8357 North Rampart Range Road #200, Littleton, Colorado 80125. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Mathew Hart
Ephram Glass
Mark Rubic
Travis Jensen
Calvin Brown

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

Katie James, Esq.; Folkestad Fazekas Barrick & Patoile, P.C.

Marcia Pryor; BrightView Landscape Services, Inc.

Colleen Itzen; Homeowner

CALL TO ORDER

At 6:00 p.m. the meeting was called to order.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Ms. Ripko noted that a quorum was present and requested that members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that there are no Directors’ Disclosure Statements to be filed.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko reviewed with the Board the proposed Agenda for this Regular Meeting. It was suggested to remove several items from the Consent Agenda. Following discussion, upon motion duly made by Director Glass, seconded by Director Hart and, upon vote, carried with Directors Hart, Glass, Jensen and Brown voting aye and Director Rubic abstaining, items were removed from the Consent Agenda and the Board approved the agenda, as amended.

Confirm Location of Meeting/Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Board's meeting.

Following discussion, upon motion duly made by Director Glass, seconded by Director Hart and, upon vote, carried with Directors Hart, Glass, Jensen and Brown voting aye and Director Rubic abstaining due to the late posting of the notice of tonight's meeting. Although the notice complied with the legal requirements, he noted the meeting should be hybrid. The Board determined this Board meeting will be held in-person at the Roxborough Library Meeting Room, 8357 North Rampart Range Road #200, Littleton, Colorado 80125. The Board further noted that notice of this in-person only meeting was duly posted and that Director Rubic objected to this in-person only meeting format due to the later than usual posting of the notice of the meeting and because he feels the meeting should be hybrid of in-person and via zoom.

Excusal of Absence: There were no absences.

PUBLIC COMMENTS

Ms. Itzen requested a quote for grooming the field in 2023. Following discussion, the consensus of the Board was to take no action because the landscape contractor has not been confirmed.

CONSENT AGENDA The Board considered the following actions:

- Approve the Minutes of the September 7, and September 8, 2022 Special Meetings.

Following discussion, upon motion duly made by Director Glass, seconded by Director Hart and, upon vote, unanimously carried, the Board approved pulling the claims and proposal from Bailey Tree from the Consent Agenda.

Following discussion, upon motion duly made by Director Glass, seconded by Director Hart and, upon vote, unanimously carried, the Board approved the Minutes of the August 16 Regular Meeting, the Minutes of the August 17, August 23 and

RECORD OF PROCEEDINGS

September 7 (Consent Agenda) Special Meetings, as presented, and the Minutes of the September 8 Special Meeting, as amended.

Claims: There were no claims available at this time.

District Manager Transition Update: Director Rubic mentioned the District's website needs to be updated with the transparency notice and election results. He also noted the election results are missing on the Department of Local Government's website.

FINANCIAL MATTERS

Accounting Services Transition Update: Ms. Ripko stated that Gemsbok received the needed information from CLA earlier in the day.

First Bank Account: The Board discussed adding Christina Griggs and Mellissa Christopher from the District's accounting firm of Gemsbok Consulting, Inc. to the First Bank account.

Following discussion, upon motion duly made by Director Glass, seconded by Director Jensen, and, upon vote, unanimously carried, the Board authorized adding Christina Griggs and Mellissa Christopher from the District's accounting firm of Gemsbok Consulting, Inc. to the First Bank account.

ColoTrust Account: The Board discussed adding Christina Griggs and Mellissa Christopher from the District's accounting firm of Gemsbok Consulting, Inc. to the ColoTrust account.

Following discussion, upon motion duly made by Director Glass, seconded by Director Hart, and, upon vote, unanimously carried, the Board authorized adding Christina Griggs and Mellissa Christopher from the District's accounting firm of Gemsbok Consulting, Inc. to the ColoTrust account.

Insurance Claim for Tree Damage/Loss in Storm: There was no update at this time.

Reimbursement for Main Line Repairs: Attorney James will be updating Attorney Duke so that she can follow up with Sturgeon Electric on the reimbursement of approximately \$110,000 for main line repairs, not including consultant time.

Other: The Board discussed the preparation of the 2023 Budget. The Board requested that a representative from Gemsbok attend the October meeting for review of draft budget and the November meeting for the budget hearing.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Glass, seconded by Director Hart and, upon vote, unanimously carried, the Board appointed Gemsbok Consulting, Inc. to prepare the 2023 Budget.

LEGAL MATTERS

Conflict-of-Interest Questionnaire: It was noted the Conflict-of-Interest Questionnaire is pending with legal counsel and will be available at the October 2022 meeting.

Other: There were no other legal matters to discuss.

CAPITAL IMPROVEMENT MATTERS OPERATION AND MAINTENANCE MATTERS

There were no capital improvement matters to discuss.

Report and Project Planner from Brightview: Ms. Pryor provided an update to the Board regarding the Report and Project Planner from Brightview. She reported they are tracking the 20 hours/week for irrigation repairs that is included in the contract base pricing. They are going through the irrigation system systematically to make repairs. She noted the large gushers have been fixed and are working on the smaller repairs. She further noted it will take 90 hours to reprogram all of the controllers. The work on the beauty band started last week and should be done next week. BrightView will mow 2 times in October and aeration is tentatively scheduled for October 20, 2022, along with fertilization. Director Glass confirmed that the mowing schedule will be conveyed to the contractor applying the herbicide (Ark Ecological/Ray Sperger).

Fence Repairs in Roxborough Village First: Director Glass reported to the Board the fence repairs in Roxborough Village First have been repaired.

Correcting Mulch Volcanos on Trees: Director Glass reported to the Board the correcting of the mulch volcanos on trees was complete.

Supplemental Watering for New Trees: The Board discussed the supplemental watering for new trees. No action was taken by the Board but it was noted that the new landscape contract will address the matter.

Playground Committee:

Playground Removal, Replacement, Repair and Maintenance Search: The Board discussed the playground removal, replacement, repair and maintenance search. Director Rubic noted he requested information from Highlands Ranch Metropolitan District on their playground replacement program. The Board decided there is no need for a separate committee at this time, since vendor options are so limited.

RECORD OF PROCEEDINGS

They will keep this item on the regular agenda with the full Board as the search for playground vendors and equipment continues.

Repair/Replacement of Remaining Deteriorated Concrete Paths: The Board discussed the repair/replacement of the remaining deteriorated concrete paths. Director Hart reported he did an audit of the deteriorated concrete paths. It was noted an updated survey will be available once the water construction is complete on North Rampart Range Road and the updated survey will be used to prioritize future repairs.

Roxborough Water & Sanitation District Staging Area Concerns: The Board discussed the Roxborough Water and Sanitation District staging area concerns. The Board directed staff to request the plan for restoration from Roxborough Water and Sanitation District prior to work being done.

Mosquito Contract: The Board discussed the status of the revised mosquito contract. It was noted the company started spraying for adults and they forgot to note it on the invoice.

Tennis Court Cleaning Contract Renewal: The Board discussed the tennis court cleaning contract renewal. It was noted the company has not cleaned the tennis courts since the Spring.

Proposal from Mission Communications for Pump Station Controller Cellular Service: The Board deferred discussion.

Proposal from BrightView Landscape Services for Boulder Adjustments: The Board deferred discussion.

Agreement between the District and Acme Fix-It, LLC to Assemble Green House: The Board reviewed an Agreement between the District and Acme Fix-It, LLC to assemble green house.

Following discussion, upon motion duly made by Director Glass, seconded by Director Brown and, upon vote, unanimously carried, the Board approved the Agreement between the District and Acme Fix-It, LLC to assemble green house.

Volunteer Water Quality Testing Agreement with Chris Prodis: The Board discussed a proposed Volunteer Water Quality Testing Agreement with Chris Prodis.

Following discussion, upon motion duly made by Director Brown, seconded by Director Glass and, upon vote, carried with Directors Hart, Glass, Jensen and Brown voting aye and Director Rubic abstaining, the Board approved the Volunteer

RECORD OF PROCEEDINGS

Water Quality Testing Agreement with Chris Prodis, in an increased amount of \$325.

Request for Proposal (“RFP”) for Snow Removal Services: The Board reviewed the proposed RFP for snow removal services.

Following discussion, upon motion duly made by Director Jensen, seconded by Director Brown and, upon vote, unanimously carried, the Board approved the RFP for snow removal services, subject to Director Hart’s revisions, if any, and final approval from legal counsel.

RFP for Landscape Services: The Board reviewed the proposed RFP for landscape services, subject to Director Hart’s revisions, if any, and final approval from legal counsel.

Following discussion, upon motion duly made by Director Jensen, seconded by Director Brown and, upon vote, unanimously carried, the Board approved the RFP for landscape services.

Other: There was no other business to discuss.

OTHER BUSINESS

Request to Plant Two Memorial Trees: The Board deferred discussion until the next regular meeting. The Board requested a copy of the existing memorial tree policy and directed staff to notify the person requesting the trees that the item will be discussed at the October meeting.

SDA Conference Takeaways:

Engineering Firms: The Board deferred discussion.

GIS: The Board deferred discussion.

Website: The Board deferred discussion.

Ballot Measures and Surveys: The Board deferred discussion.

USDA: The Board deferred discussion.

Broadband: The Board deferred discussion.

Rescheduling the October 18, 2022 Regular Meeting: The Board deferred discussion.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Jensen, seconded by Director Brown and, upon vote, unanimously carried, the Regular Meeting was adjourned at 8:12 p.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2021	BUDGET 2022	ACTUAL 8/31/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 3,382,732	\$ 1,846,513	\$ 1,919,566	\$ 1,846,513	\$ 1,515,823
REVENUES					
Property taxes	1,709,904	1,029,247	1,027,727	1,029,247	1,078,676
Specific ownership tax	164,935	82,340	52,286	82,340	86,294
Interest income	2,568	500	12,706	12,702	500
Lottery proceeds (Conservation Trust)	44,258	44,000	22,557	44,000	44,000
Sports field fees	1,700	-	3,030	3,030	-
Reimbursed Expenditures	9,948	-	3,250	3,250	-
Miscellaneous income	585	2,000	4,352	4,352	-
Total revenues	<u>1,933,898</u>	<u>1,158,087</u>	<u>1,125,908</u>	<u>1,178,921</u>	<u>1,209,470</u>
TRANSFERS IN	<u>243,852</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>5,560,482</u>	<u>3,004,600</u>	<u>3,045,474</u>	<u>3,025,434</u>	<u>2,725,292</u>
EXPENDITURES					
General Fund	931,279	1,238,500	961,844	1,442,766	1,353,903
Debt Service Fund	1,974,590	-	-	-	-
Capital Projects Fund	491,195	520,000	45,897	68,846	566,800
Total expenditures	<u>3,397,064</u>	<u>1,758,500</u>	<u>1,007,741</u>	<u>1,511,612</u>	<u>1,920,703</u>
TRANSFERS OUT	<u>(243,852)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>3,640,916</u>	<u>1,758,500</u>	<u>1,007,741</u>	<u>1,511,612</u>	<u>1,920,703</u>
ENDING FUND BALANCES	<u>\$ 1,919,566</u>	<u>\$ 1,246,100</u>	<u>\$ 2,037,733</u>	<u>\$ 1,513,823</u>	<u>\$ 804,589</u>
EMERGENCY RESERVE	<u>\$ 34,200</u>	<u>\$ 33,500</u>	<u>\$ 28,855</u>	<u>\$ 33,500</u>	<u>\$ 40,617</u>
TOTAL RESERVE	<u>\$ 34,200</u>	<u>\$ 33,500</u>	<u>\$ 28,855</u>	<u>\$ 33,500</u>	<u>\$ 33,500</u>

No assurance provided. See summary of significant assumptions.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
CHATFIELD FARMS
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	Months Compl		8		
	ACTUAL 2021	BUDGET 2022	ACTUAL 8/31/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 747,464	\$ 736,902	\$ 845,507	\$ 736,902	\$ 860,991
REVENUES					
116320 Property taxes	255,169	275,944	275,536	275,944	292,953
116360 Interest income					
116390 Reimbursed expenditures					
116500 Other revenue					
Total revenues	<u>255,169</u>	<u>275,944</u>	<u>275,536</u>	<u>275,944</u>	<u>292,953</u>
Total funds available	<u>1,002,633</u>	<u>1,012,846</u>	<u>1,121,043</u>	<u>1,012,846</u>	<u>1,153,944</u>
EXPENDITURES					
General and administrative					
117000 Accounting	9,474	9,000	4,599	6,899	9,810
117020 Auditing	755	900	-	-	981
117200 County Treasurer's fee	3,831	4,145	4,133	6,200	4,394
117250 Directors' fees	1,359	1,200	544	816	1,308
117350 Dues and licenses	159	210	1,269	1,904	229
117360 Insurance and bonds	4,623	4,800	4,610	6,915	5,232
117440 District management	23,709	19,500	14,476	21,714	21,255
117460 Legal services	10,998	10,500	7,262	10,893	11,445
117480 Miscellaneous	242	225	1,172	1,758	245
117481 Newsletter and postage	265	600	-	-	654
117581 Election Expense	-	8,250	3,545	5,318	8,993
117584 Engineering	5,180	4,950	3,186	4,779	5,396
117800 Communications/website	460	300	68	102	327
Operations and maintenance					
117594 Algae control	-	750	-	-	818
117809 Community events	327	5,250	-	-	5,723
117801 Graffiti removal/ vandalism	328	525	365	548	572
117595 Landscape contract	41,200	45,300	22,650	33,975	49,377
117593 Landscape irrigation maintenance	8,313	7,425	4,064	6,096	8,093
117585 Landscape maintenance & repair	2,559	2,250	6,528	9,792	2,453
117592 Landscape weed control	11,655	5,100	5,208	7,812	5,559
117597 Tree maintenance	-	14,025	-	-	15,287
117589 Mosquito control	1,586	2,700	680	1,020	2,943
117610 Seasonal lights	1,336	2,100	-	-	2,289
117701 Utilities	2,181	2,250	873	1,310	2,453
117702 Nonpotable water purchase usage	12,741	12,300	2,936	4,404	13,407
117599 Portable restrooms	3,590	1,500	2,735	4,103	1,635
117582 Repairs and maintenance	4,398	1,500	4,128	6,192	1,635
117596 Snow removal	5,857	7,500	6,206	9,309	8,175
117802 Skate Park maintenance	-	750	-	-	818
117890 Contingency	-	7,309	-	-	7,967
Capital					
Total expenditures	<u>157,126</u>	<u>183,114</u>	<u>101,237</u>	<u>151,856</u>	<u>199,470</u>
Total expenditures and transfers out requiring appropriation	<u>157,126</u>	<u>183,114</u>	<u>101,237</u>	<u>151,856</u>	<u>199,470</u>
ENDING FUND BALANCE	<u>\$ 845,507</u>	<u>\$ 829,732</u>	<u>\$ 1,019,806</u>	<u>\$ 860,991</u>	<u>\$ 954,473</u>

FIRST ADDENDUM TO MANAGEMENT AGREEMENT

This FIRST ADDENDUM TO MANAGEMENT AGREEMENT (this “Addendum”) is made and entered into as of the ____ day of _____, 2022, by and between ROXBOROUGH VILLAGE METROPOLITAN DISTRICT a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and SPECIAL DISTRICT MANAGEMENT SERVICES, INC., (the “Company”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into a Management Agreement on September 1, 2022 (the “Agreement”); and

WHEREAS, the Agreement set forth the duties and obligations of the Parties regarding the Services contemplated under the Agreement; and

WHEREAS, the Parties desire to amend and clarify certain terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS

1. SPECIFIC DUTIES AND AUTHORITY. The Parties hereby agree to revise the Agreement by adding certain duties to the scope of services set forth in the Agreement as defined on Exhibit A, attached hereto and incorporated herein by this reference.
2. PRIOR PROVISIONS EFFECTIVE. Except as specifically clarified and amended hereby, all the terms and provisions of the Original Agreement shall remain in full force and effect.
3. COUNTERPART EXECUTION. This Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally left Blank]

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DISTRICT: ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi municipal corporation and political subdivision of the State of Colorado

_____, President

ATTEST:

Secretary

SPECIAL DISTRICT MANAGEMENT SERVICES, INC.:

By: _____
Name: _____
Title: _____

[Signature page to FIRST Addendum to Management Agreement]

EXHIBIT A
ADDITION OF CERTAIN DUTIES

ACCOUNTS PAYABLE

- Receive and review invoices for accuracy and appropriateness for payment. Code the invoices in accordance with the budgeted line item.
- Prepare issuance of checks to be presented to Board for approval and signatures.
- Prepare funding requests, if required.
- Release checks to vendors when all approvals and funding have been received.

ACCOUNTS RECEIVABLE

- Process deposit of revenues.
- Process back charges and other miscellaneous accounts receivable matters.

Hourly Rates

Finance & Accounting:

Senior Accountants & Accountants	\$148.00
Assistant Accountants & AP Coordinators	\$148.00



***MONTHLY MAINTENANCE REPORT
ROXBOROUGH METRO DISTRICT
OCTOBER 2022***

Recipients
Board Members
Peggy Ripko
Dennis Bedford
Marcia Pryor

FOR: Roxborough Metro District

SUBMITTED BY: Dennis Bedford

DATE: 10/5/2022

REVIEW OF OPERATIONS:

General Maintenance:

Temperatures have dropped significantly, and days are getting shorter. We are currently in our modified mowing schedule for the 1st and 3rd weeks of October. We have been working through our contracted maintenance items:

- Fall aeration has been completed 9/28
- Broadleaf weed control completed 8/15
- Turf Fertilizer completed 9/28
- We will continue to prune bushes as we see them during our weekly maintenance

Site Policing:

Site policing continues on a weekly basis. Two stations were detached from the pole along the main trail week of 10/10. D-48 and D-49. Possible vandalism. We will look into how to fix them this week.

Irrigation:

We are still working on a few major irrigation mainline repairs across the property which has been the majority of our irrigation time spent at Roxborough.

Major Irrigation Projects:

- Currently repairing a 6" wedge valve upstream of the pumpstation and a 4" gate valve downstream
- Need to repair 3" mainline leak on NE side of crystal lake
- Repaired Mainline Leak Village Circle East. Replaced ball valve assembly west of red fox way
- Repaired 3" mainline under sidewalk at SW corner VCW west of Halley way

We are aiming to winterize the irrigation system in late October in the next two weeks but will need to make the necessary repairs to the system before we can use our compressors.

General Updates:

Project Updates:

- Playground Mulch – Completed as of 10/5
- Boulder Reburial – Proposal updated and awaiting approval
- Christmas Lights Proposal attached: \$9,997.00
- Native Mowing Proposal Attached \$806.40

Project	Type	Next Steps	Completed	Date Proposed	AEW	Cost
Mow native at sledding hill	Enhancement	Proposed	No	9/16/2022	7927477	\$ 806.40
Holiday Lights	Enhancement	Proposed	No	10/11/2022	7945079	\$ 9,997.00
Playground Mulch	Enhancement	Completed	Yes	8/31/2022	7892350	\$ 15,340.00
Boulder Reburial	Enhancement	Proposed	No	9/12/2022	7907138	\$ 2,455.00
Excavate for posible leak at valve manifold	Irrigation	Completed	Yes	9/22/2022	16051	\$ 560.00
Wire problem and replace solenoid at soccer field park entry bed drip	Irrigation	Completed	Yes	9/22/2022	16053	\$ 249.01
Repairs after check soccer field park. Replace control valve	Irrigation	Completed	Yes	9/22/2022	16054	\$ 1,512.77
Replace control valve on VCW and install node parking area at community park	Irrigation	Completed	Yes	9/23/2022	16055	\$ 1,514.03
Repair Mainline and replace gate valve NE corner of Rampart Range Road and VCE	Irrigation	Completed	Yes	9/30/2022	16058	\$ 1,320.92
Locate NW corner of Rampart Range Road and Waterton Canyon	Irrigation	Completed	Yes	10/3/2022	16059	\$ 220.00
RAC red fox and VCE	Irrigation	Completed	Yes	10/3/2022	16060	\$ 401.18
Construction damage Repair 3 wires and instal 2 splice boxes	Irrigation	Completed	Yes	10/4/2022	16061	\$ 844.40
Respond to call afterhours for stuck valve west side rampart range south of Safeway	Irrigation	Completed	Yes	10/4/2022	16063	\$ 280.00
RAC along VCE. Extra water at emperial park clean up backfill VCW north of Turkey Rock	Irrigation	Completed	Yes	10/5/2022	16064	\$ 681.16
Repair 3" Mainline and replace control valve VCE between red fox and crystal lake drive	Irrigation	Completed	Yes	10/10/2022	16070	\$ 2,068.50
Diagnose and adjust pump controls for pond water level controls	Irrigation	Completed	No	8/4/2022	16402	\$ 1,155.00
Minor Repairs at Soccer Fields	Irrigation	Completed	Yes	8/23/2022	16415	\$ 367.76
Greenhouse Install	Irrigation	Approved/Pending School Approval	No	8/25/2022	16421	\$ 4,292.91
Repair Mainline Leak Village Circle East. Replaced ball valve assembly west of red fox way	Irrigation	Completed	Yes	8/29/2022	16427	\$ 2,108.76
2.5" mainline repair and replace gate valve construction damage Pipeline Rampart Range just northeast of entrance to village circle east	Irrigation	Completed	No	9/14/2022	16430	\$ 1,585.68
Repair 3" mainline under sidewalk at SW corner VCW west of Halley way	Irrigation	Completed	Yes	9/12/2022	16436	\$ 2,435.10
Lateral leak repair at Crystal Lake NE corner	Irrigation	Completed	Yes	9/14/2022	16441	\$ 966.10
2.5" mainline repair and replace gate valve construction damage Pipeline Rampart Range just northeast of entrance to village circle east	Irrigation	Completed	Yes	9/14/2022	16446	\$ 1,601.45
Drip valve and rotor north of VCE	Irrigation	Completed	Yes	9/22/2022	16447	\$ 884.61

Proposal for Extra Work at ROXBOROUGH VILLAGE METRO D

Property Name	ROXBOROUGH VILLAGE METRO D	Contact	Anna Jones
Property Address	Village Cr. and Rampart Range Littleton, CO 80112	To Billing Address	Clifton Larson Allen LLP 8390 E Crescent Pkwy Ste 300 GREENWOOD VILLAGE, CO 80111
Project Name	Boulder Adjustments		
Project Description	Move, Readjust, and Rebury Boulders at Community Park		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Rebury roughly 100 Boulders to be 30% buried and about 4.5' off the path (15 mins per boulder)
1.00	LUMP SUM	Strategically move Boulders to corners of Parking Lot

For internal use only

SO# 7907138
JOB# 400407399
Service Line 130

Total Price \$2,455.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
10. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature _____ Title _____

Anna Jones **September 12, 2022**

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Dennis Bedford **September 12, 2022**

Printed Name _____ Date _____

Job #: 400407399

SO #: 7907138 **Proposed Price: \$2,455.00**

SO# 16421

Name – Irrigation installation for greenhouse at the Intermediate School

Description – Provide 1 Meter, 2 Control Valves, 1 Hose Bibb, and 1 Battery Operated Controller

Sub-Total Price - \$4,292.91

Tax - \$0.00

Total Price - \$4,292.91

If you would like us to proceed with the attached proposal, please respond to this e-mail with the word 'Approved'. We appreciate your business and look forward to enhancing the beauty and value of your property.

Thank you,

Dennis Bedford
Account Manager
BrightView



No.16421

2333 WEST OXFORD AVE
SHERIDAN, CO 80110
(303) 761-9262

PROPOSAL

Authorization for Extra Work

Date 8-15-22

Job Name POX

Description of Work GREEN HOUSE PROVIDE METER, 2-CONTROL VALVES, HOSE BIBB & CONTROLLER (BATTERY OPF.)

INTERNAL USE ONLY

Client Number _____

Job Number 7399

NTE: _____

Purchase/Work Order _____

OTHER NOTES:

Item No.	Type of Labor, Equipment or Materials Used	Hours or Quantity	Unit Price	Total
<u>1</u>	<u>LABOR</u>	<u>1</u>	<u>2520.⁰⁰</u>	<u>2520.⁰⁰</u>
<u>2</u>	<u>PARTS</u>	<u>1</u>	<u>172.⁹¹</u>	<u>172.⁹¹</u>
Total Labor & Materials, including Sales Tax				<u>1292.⁹¹</u>

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

THIS IS NOT AN INVOICE

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

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

X 
Approved by BrightView Representative

X _____
Approved by Client Representative Date

Proposal for Extra Work at ROXBOROUGH VILLAGE METRO D

Property Name	ROXBOROUGH VILLAGE METRO D	Contact	Peggy Riipko
Property Address	Village Cr.and Rampart Range Littleton, CO 80112	To Billing Address	Clifton Larson Allen LLP 8390 E Crescent Pkwy Ste 300 GREENWOOD VILLAGE, CO 80111
Project Name	Sledding Hill Native Mow		
Project Description	Sledding Hill Native Mow		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
8.00	HOUR	Native Mow Crew	\$100.80	\$806.40

For internal use only

SO# 7927477
JOB# 400407399
Service Line 130

Total Price \$806.40

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
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12. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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Customer

Signature _____ Title **District Manager**

Peggy Riipko **September 16, 2022**
Printed Name _____ Date

BrightView Landscape Services, Inc. "Contractor"

Signature _____ Title **Account Manager**

Dennis Bedford **September 16, 2022**
Printed Name _____ Date

Job #: 400407399

SO #: 7927477 **Proposed Price:** \$806.40

Proposal for Extra Work at ROXBOROUGH VILLAGE METRO D

Property Name	ROXBOROUGH VILLAGE METRO D	Contact	Peggy Riipko
Property Address	Village Cr.and Rampart Range Littleton, CO 80112	To Billing Address	Clifton Larson Allen LLP 8390 E Crescent Pkwy Ste 300 GREENWOOD VILLAGE, CO 80111

Project Name Holiday Lighting Budget

Project Description Install lights provided by client, and remove the lights for storage in the off season.

Scope of Work

This proposal does Not include any materials. If materials are needed they will be an additional charge.

QTY	UoM/Size	Material/Description	Total
Install			\$5,348.35
1.00	LUMP SUM	Labor to install provided holiday lights.	
1.00	LUMP SUM	Lift needed to reach tall trees.	
Take Down			\$4,648.65
1.00	LUMP SUM	Labor to install provided holiday lights.	
1.00	LUMP SUM	Lift needed to reach tall trees.	

For internal use only

SO# 7945079
JOB# 400407399
Service Line 130

Total Price \$9,997.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

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2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
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13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature _____ Title **District Manager**

Peggy Riipko _____ **October 11, 2022**
Printed Name Date

BrightView Landscape Services, Inc. "Contractor"
Signature _____ Title **Enhancement Manager**

Tyler Thompson _____ **October 11, 2022**
Printed Name Date

Job #: 400407399
SO #: 7945079 **Proposed Price: \$9,997.00**

Exclusions And Qualifications

Personnel/ Working Hours

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

Utilities, Traffic Control, and Permitting

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

Scope of Work/ Project Specifications

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

Irrigation

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

Warranty

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



INVOICE

Mission Communications, LLC

3170 Repts Miller Rd
 Suite 190
 Norcross, GA 30071-5403
 Phone: 678-969-0021
 Fax: 678-969-0541

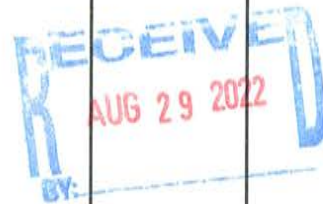
Invoice Date
8/18/2022
 Invoice Number
1068174

Bill To

Roxborough Village Metropolitan District,
 Attn: Scott Barnett P.E.
 188 Inverness Drive West, Suite 150
 Englewood, CO 80112

Ship To

CUSTOMER PO		END USER			SHIPPING METHOD		DUE DATE	
Annual Service		Roxborough Village Metropolita					9/17/2022	
S.O. No.		SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS		
		CS W		8/18/2022		Net 30		
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	17MIS21941	Roxborough Village	3/1/2022	2/28/2023	359.40	359.40

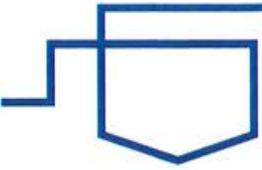


Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments less than \$3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our Accounts Receivable team, 877-993-1911 option 5, ar@123mc.com

Subtotal	USD 359.40
Sales Tax (0.0%)	USD 0.00
Payment Received	USD 0.00
Balance Due	USD 359.40



APRIL 6, 2022

Re: Bank information for:

MISSION COMMUNICATIONS, LLC
3170 REPS MILLER RD STE 190
NORCROSS GA 30071-5403

This memo is to confirm the following accounts for MISSION COMMUNICATIONS, LLC with U.S. Bank is open and active:

SWIFT Code	USBKUS44IMT
ABA. Routing Number	042000013
Account Type	CHECKING
Account Number	1-301-2888-7051
Account Name	MISSION COMMUNICATIONS, LLC
DEPOSIT ACCOUNT	

If you have any questions, please contact US Bank Commercial Customer Service at 800-377-3053.

Sincerely,



Service Banker
U.S. Bank Commercial Customer Service



IMPORTANT SERVICE PRICING INFORMATION

June 1, 2021

To: **Mission Communications Customers**
Attention: Purchasing Dept.

In these unprecedented times, labor rates are increasing at extraordinary rates. We have been subject to numerous increases and extended component lead times. We have added features to our newest remote terminal units (RTUs) to make them more efficient for us to support. We have increased our inventory positions to ensure outstanding on-time delivery and maintain our commitment to the operations of your business.

The service fees for legacy RTUs (M110, M800, and Manhole Monitor RTUs) will be increased by \$1.00, \$1.50, and \$0.50 respectively per month effective January 1, 2022. Also, beginning June 1, 2021 we will only renew legacy RTUs for 12 month periods (no multi-year discounts).

The service fees for the MyDro 150, MyDro 850, and Manhole Monitor Plus will not change.



Why Our Newer RTUs Save You Time and Money

Our newer MyDro Remote Terminal Units and newly released Manhole Monitor Plus are significantly more efficient for both of us.

Firmware Over-the-Air (OTA) Upgrades

Firmware upgrades are provided from time-to-time for feature enhancements, performance improvements, and cellular carrier requirements*. Firmware upgrades for legacy RTUs require us to procure and ship an electronic chip and logistics to get the chip to you. Once received a truck-roll is required by your staff.

Advanced Electronics

Newer RTUs have state-of-the-art IO and power features which make installation simpler and more fool proof, saving us both time as a result of reduced call-backs and installation complications.

Advanced Radio

Newer RTUs include our RMDT1 radio which features an embedded multi-carrier SIM as well as a slot for a removable SIM. The multi-carrier SIM allows the RTU to access AT&T, T-Mobile and Verizon cellular networks with no effort on either parties' part. When connectivity problems arise with a specific carrier the legacy RTUs require us to ship you a different SIM for each carrier, and you to dispatch a truck roll for installation. So not only does this feature saves both of us time, but it makes the overall performance more reliable.

SERVICE PRICING			
RTU	Previous Yearly Price	New Yearly Price (Effective 1/1/2022)	Difference Per Month
M110	\$347.40	\$359.40	\$1.00
MyDro 150	\$347.40	\$347.40	NONE
M800	\$563.40	\$581.40	\$1.50
MyDro 850	\$563.40	\$563.40	NONE
Manhole Monitor	\$227.40	\$233.40	\$0.50
Manhole Monitor +	\$227.40	\$227.40	NONE
MyDro 150 is an upgrade from M110 with similar functionality. MyDro 850 is an upgrade from M800 with similar functionality. Manhole Monitor + is an upgrade from Manhole Monitor with similar functionality.			

This is our first service price increase since the company was founded more than 20 years ago. We have done our best to minimize this to help make your budgeting efforts easier.

You should know that we are running a special promotion throughout all of 2021 for upgrades to our newest RTUs. We have documents that detail the myriad reasons why an upgrade to [MyDro](#) or [Manhole Monitor Plus](#) is easily justified to increased efficiency for your staff. Simply send an email to sales@123mc.com for more information.

We urge you to take advantage of our upgrade opportunity immediately so that devices can be installed prior to the onset of winter weather and prior to the carrier sunsets.

We look forward to continuing to serve you.

Best Regards,
Mission Communications, LLC

*ATT has announced their 3G GSM cellular radio network will be retired 2/22/2022. Verizon has announced their 2G/3G CDMA cellular radio network will be retired by 12/31/22.

Roxborough Village Metropolitan District

Snow Removal Bid Comparison

	Arrowhead	Brightview	CDI	Iron Crosss	Keesen	SOS	
Snow Removal Rate		Per hour unless noted	Per hour unless noted	Per hour unless noted	Per hour unless noted	Per hour unless noted	Holiday - Per hour unless noted
4x4 with 7.5 Foot Plow	\$126.00	\$116.00	\$125.00	\$125.00	\$125.00	\$125.00	\$187.50
Stake body with plow		\$116.00		\$125.00	\$130.00	\$125.00	\$187.50
Tandem with plow		\$116.00		\$185.00	N/A	NA	NA
Dump Truck - Size	\$155.00	\$160.00	\$160.00	\$120.00	\$150.00	\$185.00	\$277.50
Sand truck	\$155.00	\$116.00	\$125.00	\$125.00	NA	\$125.00	\$187.50
Backhoe		\$235.00		\$225.00	NA	NA	NA
Loader		\$305.00	\$295.00	\$250.00	\$240.00	NA	NA
ATV/Tool Cat with Blade	\$126.00	\$108.00	\$110.00	\$90.00	\$105.00	\$100.00	\$150.00
Skid Steer with plow	\$165.00	\$158.00	\$155.00	\$135.00	\$145.00	\$175.00	\$262.50
Skidsteer with Bucket	\$165.00	\$158.00	\$155.00	\$135.00	\$145.00	\$155.00	\$232.50
Front End Loader (min)	\$275.00	\$305.00	\$295.00	\$250.00	\$240.00	\$225.00	\$337.50
Front End Load Pusher/Box	\$300.00	\$305.00	\$295.00	\$250.00	\$240.00	\$250.00	\$375.00
Snow Blower	\$95.00	NA	\$95.00	\$75.00	\$70.00	\$90.00	\$135.00
Supervisor		\$75.00	\$78.00	\$85.00	\$68.00	\$75.00	\$112.50
Laborer/Shoveling	\$68.00	\$62.00	\$68.00	\$54.00	\$68.00	\$65.00	\$97.50
Ice Slicer	\$295.00 per Ton	\$365.00 per ton	\$275.00 per ton	\$325.00 per ton	\$290.00 per ton	\$280.00 per ton	\$280.00 per ton
Ice Melt	\$1.20 per pound	\$.96 per pound	\$.96 per pound	\$1.10 per pounf	\$.95 per pound	\$1.10 per pound	\$1.10 per pound
Liquid Mag	\$4.00 per Gallon	NA		3.25/GAL	2.85/GAL	NA	NA
Standby Rate/Ice Watch Rate	\$68.00	\$63.00		\$85.00	\$68.00	\$125.00	\$187.50
Obstacle Identification Service		9.0 per stake		7.5 per stake	\$68.00	\$85.00	\$127.50

	Arrowhead	Brightview	CDI	Iron Crosss	Keesen	SOS	
Emergency Removal Rate		See above - no emergency or holiday rates.	Per hour unless noted	Per hour unless noted	Per hour unless noted	Per hour unless noted	Holiday - Per hour unless noted
Mobilization Portal to Portal	Not Provided			\$1,000.00	\$65.00	\$289.00	\$433.50
Fueling Heavy Equipment	Not Provided			\$125.00	NA	\$84.00	\$126.00
4x4 with 7.5 Foot Plow	Not Provided		\$250.00	\$185.00	\$125.00	\$164.00	\$246.00
Tandem with plow	Not Provided			\$225.00	NA	NA	NA
Dump Truck - Size	Not Provided			\$225.00	\$150.00	\$164.00	\$246.00
Sand truck	Not Provided		\$250.00	\$225.00	NA	\$125.00	\$187.50
Backhoe	Not Provided			\$275.00	NA	NA	NA
Loader	Not Provided		\$595.00	\$325.00	\$240.00	NA	NA
ATV/Tool Cat with Blade	Not Provided		\$220.00	\$185.00	\$105.00	\$100.00	\$150.00
Skid Steer with plow	Not Provided		\$310.00	\$185.00	\$145.00	\$175.00	\$262.50
Skidsteer with Bucket	Not Provided		\$220.00	\$185.00	\$145.00	\$155.00	\$232.50
Front End Loader (min)	Not Provided		\$590.00	\$325.00	\$240.00	\$225.00	\$337.50
Front End Load Pusher/Box	Not Provided		\$590.00	\$325.00	\$240.00	\$250.00	\$375.00
Snow Blower	Not Provided		\$190.00	\$85.00	\$70.00	\$90.00	\$135.00
Supervisor	Not Provided		\$158.00	\$95.00	\$68.00	\$75.00	\$122.50
Laborer/Shoveling	Not Provided		\$136.00	\$65.00	\$68.00	\$65.00	\$97.50
Ice Slicer	Not Provided		\$275.00 per ton	\$325.00 per ton	\$290.00 per ton	\$280.00 per ton	\$280.00 per ton
Ice Melt	Not Provided		\$.96 per pound	\$1.10 per pound	\$.95 per pound	\$1.10 per pound	\$1.10 per pound
Liquid Mag	Not Provided			3.25/GAL	2.85/GAL	NA	NA
Standby Rate/Ice Watch Rate	Not Provided			\$85.00	\$68.00	\$125.00	
Obstacle Identification Service	Not Provided			7.5 per stake	\$68.00	85/127.5 + 4.5/Stake	127.5



October 7, 2022

Roxborough Village Metropolitan District
c/o Special District Management Services
141 Union Blvd, Suite 150
Lakewood, CO 80228

Re: 2022-23 Grounds Care

To Whom It May Concern:

It is my pleasure to provide a proposal for 2022-23 Grounds Care. After a careful evaluation of the RFP documentation and physical site, I am confident that Arrowhead can provide world-class service, and the high level of quality that a District of your caliber deserves.

Arrowhead follows a proven, disciplined approach to providing services to our clients. Quality is achieved through proper training, supervision and following best management practices in the industry. Our relentless focus on quality sets Arrowhead apart as a trusted advisor and business partner.

For the best clarity, we have added your RFP documents to our service agreements. We will be happy to work with the District to finalize these into a version that works for both parties. Because there is a lot to understand and we want to make sure your needs are met, I am requesting the opportunity to meet with the Board for a review of this proposal.

We believe our best-in-industry employees are the key to our success and we commit to having a consultative, partnership approach with the District. We are eager to discuss how our partnership will provide the best solutions for your future Landscape Maintenance needs, and we look forward to the opportunity of exceeding your expectations.

Sincerely,
Mike Bolsinger, CLT
Arrowhead Landscape Services, Inc.
Cell (303) 656-3606
Mike.Bolsinger@arrowheadcares.com

Enclosures



Arrowhead Landscape Services, Inc. follows a proven, disciplined approach to providing services to our clients. Quality is achieved through proper training, supervision and following best management practices. Our relentless focus on quality sets Arrowhead apart as a trusted advisor and business partner.

No matter the challenge, we are dedicated to doing it right. From maintenance practices to water management, we follow the strictest guidelines. We implement multiple levels of supervision to assure the highest quality standards are met. Quality goes beyond our work in the field as we aim to provide the best overall experience from regular communication to correspondence with our administrative team.

Beside a focus of quality, Arrowhead takes a proactive approach to details and communication. Anyone can make this claim, but we have a proven track record of taking initiative in the details that matter to our clients. We accomplish this by staffing at levels which ensure our crews are routinely looking at the details and our Management Team is in communication with our clients.

Facts About Arrowhead

- Founded in 2004
 - Serving the Denver Metro (Castle Rock to Longmont) and Colorado Springs Markets
 - 4 Facilities in the Denver Metro Area
 - More than 100 Full Time Employees and Over 100 Seasonal Workers
 - Late model fleet of heavy duty commercial vehicles, trailers, loaders and hundreds of pieces of small equipment owned and maintained daily
 - Company is in good standing with all government and related agencies
-

Services & Clients

Arrowhead provides services to office buildings, institutional sites, shopping centers, homeowners associations, apartments and other properties that are commercial in nature.

Our services include Landscape Maintenance, Irrigation Service & Water Management, Landscape Construction & Enhancements, Annual Flowers and Perennial Gardens. Snow Services are available with Landscape Maintenance.

Workforce & Credentials

We are proud to be an Equal Opportunity Employer, I-9 Compliant and utilize e-verify. We first and foremost aim to hire locally and when needed, utilize the US Government H2B guest worker program for seasonal positions.

Our Management Staff averages 19 years of industry experience and hold the following industry credentials:

- CA – ISA Certified Arborist
- CLT - Certified Landscape Technician
- SLP – Sustainable Landscape Management
- ASSE - Certified Backflow Tester
- CIT – Certified Irrigation Technician
- Colorado Department of Agriculture Qualified Supervisor
- Colorado Department of Agriculture Licensed Pesticide Applicator



**SNOW SERVICES AGREEMENT FOR
Roxborough Village Metropolitan District / Littleton CO 80125**

This AGREEMENT is made and entered into this _____ day of _____ 20____, by and between, Roxborough Village Metropolitan District (Customer) and Arrowhead Landscape Services, Inc. (Contractor).

I. SCOPE

To provide specific snow services as described in this agreement at time and materials rates.

II. CONTRACT TERM

The contract term shall be **November 1, 2022 through May 15, 2023 and October 15, 2023 through December 31, 2023.**

III. DEFINITIONS

The term "Customer" and "Contractor" where used in this agreement shall be those specifically named above including any authorized representative of Customer.

IV. GENERAL REQUIREMENTS

- a) It is hereby mutually agreed that in consideration of the sums to be paid to the Contractor by the Customer as set forth in this contract, the Contractor shall furnish all labor, equipment, accessories, and material and shall perform all work in a skillful manner, in accordance with the specifications of this agreement.
- b) The Contractor will not be liable for damages due to events beyond the control of the Contractor, such as items buried under the snow, vandalism or acts of God.
- c) Customer acknowledges that heavy trucks, equipment, plows/blades, de-icing equipment/materials and other will be utilized to perform snow services under this Agreement and that property damage may occur at any time no matter how cautious or careful the equipment is utilized. Furthermore, the Contractor cannot be held liable for damages caused by deicing products applied to ensure safety of vehicular and pedestrian traffic and Contractor cannot be held liable for damages caused by equipment during times of excessive snowfall and blizzard conditions.
- d) Contractor shall be notified by the Customer of any pre-existing site conditions or unusual circumstances prior to contract execution.
- e) The Contractor shall provide Customer with professional guidance and assistance regarding any snow clearing activity.
- f) Both parties agree to binding arbitration for any dispute arising out of this agreement, location to be in the county in which the work was performed. The prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sums as the Arbitrator deems to be a reasonable attorney's fee.

V. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire understanding between Customer and Contractor. No modification, amendment, renegotiation, or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon in writing by both parties.

VI. TERMINATION

Either party may terminate this agreement by notice in writing at least 15 days prior to the effective date, to the other party, except that this agreement may be terminated immediately, without notice, for failure to perform by either party. If terminated, payment for services rendered will be due within 15 days of the termination date. Such payment to be considered payment, in full, for services performed under this agreement.

VII. INSURANCE

The Contractor shall be covered by a minimum of \$1,000,000 of liability insurance and statutory limits for workers compensation insurance. Upon request, the Contractor shall provide proof of coverage to the Customer. **Contractor agrees to maintain Liability, Auto, and Workers Compensation insurance for the term of this contract. Proof of insurance will be supplied upon request.**

VIII. FORCE MAJEURE AND DELAY

Contractor's obligations under this Agreement are accepted subject to strikes (including strikes or labor troubles affecting any suppliers of Contractor), floods, fires, acts of God, accidents, delays, shortage of equipment or supplies, contingencies of transportation and other causes of like or different character beyond the Contractor's control. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this Agreement.

IX. SPECIFICATIONS

a) Minimum Accumulation Standards:

- 1) Contractor will dispatch to plow roadways (excluding residential driveways) after a depth of N/A – roads not included inches has accumulated.
- 2) Contractor will dispatch to shovel/blow/ATV pedestrian walkways after a depth of two (2) inches has accumulated.

b) Limited occurrences per storm (for minimum accumulation standards over two (2) inches).

Unless requested in writing by the Customer, snow services will be performed one (1) time per storm after snow has stopped unless at least four (4) inches has accumulated and snow is predicted to continue to accumulate.

c) Notification / Mobilization Procedures:

- 1) Snow clearing operations will be initiated according to the circumstances of each storm, which may be up to 12 hours from the time of the minimum accumulation standards being reached, unless blizzard conditions exist.
- 2) It shall be the responsibility of the Customer to notify the Contractor's assigned representative, by email, when snow services are **not** required. Charges may apply once mobilization for a snow event has commenced.
- 3) When large accumulations of snow (greater than 6") are predicted, the Contractor reserves the right to begin operations prior to the cessation of snowfall.
- 4) During blizzard conditions, or during snowstorms in excess of 12", the Customer's property will be serviced to establish access on primary roadways and parking lots and may include equipment such as front-end loaders. This will be followed by pedestrian areas leading to

building entrances and residential driveways which may not be cleared to full widths until after the storm. Perimeter sidewalks, including but not limited to along roads, parkways, and greenbelts, will be serviced after public streets are cleared; this may require heavy equipment such as skid steers, tractors, or large snow blowers.

- 5) Contact numbers:
 During normal work hours (Monday – Friday, 8 a.m. – 5 p.m.). 303-432-8282. At all other times, emergency pager #720-259-7718

d) Equipment and material to be used may include, but not limited to the following:

- 3/4-ton trucks with 7.5-foot plow
- ATV with plow
- Dump truck with plow
- Frontend loaders with or without push boxes or plows
- Road graders or other heavy construction equipment
- Snowblowers
- De-icing equipment
- Sand and Salt
- Ice Slicer
- Ice Melt

e) Deicing Requirements (**Only one option may be selected**). Article A. provides the highest level of service, article D. provides the lowest level of service. These specifications will apply to the entire site unless specified differently as a part of this agreement.

A. ~~**N/A PLEASE PROVIDE** inspection and de-icing services as deemed necessary by Arrowhead Landscape Services. We understand that inspections and/or de-icing applications will occur once, every 24 hours following ANY presence of snow and ice as a result of new precipitation, freeze/thaw cycles, blowing or drifting snow. We also understand that regardless of the Minimum Accumulation standards listed above, ANY accumulated snow must be shoveled/plowed before de-icers are applied.~~

B. _____ **PLEASE PROVIDE** inspection and de-icing services **once every 24 hours for** _____ **day(s)** after MINIMUM ACCUMULATION STANDARDS have been met and snow clearing services have been provided.

C. X **PLEASE PROVIDE** de-icing services ONE Time, only after MINIMUM ACCUMULATION STANDARDS have been met and snow clearing services have been provided.

D. _____ **PLEASE DO NOT** provide de-icing products, services, or inspection at any time unless written direction is provided by the Customer or designated representative for each occurrence. Timing of service dependent upon availability of staff.

Additional de-icing applications may be requested upon written direction from the Customer or designated representative for each specific occurrence.

f) Areas to be serviced:

It shall be the responsibility of the Customer to provide detailed maps showing areas to be serviced, including where snow is to be piled, deicing requirements, and any area of special need. The Contractor shall use its best judgment for snow pile locations if a map designating locations is not provided.

X. WORK NOT INCLUDED

- a) Sweeping or cleaning of the areas after the snowstorm due to accumulation of sand, deicers, or debris. This can be arranged as a change order at a time and material rate to be determined.
- b) Staking of curbs, drives or obstacles within the work area. This service can be arranged but is an additional cost and will be provided upon approval by the Customer.

XI. HOURLY AND MATERIAL RATES

PICK UP TRUCK WITH PLOW	\$126.00/HR.
DE-ICING/SPREADER TRUCK	\$155.00/ HR
DUMP TRUCK, 5 YARD W/PLOW	\$155.00/ HR
FRONT END LOADER (up to 2.5 yard)	\$275.00/HR
FRONT END LOADER (3 yard)	\$300.00/HR
SKID STEER W/PUSH BOX OR BLADE	\$165.00/HR
ATV W/PLOW OR ZERO TURN	\$115.00/HR
UTV W/PLOW	\$126.00/HR
SNOW BLOWER	\$ 95.00/HR
HAND SHOVELER	\$ 68.00/HR
ICE MELT LABOR	\$ 68.00/HR
DEICING INSPECTION	\$ 68.00/HR
ICE MELT (unapplied, ice melt labor applies)	\$ 1.20/LB. or \$60.00/50# BAG
ICE SLICER (or similar, unapplied, spreader truck applies)	\$295.00/TON
LIQUID DEICER (unapplied, equipment rate additional)	\$4.00/GALLON

- There is a one-hour minimum charge per person
- Drive time is charged in one direction per person
- Contractor reserves the right to adjust material pricing at any time should market shortages or other conditions which lead to an increase of material costs greater than ten percent.
- Holiday rates apply to any work performed on Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. Holiday rates are Time and One Half.

During blizzard conditions, Contractor reserves the right to utilize equipment that is not listed herein to fulfill contractual obligations and efficiently clear snow. Hourly rates for such equipment cannot be determined until the need arises and will include mobilization of equipment to and from site.

XII. MISCELLANEOUS

- a) While it is the intent to provide a safe travel surface for vehicles and pedestrians, the Customer and Contractor agree that slick surfaces may be present at any time and that snow or ice can never be completely removed. Dangerous conditions may exist before and after clearing operations.
- b) The Customer acknowledges that the Contractor is not onsite 24/7 and does not have the ability to know exact weather conditions or site conditions. Although the Contractor will be storm ready and mobilize as large-scale city needs dictate, it is ultimately the responsibility of the Customer to alert the Contractor of snow clearing or de-icing requirements.
- c) The Contractor may not be held liable for "slips and falls," collisions that are not a direct result of his negligence, or any kind of drainage issues that contribute to ice or slick surfaces.
- d) The Customer acknowledges that the Contractor may be unable to meet contractual obligations in this Agreement due to a "state of emergency" and/or extreme weather conditions that may cause roads to be

impassable or dangerous and/or temperatures/wind chill that pose a serious health threat to the Contractors work force. Contractor retains the right to delay, suspend, or cease any services required under this Agreement if conditions threaten life and limb or health of its work force or the general public.

- e) De-icing material may be unavailable or difficult to acquire at times during the winter seasons and the Contractor may not be able to fulfill certain deicing requirements. The Customer will be notified as soon as possible if this occurs and provide alternative solutions, if any.
- f) It is understood that all deicers and sand salt mix may cause damage to landscape, concrete, and paved surfaces. Although the Contractor will be prudent in its use of these materials, our intent is to provide as safe an environment as we can, and therefore will not be responsible for damages these products may cause.
- g) The Customer shall be responsible for removal, or for causing the removal of all vehicles and other personal property, from parking lots, drives, access roads, and designated stockpile areas, so that the Contractor can properly and efficiently operate snow plowing equipment. If vehicles or other personal property are not removed at the time of plowing, shoveling, or deicing operations, the Contractor will service only those areas available and open for safe use. If the designated snow piling areas are not accessible, the Contractor shall stockpile snow in an area, which, in the opinion of the Contractor, allows the greatest usability of the lot.

XIII. PAYMENTS

Customer agrees that all snow services are rendered at Time and Material Rates under this agreement. There is a one (1) hour minimum charge per location, per mobilization, per person. Payments for snow services rendered are to be made within thirty (30) days of billing. Payments shall be made payable to Arrowhead Landscape Services, Inc. The Customer agrees to pay 2% interest per month and a \$50.00 service charge per month on each past due invoice. If payment for services rendered is delinquent by 15 days or more, the Contractor and any affiliate company have the option of suspending services until the account is made current or terminating the agreement immediately.

IN WITNESS WHEREOF, THE CUSTOMER AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

CONTRACTOR: **Arrowhead Landscape Services, Inc.**

By: _____

Printed Name: _____

Title: _____

Date: _____

CUSTOMER: **Roxborough Village Metropolitan District**

By: _____

Printed Name: _____

Title: _____

Date: _____

SEE ATTACHED DISTRICT RFP AS A REFERENCE TO THIS AGREEMENT

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REQUEST FOR PROPOSALS
FOR DISTRICT SNOW REMOVAL 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 6,700 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 SNOW REMOVAL SERVICES REQUESTED TO BE PERFORMED FOR THE DISTRICT:

I. SCOPE OF SERVICES:

- A. **Snow Removal Services:** The Provider shall provide the Snow Removal Services on sidewalks and pedestrian entryways and exits within the District as shown on Exhibit A attached hereto and incorporated herein by reference (the “Snow Removal Areas”).
1. **Timing and Extent of Services:** The District’s intention is to facilitate the use of sidewalks to access schools, as reflected in the designation of Priority 1 and Priority 2 walkways as shown on Exhibit A. The Provider shall exercise its best efforts to remove snow from school access sidewalks prior to 8:00 a.m. on school days. The Provider will perform snow removal on Priority 1 and Priority 2 walkways as shown on Exhibit A. When two-thirds of the snow removal budget for the District for each year is expended, snow removal for the remainder of the current budget year will be limited to Priority 1 walkways, unless otherwise directed by the Board of Directors on a case-by-case basis. The Provider shall exercise its judgment to determine the extent to which it provides Snow Removal Services, based on snow accumulation of two (2) inches or more, or due to icy or other related conditions.
 2. **Ice Melting Chemicals:** The Provider shall exercise its judgment regarding the application of ice melting chemicals. The District acknowledges that ice melting chemicals may cause damage to plants and turf and that the Provider assumes no liability for any damage which results from the proper application of such ice melting chemicals.
 3. **Damage to Snow Removal Areas:** Any repair or replacement of damaged vegetation or landscape improvements resulting from Provider’s Snow Removal Services shall be at the expense of the Provider.
- B. **Services Performed Under Work Orders:** The terms of the Agreement shall apply to any services or work performed by the Provider pursuant to a Work Order approved by the District (the “Work Order”). Snow Removal Services and services performed pursuant to any Work Order may be collectively referred to herein as the Services.

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

III. GENERAL PROVISIONS:

- A. **Attendance at Board Meetings and Reports to District Manager:** Attendance at Regular 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 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 prior to the meeting.
- B. **Provider's Duties:** The Provider will render the services as follows:
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 subcontractors while performing the services.
 2. **Performance During Term:** The Provider will commence performing the Snow Removal as specified on the first day of the term and will thereafter continually and diligently perform such services as specified.
 3. **Compliance with the Applicable Law:** The Provider will, at its own expense, throughout the term of this Agreement, comply with all 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").
 4. **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. **Licenses:** The Provider and all of its employees performing tasks that require licensing shall be licensed to the extent required by all Applicable Law and will, at Provider's cost, maintain such licensing throughout the term. Such licenses include any requirements set forth by the State of Colorado and the Environmental Protection Agency.

6. 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 which are filed or asserted against the District and/or such property that 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.
7. 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 snow removal equipment. At all times the Provider shall be alert for damages to any landscape improvements, including but not limited to plant stock, turf, ground cover, benches, trash receptacles, play equipment, shelters, and irrigation equipment ("Landscape Improvements") regardless of cause. When such damage is identified, the Provider shall immediately notify the District Manager.
8. Operation of Motorized Vehicles or Equipment: The operation of vehicles or equipment on or through parks and open space owned or maintained by the District is prohibited except for those used for snow removal. Service equipment and vehicles may only operate on paved surfaces unless a special permit has been obtained in writing from the District.

IV. TERMS OF PAYMENT:

- A. Request for Payment: During the term of its services to the District, the Provider shall submit to the District Manager, by the second Tuesday of the month, a standard pay request form attached to a report detailing the following:
 - Snow Removal Services performed during the previous month including but not limited to:
 - Locations
 - Time and rate per hour of each employee (if applicable)
 - Quantities of materials used in the work performed (if applicable)
 - Reason for work performance
 - Detail of problems encountered and corrective action taken or proposed to be taken
 - Work Orders recommended to be performed in the future and reason for performance
 - If taken, payment requests for Work Orders performed and supporting documentation
 - Maintenance inspection report discussing (but not limited to) the following:
 - Safety conditions
 - Appearance

- Follow up items for the following month
- Services performed during the previous month pursuant to an approved Work Order.

Any failure to timely provide the foregoing detailed pay request form and report may delay payment up to the next monthly District Board of Directors Meeting.

- B. **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.

V. INDEMNITIES AND WAIVERS; CONFIDENTIALITY:

- A. **Indemnities as to Performance:** The Provider will Indemnify and Defend the District and its directors, officers, employees, and agents (collectively, the “District Parties”) against all claims, damages, and liability arising out of any intentional, reckless, grossly negligent, or negligent act or omission by the Provider or its employees, subcontractors, agents, or any other individual or entity that provides 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.
- B. **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.
- C. **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.

VI. PROVIDER’S INSURANCE:

- A. **Coverages:** The Provider will, at its sole cost and expense, maintain in effect at all times during the term 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.

- 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.

2. Liability Insurance:

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

This policy will contain

- a) an endorsement including the District Parties as “additional insureds”,
- b) cross-liability and severability of interest endorsements,
- c) a waiver of subrogation in favor of the District Parties, and
- d) an aggregate per location endorsement.

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

- a) an endorsement including the District Parties as “additional insureds”,
- b) cross-liability and severability of interest endorsements,
- c) a waiver of subrogation in favor of the District Parties, and
- d) an aggregate per location endorsement.

4. Umbrella Liability Insurance:

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

This policy will be written on an umbrella basis above the liability and vehicle insurance coverages described above and contain

- a) an endorsement including the District Parties as additional insureds,
- b) a waiver of subrogation in favor of the District Parties, and
- c) an aggregate per location endorsement.

- B. **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.

- C. **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 by the Agreement. 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.

VII. MISCELLANEOUS:

- A. **Performing Services for District Homeowners Associations (HOAs):** Provider must be willing to contract with and bill separately the HOAs within the District for Snow Removal Services in Common Areas maintained by the HOAs.

PROPOSAL SUBMITTAL INSTRUCTIONS:

- A. 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.**
- B. 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.**
- C. Firms responding to this RFP do so solely at their own expense.**
- D. 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.**
- E. 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 is the right to terminate this RFP process at any time in its sole discretion.**
- F. Responders are encouraged to be creative in their proposed approach and manner or style of management.**
- G. Responses to this RFP shall, at a minimum, include the following:**
 - 1. Describe in detail how the firm would provide the services outlined in this RFP.**
 - 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;**
 - 3. An organizational overview of the firm including years in existence and experience in providing snow removal services for Metropolitan Districts or other large governmental entities or organizations;**
 - 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;**
 - 5. At least three client references, preferably from Metropolitan Districts or other large governmental entities or organizations;**
 - 6. Disclosure of any potential conflict of interest by individuals with the District; and**
 - 7. Timing of ability to begin work**

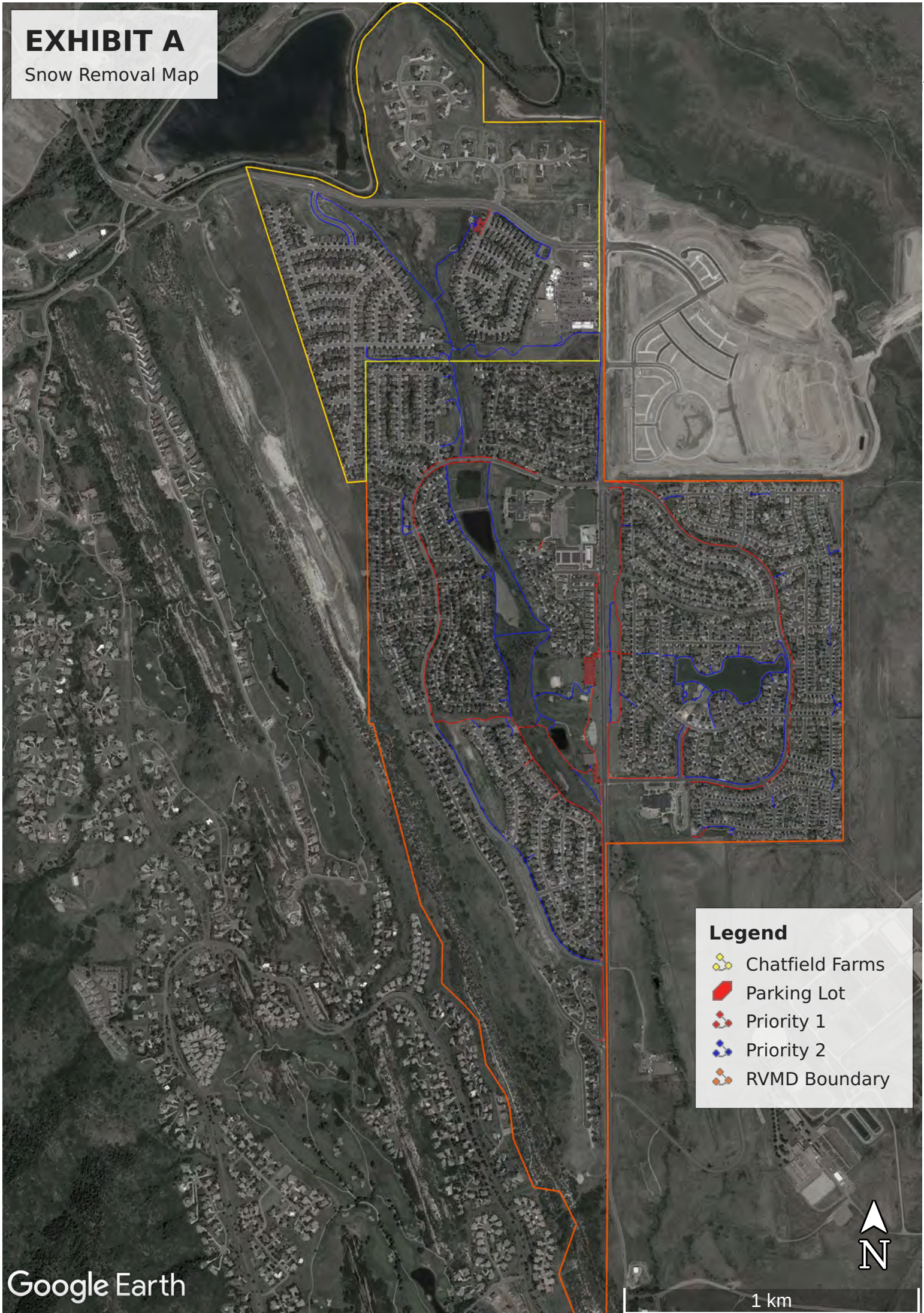
Cost Proposal: Complete the attached Exhibit B and C and include it with your response along with any other rates not shown. Also provide any out-of-pocket expenses that you may require to be reimbursed by the District.

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

Snow Removal Map



Legend






-  Chatfield Farms
-  Parking Lot
-  Priority 1
-  Priority 2
-  RVMD Boundary



EXHIBIT B

SNOW REMOVAL RATES

Service or Equipment Item	Billing Unit (Per Hour, Application, Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
4x4 Pick-Up with 7.5 Foot Plow			
Stake body with Plow		SEE SNOW AGREEMENT FOR RATES	
Tandem with Plow			
Dump Truck – (size)			
Sand Truck			
Backhoe			
Loader			
ATV/Tool Cat with blade			
Skid Steer with Pusher/plow			
Skid Steer with Bucket			
Front End Loader (any minimum)			
Front End Loader with Pusher/Box (any minimum)			
Snow Blower			
Supervisor			
Laborer/Shoveling			
Ice Slicer			
Ice Melt			
Liquid Magnesium			
Standby Rate, Ice Watch Rate			
Obstacle Identification Service			
Identify Any other Service or Equipment not Listed			

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services

EXHIBIT C

EMERGENCY SNOW REMOVAL RATES

For use in extreme snow/blizzard events, of 12 inches or greater accumulation in one 24-hour period.

Service or Equipment Item	Billing Unit (Per Hour, Application, Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
Mobilization time, portal to portal			
Fueling Heavy Equipment		SEE SNOW AGREEMENT FOR RATES	
4x4 Pick-Up with 7.5 Foot Plow			
Tandem with Plow			
Dump Truck – (size)			
Sand Truck			
Backhoe			
Loader			
ATV/Tool Cat with blade			
Skid Steer with Pusher/plow			
Skid Steer with Bucket			
Front End Loader (any minimum)			
Front End Loader with Pusher/Box (any minimum)			
Snow Blower			
Supervisor			
Laborer/Shoveling			
Ice Slicer			
Ice Melt			
Liquid Magnesium			
Standby Rate, Ice Watch Rate			
Obstacle Identification Service			
Identify Any other Service or Equipment not Listed			

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services

Professional References:

Fairmount Cemetery & Riverside Cemetery

430 S. Quebec Street, Denver CO 80247

Kendra Briggs, President

(303) 399-0692

kjbriggs@fairmountcemetery.net

Brixmor Property Group, Inc.

Superior Marketplace, Westminster City Center, Arvada Plaza

John Lato, Senior Property Manager

(847) 903-3231

john.lato@brixmor.com

Vista Ridge Metropolitan District

Erie, CO

Matt Cohrs, District Manager

(303) 987-0835

mcohrs@sdmsi.com



Custom Solutions for *Roxborough Village* *Metropolitan District*

Landscape Maintenance and Snow Removal Services

October 7, 2022

Mathew Hart – Roxborough Village MD Board President
Peggy Ripko – District Manager - SDMS
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
RE: Roxborough Village Metropolitan District (RVMD)

Dear Mat, Peggy and Board Members,

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal for customized solutions and professional management of the landscape/snow maintenance responsibilities at Roxborough Village MD. We understand the services outlined in the landscape and snow RFPs.

Our team of professionals has carefully reviewed your specifications and has invested significant time to ensure we have developed a thorough and comprehensive proposal. We have reviewed every aspect of your site, considering all resources we feel will be required to serve you and your residents and to exceed your expectations. In addition, BrightView's history on site, gives us a depth of knowledge about the site like non other.

We welcome the opportunity to discuss in person our approach to caring for your property. It's a large responsibility and we can assure you that our team is accustomed to delivering the level of service, professionalism and dedication required for a site of this caliber. A few items we would love to discuss further with you include:

- **Team History and Irrigation Expertise**
- **Communication and Quality Site Assessments (QSA) – BrightView's site monitoring and reporting tool**
- **Tenue and Depth of Resources.**

Roxborough Village MD is an exceptional property, and we appreciate that the quality of the landscape presentation and the thoroughness of our plan are an integral part of driving the best experience for your residents, visitors, staff, etc. What this cannot measure is the depth of our commitment to Roxborough Village MD to be a proactive, innovative, flexible and solution-oriented partner. Within the scope as large as this, we fully realize additional questions, further information and clarifications may be necessary. Should you have any questions, or if I may be of additional service, please do not hesitate to call me. Thank you for the opportunity to participate in this process. We look forward to your favorable reply.

Sincerely,



Marcia M. Pryor
Business Developer



We Have You Covered at Every Stage of Your Landscape

We have experience in all aspects of our business and have a desire to learn all facets of landscape so we can provide the best service to our customers. That means we will be here to take care of your landscape at every stage of your property’s lifecycle. As a full-service and team-based landscape company, we can mobilize quickly to respond to special requests that may fall outside of the scope of landscape maintenance. We take pride in providing the highest-quality landscape services with a worry-free, dependable service commitment. This all-encompassing expertise extends to:

Design

Forward-thinking, constructible design that considers future operating costs.

Develop

Seamless project delivery that meets your goals and long-term expectations, on-time and on-budget.

Enhance

Thoughtful improvements to enrich your landscape’s appearance and sustainability.

Maintain

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.



Design	Develop	Maintain	Enhance
<ul style="list-style-type: none"> • Landscape Architecture & Planning • Design Build • Program Management 	<ul style="list-style-type: none"> • Planting • Hardscaping • Pools & Water Features • Compliance • Tree Growing & Moving 	<ul style="list-style-type: none"> • Landscape • Tree Care • Snow & Ice • Specialty Turf • Exterior Maintenance 	<ul style="list-style-type: none"> • Enhancements • Sustainability • Water Management

An Expansive & Dedicated Support Network

Our organizational structure enables us to pair the power of national resources with the know-how of local landscape experts. Focused on operating standards and procedures that drive consistency and predictable outcomes, we listen carefully and measure success against your standards.

We educate our employees – instilling knowledge, professionalism, and the confidence to effectively operate as an extension of your team. Senior leadership and account teams are accessible and involved. They ensure every team member understands your expectations and is empowered to exceed them.

We equip our teams with operating standards that allow them to safely and successfully execute performance delivery. We have invested in refining the science, technology, and human expertise behind our integrated capabilities to establish an operational model that is unlike any other in the industry. Designed to be highly efficient in helping clients reduce their operating expenses, this approach helps to effectively maintain and improve landscape conditions down to very last detail.





RFP Responses

1. Describe in detail how the firm would provide the services outlined in the RFP

- To deliver service that meets your needs, BrightView places a great deal of emphasis on completely understanding our customers' needs, priorities and expectations, creating an operational plan using innovative tools and regimented processes, and then delivering quality service based on that plan. Details on the tools used can be found later in this proposal.
- Once a contract is awarded, we undergo a multi-faceted transition process. This involves an internal staff meeting with all management personnel responsible for the delivery of service to account for all activities that comprise the service plan. Maps are reviewed, employees and equipment allocated, and scheduling is performed by the Management team, incorporating the appropriate number of hours, the frequency of routine activities, and the timing of less frequent activities (such as Fertilization, Spring Irrigation, Pruning of Trees and Shrubs etc. This is followed up by an on-site meeting with the Roxborough Village MD Representative to further ensure our team's understanding of the property and the service plan. At this time, we discuss any goals for improvement and priorities set for the year to determine budgets for desired improvements.
- From this point forward, the service plan is followed, and the Account Manager will communicate, or meet with you on a on a pre-determined schedule to review our progress and adjust should any be needed. The Account Manager will visit the site weekly or more to identify specific goals for the service team, or to meet with teams that perform more seasonal services to ensure their understanding of the property. The Account Manager will be committed to attend the Monthly Board Meeting.

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

- See page 2
- See the following pages



RFP Responses

- 3. An organizational overview of the firm including years in existence and experience in providing snow removal services for Metropolitan Districts or other large governmental entities or organizations.**
 - Established in 1939, we are America's top commercial landscape and snow removal company. We plan, build and maintain hundreds of city parks and streetscapes, and cultivate healthy turf across America at Major League ballparks, the Olympics, D.C.'s National Mall, and on corporate and university campuses across the country--and we do it with incredible quality and passion. Our values, customer focus and family roots run deep, making BrightView an ideal company to provide Roxborough Village MD with the highest quality of service. As the trusted manager of numerous premier complexes, parks and communities throughout the country, we deliver high-quality expertise in all aspects of the landscape and snow removal industries. When you partner with BrightView, you receive personal service and proven expertise of a local, dedicated team backed by the strength and resources of the nation's largest and most experienced landscape services company. In doing so, we commit to understanding your needs by creating a customized plan and following through with flawless execution every day. BrightView utilizes E-Verify.
 - See following pages covering safety, sustainability, communication and snow removal processed.

- 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 - See pages 12 – 14.**
 - All team members listed except Jeremiah work solely out of our Denver West Branch – 2333 West Oxford Ave., Sheridan, CO 80110. Jeremiah is a regional team member who works out of all branches.

- 5. At least three client references, preferably from Metropolitan Districts or other large governmental entities or organizations.**
 - See page 36 - 37

- 6. Disclosure of any potential conflict of interest by individuals with the District**
 - There are no conflicts

- 7. Timing of ability to begin work**
 - We are currently maintaining the district (for the last 3 month) and have the desire and ability to continue teaming with the board and SDMS. Our current team would continue working on site.

Executive Overview



BrightView provides high-quality landscape services with an unwavering commitment to client service. As the nation's leading commercial landscaping services company, BrightView's 21,500 team members provide services ranging from landscape maintenance and enhancements to tree care and landscape development for thousands of client properties, including corporate and commercial properties, homeowners' associations, public parks, hotels and resorts, hospitals and other healthcare facilities, educational institutions, restaurants and retail, and golf courses. Regionally in Colorado, we have 376 full time team members in our Local Services Branch – landscape maintenance and snow removal. BrightView landscapes positively impact millions of lives every day.

Our core operating strategy is to systematically deliver our services on a local level. Our organization is designed to allow our branch-level management teams to focus on proactively identifying needed opportunities and delivering high quality services to customers, with the support of a national organization to provide centralized core functions, such as human resources, procurement and other process-driven management functions.

Our maintenance services model is grounded in our branch network. Each branch is led by a branch manager, who focuses on performance drivers, such as customer satisfaction, crew retention, safety and tactical procurement. Branch managers are supported by account managers, who focus on managing crew leaders, customer retention and sales of landscape enhancement services. In addition to our network of branch managers and account managers, our platform is differentiated by a highly experienced team of operational senior vice presidents and vice presidents, organized regionally, with an average tenure of 14 years. These team members are responsible for leading, teaching and developing branch managers as well as maintaining adherence to key operational strategies. Our senior operating personnel also foster a culture of engagement and emphasize promotion from within, which has played a key role in making BrightView the employer of choice within the broader landscape maintenance industry.

Our scale supports centralizing key functions, which enables our branch and account managers to focus their efforts on fostering deep relationships with customers, delivering excellent service and finding new revenue opportunities. As branches grow and we win new business, our branch model is easily scalable within an existing, well-developed market-based management structure with supporting corporate infrastructure.

Our Development Services organization is centered around 19 branch locations strategically located in large metropolitan areas with supportive demographics for growth and real estate development. Certain facilities used by our Development Services segment are shared or co-located with our Maintenance organization. Our Development Services branch network is supported by three design centers, as well as centralized support functions like our Maintenance Services organization.



Consistency in Quality Efficiently Delivered

Our goal is to consistently offer the best value in the marketplace by providing you with unmatched services, a customized approach focused on your specific priorities, and a well-maintained landscape you and your residents are proud of – all while meeting your predetermined budget parameters. Doing this requires operational excellence. The operational practices that allow us to consistently meet our customers’ expectations include:

The Industry’s Top Talent

When selecting teams, we match the specific landscape needs with our most appropriately experienced talent. At BrightView, we have a deep pool of talent. We recruit from the top horticultural and landscape schools in the country and have an all-encompassing training program that ensures our crews perform at their peak year round

State-Of-The- Art- Equipment

Our crews operate high quality and well-maintained equipment and are trained to use the most effective tool for each task on your property. The result – a better end product achieved with greater efficiency and fewer injuries.

Horticultural Excellence

Plant material looks and performs its best when maintained properly. Our horticultural experts understand the science of landscape maintenance and will ensure the plant material on your property receives the proper care for each season and as unexpected circumstances arise.

Innovation

Lead or follow; we choose to lead. BrightView seeks out and tests the latest technology so we can help our customers reduce operating costs, benefit from greater efficiencies and have all around healthier and higher performing plant material.

Systematic Operations

We deploy to ensure our crews focus on your priorities and important details are not overlooked. Our approach is to design the most effective path of motion for the work to be performed, specify the equipment to be used and supply our crew with detailed site plans that show their daily, weekly and monthly activities

Continuous Improvement

We routinely evaluate for safety, quality and effectiveness in a persistent effort to be better today than we were yesterday.



Committed to Doing Good



PEOPLE

Our goal is for each employee to feel as passionately about our company as we do about them. We want them to trust that we will work hard to enrich and nourish their lives. For that reason, we provide competitive wages and benefits for all BrightView employees; a safe, open work environment; and numerous development opportunities (field and management) so that employees will continue to grow their careers with us. Being part of the BrightView team means being highly valued. From safety measures to programs designed to build skills and advance careers, we do everything we can to protect, promote, and nurture our team members. Encouraging growth, rewarding success, and creating a learning culture where everyone can be his or her best is simply the BrightView way.



ENVIRONMENT

Taking care of the environment goes beyond creating beautiful landscapes. We are advocates for environmentally friendly horticultural best practices. As an established leader in the landscape industry, it is our duty and responsibility to apply unmatched expertise and resources to the process of finding real-world solutions that encourage water conservation, minimize green waste, and protect natural habitats. These endeavors inextricably link BrightView to the ongoing process of creating a more sustainable planet.

Our world is everyone's world. Our job is to help protect and preserve it.



COMMUNITY

We strengthen and better our communities by leveraging the skills of our most important resource — our employees.

The places we work are part of the communities in which we live, play, and thrive. That's why it's so important to us to give back. We encourage and support employee volunteerism by providing meaningful opportunities and nurturing a culture of dedication and service. We recognize and honor our outstanding volunteers. Our employees know they work for a caring, responsible company and that they are part of a larger social effort to make a meaningful difference in their own communities, and beyond.

How We'll Deliver on Our Promise

Communication

We consider communication a key priority at Roxborough Village MD. By being able to utilize all the tools below we are confident in creating a proactive, transparent and sustainable communication model.

Quarterly Business Reviews

Being able to get all Leaders together to discuss the state of the partnership on a Quarterly basis is key. We would set up 3 QBRs bringing our senior leadership in the market to truly drive a strong partnership. This timeframe will be used to either collaborate on KPI's, discuss what's ahead, areas of improvement or areas that are going well.

Quality Site Assessments

This tool is something we would utilize on a monthly basis meant to collaborate and do an audit of the exterior identifying everything from missed items with follow up action to bringing non landscaping issues to the attention of the community.

Customer Satisfaction Surveys

This is something we do two times a year to really drive engagement and an understanding of where we truly sit in your eyes. With the results of the survey, we can have real conversations on where we sit, what's working well and where are areas of opportunity.

Regular Site Visits

We understand that there are a lot of moving parts on a daily and weekly basis at Roxborough Village MD. Our plan is to be on site weekly, driving our plans and interacting with homeowners. Our goal is to be an integral part of the community and be very interactive, driving value with the end goal of improving the homeowner experience.



A Structure Designed to Support

The team selected to maintain Roxborough Village MD has the skills and experience necessary to meet your specific needs and expectations. Below is what you can learn to expect from each of the team members in place to support you.

CLIENT SERVICE TEAM

Job Title	Job Responsibility
Field and Landscape Crews	<ul style="list-style-type: none"> Experienced landscape professionals at the heart of our company Strong focus on attention to detail. In charge of all groundwork that will take place on site, including mowing, blowing, edging, pruning, weeding and debris pick up. Fulfill all contractual obligations and are directed by the Production Manager and Account Manager.
Crew Leader	<ul style="list-style-type: none"> Ensures readiness of workers, tools, and materials Trains field personnel Performs and leads job specifications
Production Manager	<ul style="list-style-type: none"> Manages and schedules crews Ensures readiness of workers, tools and materials Maintains safe working conditions Trains field personnel Ensures delivery of job specifications and quality
Account Manager	<ul style="list-style-type: none"> Primary customer contact Accountable for customer satisfaction Ensures compliance to job specifications and quality
Branch Manager	<ul style="list-style-type: none"> Ensures quality and efficient landscape management for clients Consistently improves best practices within the service branch Leads and supports all branch personnel
Vice President & General Manager	<ul style="list-style-type: none"> Ensures quality and efficient landscape management for clients Responsible for supporting the entire market's successful operation



Meet Your Local Service Team...



Michael Crespín
Branch Manager

The best managers lead by example, and Mike is a great example of how great customer service, and a strong background in horticulture, equates to becoming a strong leader. Mike graduated with a degree in Landscape Architecture from Colorado State University. He has 14 years of experience in the industry and has been with BrightView for 12 years, starting out as an estimator. He has continued his career successfully with BrightView as an account manager and senior account manager leading and managing crews and has brought his field and client knowledge as well as his financial knowledge to his team as a branch manager.



Dennis Bedford
Account Manager

Dennis has been in the construction landscape industries for 13 years. Dennis graduated from Western Colorado University and New Mexico Highlands University with a BS in Business Management. Throughout her career, there have been many constants, Dennis has been involved in client services, quality control, operations management, and snow management services. He is focused on meeting the needs of his customers and the importance of their return on their landscape investments. Dennis is the current Account Manager for Roxborough Village MD.



Eduardo (Lalo) Zapata
Production Manager

Lalo has been in the landscape industry for 24 years and with BrightView for 16. He has had roles in maintenance as a crew member, crew leader and is now our senior production manager. Lalo is a huge asset to the team and has a wealth of industry knowledge that we rely on daily. Lalo is the current Production Manager for Roxborough Village MD



Meet Your Local Service Team...



Travis Coyle
Irrigation Manager

Travis has been in the landscape industry for 21 years. He has had roles in maintenance as an Assistant Golf Course Superintendent, Irrigation Tech and Irrigation Manager. Travis graduated from The Ohio State University with a BS in Agriculture/Turf Grass Science. Travis is a QWEL Certified Landscaper



Tyler Thompson
Enhancement Manager

Tyler has been in the landscape industry for 27 years and with BrightView for 18. He has had roles in maintenance as a crew leader and enhancement operations manager. Tyler graduated from Clark State with an Associates Degree in Nursery/Turf and Landscape/Golf Course Operations.



Tim Fenner
Senior Irrigation Tech

Tim Fenner had been in the landscape industry for 39 years. He has an associates degree in Architecture from A CC and started out as an irrigation estimator and designer. Tim has held other roles such as irrigation supervisor, irrigation tech and in-house grounds keeper at a major hospital. He is well versed in all thing's irrigation, from pumps and non-potable water to newer ET controllers. Tim has past and current history at RVMD and is a major asset to our team and to the Village. Tim has a black belt in Taekwondo and has been a teacher in this discipline.



Meet Your Local Service Team...



We will provide an irrigation tech to monitor and check the system for 560 hours. While there they will check the operation of the sprinkler zones, valves, heads and controllers. After the new controllers have been set up, programmed and are receiving data, they will monitor the controllers and adjust as needed. In addition to the weekly commitment, they will also assist Tim as needed on breaks, etc.

Irrigation Tech



Marcia has been in the landscape industry for 38 years and with BrightView for 36. She has had roles as a Landscape Architect, Maintenance Account Manager and Business Developer. Marcia graduated from Colorado State University with a BS in Landscape Architecture. She is a Licensed Landscape Architect, a Certified Landscape Technician, Certified Sustainable Landscape Manager, a LEED AP and has won industry awards in design. Marcia is our Sustainability go to and is passionate about the industry and her clients

Marcia Pryor
Business Developer



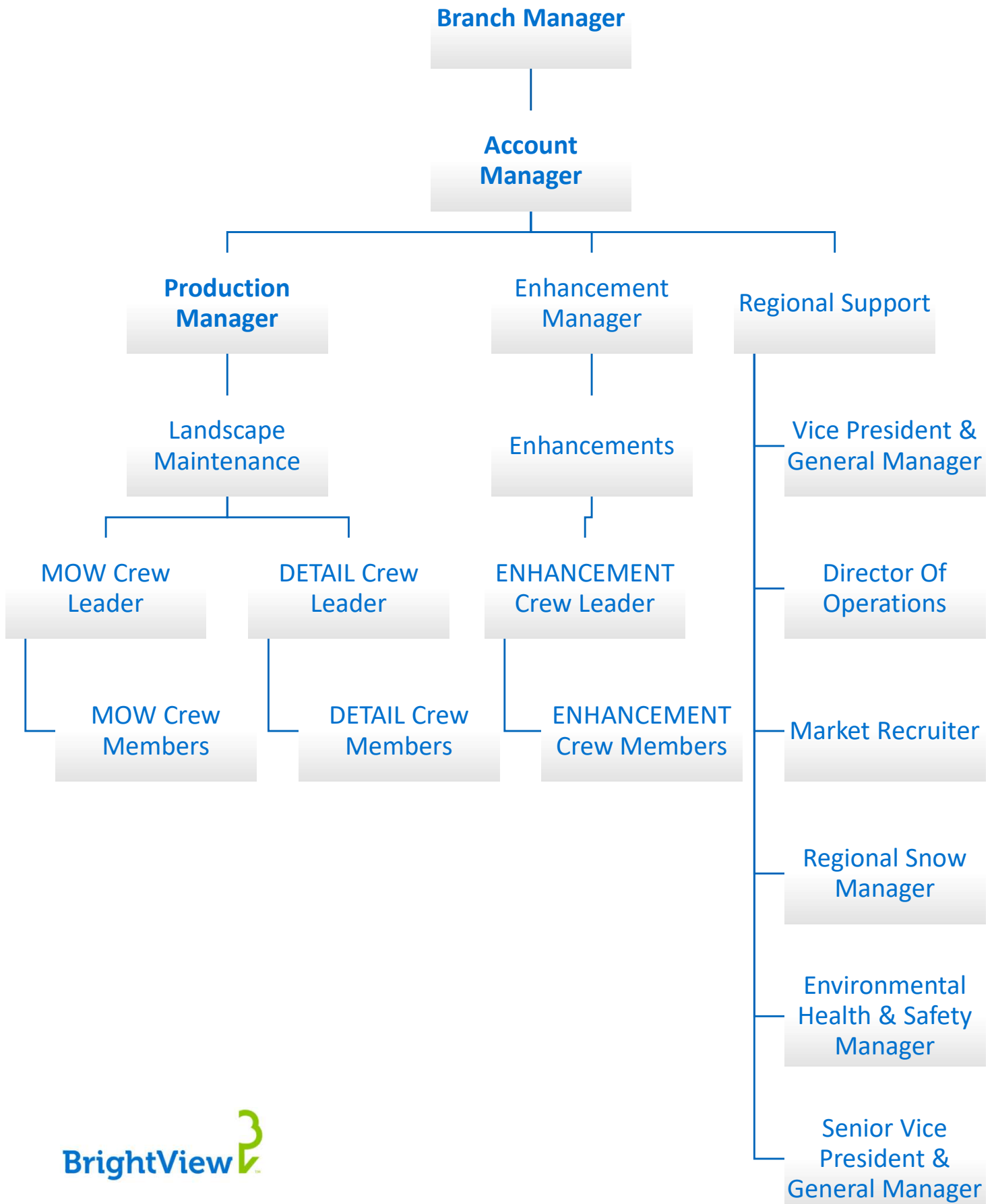
Jeremy has been in the landscape industry for 20 years and joined our BrightView team a year ago, from TruGreen. He has held roles in the industry that include spray tech – commercial – tree and turf and Chem Spray Manager (Regional). Jeremy holds a Pesticide Applicators Qualified Supervisor license. He manages our spray team and program for Colorado. Jeremy has history providing services at Wind Crest through TruGreen. He understand the site, irrigation water and the turf needs of Roxborough Village MD.

Jeremiah Congleton
Chem Spray Manager





...and Your Extended Service Team!





Etiquette & Professionalism

Our purpose is to take care of your residents, visitors, staff, guests, etc. of Sterling Ranch by delivering consistent excellence. Our team members take great pride in the work they do and the trusted relationships they foster, and that extends to the respect you can expect to see towards both people and property. Here are some ways we plan to take care of your residents, while taking care of this property.

Our Etiquette Practices

- Mow high priority areas first.
 - Eliminates the risk of injury
 - Eliminates distractions
- We practice the 25 Rule – within 25' feet from any pedestrian we stop and power down our equipment and acknowledge with a smile, wave, or hello
- Breaks are taken at high pedestrian and vehicle traffic times.
- Mow large open areas away from the buildings during peak traffic times.
- Do not mow close to occupied areas
- Look professional. All of our team members are equipped with uniforms

Professionals on the Job

- All team members will adorn a clean BrightView uniformed shirt
- When applicable, team members will also sport a BrightView hat
- All team members will wear Proper Personal Protective Equipment (PPE)
 - ANSI-Approved eye protection
 - Hearing protective devices
 - Class III safety vests
 - Safety toe boots



Our Employee Verification Process

BrightView confirms the eligibility of each and every employee at time of hire, through a web-based system E-Verify. Electronically comparing information provided by the employee to records available to the U.S. Department of Homeland Security (DHS) and the Social Security Administration (SSA), BrightView receives a response within seconds regarding the employee's eligibility. E-Verify is administered by SSA and U.S. Citizenship and Immigration Services (USCIS).



Ready, Trained and Enabled Crews on Your Site

As a service company, it is our belief that our deliverable quality of service starts with a safer, more knowledgeable, more efficient and more service-oriented team. BrightView has put together an extensive training and education program for the teams that will be taking care of Roxborough Village MD. This training and education is organized around a basic curriculum which we have outlined with a brief overview of each program. In addition to this formal training and education, BrightView will also be providing hands-on field training, cross training and mentorship on an ongoing basis.

Hazardous Communication

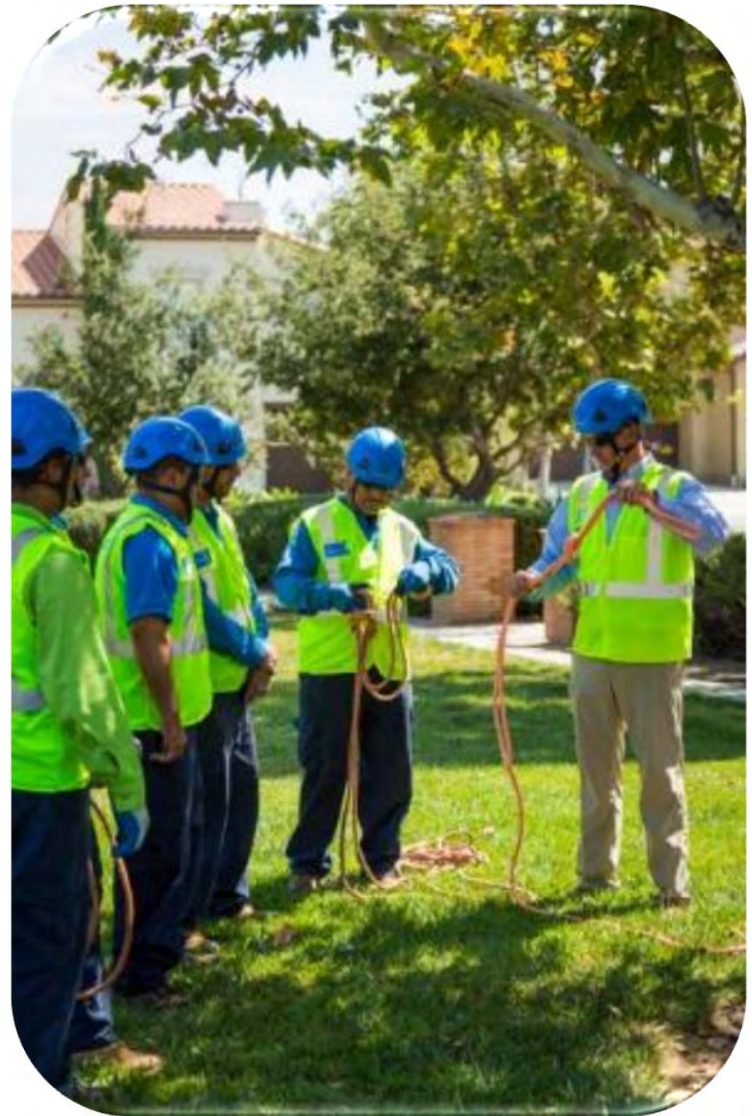
This program was developed to meet or exceed the requirements contained within OSHA CFR 1910.1200—Hazard Communication and any applicable state “Right-to-Know” laws and intended for all team members who may encounter hazardous chemicals through the course of their daily work.

Standard Production Methods

This program will be taught by our in-house training staff to teach our team members the best known methods of executing the fundamental landscape operations.

Horticultural Training

Levels I, II, and III - These three programs will be taught by our in-house horticulture staff. The classes will start with basic horticultural training such as proper pruning techniques and plant identification and then expand to over-integrated pest management and the diagnosis and treatment of unusual and complex problems which occur in the landscape.



Equipment Operation, Safety and Maintenance

This in-house program will provide detailed training and hands on instruction in the operation, safety and maintenance of all standard landscape equipment. Safety issues will be detailed in English and distributed in employee paychecks on a weekly basis. In addition, all supervisors will hold weekly tail-gate talks highlighting pertinent equipment operation, safety and maintenance issues.





Snow Management - A Critical Call to Action

We understand it is critical that your facilities are **accessible, presentable, and safe**. Our proposal outlines a comprehensive snow management plan to achieve these goals.

Our **Six Step Snow Service Process** will ideally begin in November. This process includes conducting an on-site evaluation, providing you with a snow plan for the year that identifies snow clearing areas, and mitigating potential areas of risk.

Snow Management services will begin November 1st, 2022, and continue through December 31st, 2023, of each snow season. During this time, BrightView will provide all resources including:

Labor

De-Icing Materials

Coordination and management

Site staking

Safety training

Reporting

Equipment and equipment staging

Event planning and communication

When the Storm Comes, So Does BrightView

BrightView will proactively advise you of all major weather events. Our service begins automatically when snow accumulation reaches the agreed upon trigger amount and will continue through the conclusion of the event. Our service includes the clearing of snow and the application of a de-icing materials on designated drive areas including parking, sidewalks, building entrances, emergency exits, and loading docks.





Planning to be Prepared

Pre-Season Walkthrough

At the beginning of each snow season, your BrightView team will walk the property with you to review the current state of the site, identify areas of concern, and discuss specific needs. The walkthrough helps us to:

- Document existing site conditions, including hazards, obstacles, constraints, etc.
- Set expectations based on the contract specifications and evaluation of the site
- Identify special areas, situations, or concerns
- Itemize site-specific processes (e.g., safety practices, order of operations, check-in)
- Define the communication process (e.g., notification, meetings, reports)
- Share emergency call process and contact list

Pre-Storm Preparation

BrightView has long made use of a “countdown” process that begins three days before an event. Triggered by our valued meteorological partners, this tested process helps ensure we are ready before the snow starts to fall.



72 Hours

Obtain initial forecast with our meteorological partner, check sand/salt and ice melt inventories, perform truck and spreader checklists, equipment checklists.



48 Hours

Begin storm specific battle plan, share updated forecast with client representative.



24 Hours

Notify equipment operators and labor, share updated forecast with client representative.



8-12 Hours

Finalize storm specific plan, share updated forecast with client representative, final notice to equipment operators and labor.

BrightView
Landscape Services





Timely & Accurate Snow Communication You Can Count On

As storms and inclement weather evolve our dedicated snow commander will dispatch resources accordingly based on logistical and geographic needs keeping in constant communication with our teams on the ground. These pertinent updates, along with real time photos of site conditions, forecasts, and expectations will be conveyed directly to your property management team keeping them abreast of current conditions and expected results.

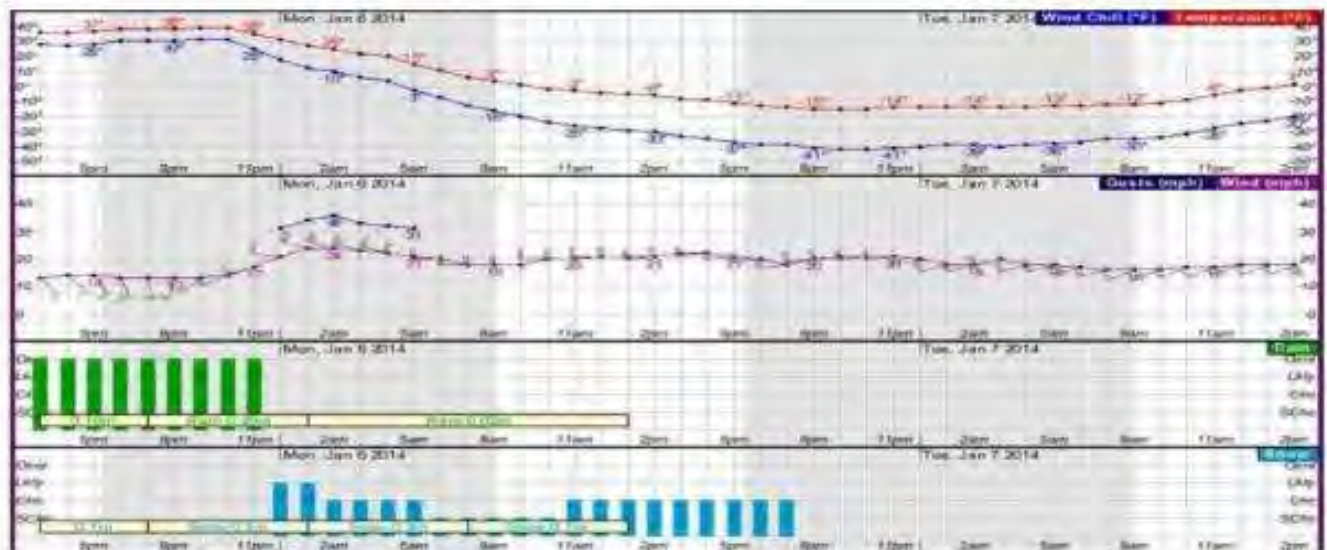
Sample of Pre-event Communication:

Good Afternoon,

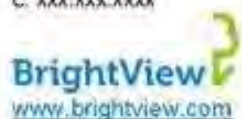
The system has shifted West a bit. This will cause warmer temps to encroach into Union & Delaware County, which has greatly reduced snowfall predictions. At this point, most of the precipitation is going to be rain. Forecast is stating that the rain will now switch to snow around 11PM. Total snowfall will be .25 -1 inch.

Due to this, we have adjusted our service plan. Crews will be monitoring properties tonight. We will be ready to service as needed, but it appears this may be a salting event. The extreme cold temperatures are still going to happen. Unfortunately, this is one aspect of the system that has not and is not going to change!!

Thank you – Be careful the next couple days. Stay Warm!!!



BrightView Account Manager
BrightView Landscape Services
P. xxx.xxx.xxxx
C. xxx.xxx.xxxx





Tools That Work for You and Us

Weather conditions can have a dramatic impact on your business, and on ours. BrightView partners with the National Oceanic and Atmospheric Administration (NOAA) and WeatherWorks, resources that use the most detailed and sophisticated weather prediction tools available, so we can accurately plan and ensure that your facility is always accessible.

Included with your snow communication and invoices you will receive certified weather data, ensuring you receive the level of service necessary for the weather conditions. Below is an example of a certified weather report from WeatherWorks you could expect to receive.



PO Box 7100
Hackettstown, NJ, 07840
Phone: 908-850-8600 | Fax: 908-850-8664
<http://www.weatherworksinc.com>

Certified Snowfall Totals™

Prepared Exclusively For BrightView 3835 St. Louis



Certifiedsnowfalltotals.com/lookup/

Report ID: 4RWQLJZ

Missouri: January 11th - 13th, 2019

Wintry-Mix on January 11 - 13

Snowfall began around 11 AM - 2 PM on the 11th, with periods of snowfall persisting until about 10 AM - 1 PM on the 12th. Temperatures were around 30 - 34 during the time of snowfall. Around 10 AM - 1 PM on the 12th, the snow transitioned to a rain, sleet/freezing and snow mix, which lasted through 6 PM - 9 PM on the 13th before the precip finally dissipated. Snow remained the dominant form of precip for much of the 13th however. Temperatures on the 12th were around 32 - 34, and dropped to 28 - 33 on the 13th.

Zipcode	City	Type	Total	Ice	Notes
63368	Dardenne	Wintry Mix	12.3"	0.00"	

Certification

WeatherWorks assures that the above Certified Snowfall Totals (CST)™ report is the result of a thorough analysis of meteorological data collected from both private and public sources. Our professionally trained CST™ analysts employ a scientific evaluation process, producing the most accurate and representative total for a location. WeatherWorks reserves the right to amend reports at any time upon further review and/or discovery of additional data.

About WeatherWorks: Since 1986, WeatherWorks has provided dependable meteorological services to thousands of clients in the private and public sectors by understanding the core principles and complexities of meteorology in addition to utilizing technological advances.





Competitive Snow Pricing That Fits Your Budget

We are committed to fulfilling the specific snow and ice management needs of Roxborough Village MD while providing the service you expect at a price point that fits your budget. BrightView will provide the following competitive pricing per specifications, as discussed.

Pedestrian Site Area(s)	Service Start Trigger
Private Sidewalks	2"
Public Sidewalks	2"
Ice Watch	As requested
Icemelt	As needed





Competitive Snow Pricing That Fits Your Budget – Exhibit B

SNOW REMOVAL RATES

Service or Equipment Item	Billing Unit (Per Hour, Application, Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
4x4 Pick-Up with 7.5 Foot Plow	Hour / Minimum 1 Hour	\$118	***** See below
Stake body with Plow	Hour / Minimum 1 Hour	\$118	
Tandem with Plow	Hour / Minimum 1 Hour	\$118	
Dump Truck – (size) #450	Hour / Minimum 4 Hours	\$180	
Ice Slicer / Sand Truck	Hour / Minimum 1 Hour	\$118	
Backhoe	Hour / Minimum 4 Hours	\$235	
Loader	Hour / Minimum 4 Hours	\$305	
ATV/Tool Cat with blade _{ATV}	Hour / Minimum 1 Hour	\$108	
Skid Steer with Pusher/plow	Hour / Minimum 1 Hour	\$158	
Skid Steer with Bucket	Hour / Minimum 1 Hour	\$158	
Front End Loader (any minimum)	Hour / Minimum 4 Hours	\$305	
Front End Loader with Pusher/Box (any minimum)	Hour / Minimum 4 Hours	\$305	
Snow Blower	NA	NA	
Supervisor	Hour / Minimum 1 Hour	\$75	
Laborer/Shoveling	Hour / Minimum 1 Hour	\$62	
Ice Slicer	Materials per ton Labor per Hour / Minimum 1 Hour	\$285 \$118	
Ice Melt	Materials per #50 bag Labor per Hour - Minimum 1 Hour	\$48 \$62	
Liquid Magnesium	NA	NA	
Standby Rate, Ice Watch Rate	Hour / Minimum 1 Hour	\$82	
Obstacle Identification Service	Hour / Minimum 1 Hour	\$8	
Identify Any other Service or Equipment not Listed			

Holiday rate is applicable on the following days: *** We do not charge extra for Holidays

Please note any other any other charges, minimums or costs for listed services



Competitive Snow Pricing That Fits Your Budget – Exhibit C

EMERGENCY SNOW REMOVAL RATES

For use in extreme snow/blizzard events, of 12 inches or greater accumulation in one 24-hour period.

Service or Equipment Item	Billing Unit (Per Hour, Application, Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
Mobilization time, portal to portal	See previous sheet		
Fueling Heavy Equipment	We do not charge extra for emergencies or holidays.		
4x4 Pick-Up with 7.5 Foot Plow	Standard rates apply		
Tandem with Plow			
Dump Truck – (size)			
Sand Truck			
Backhoe			
Loader			
ATV/Tool Cat with blade			
Skid Steer with Pusher/plow			
Skid Steer with Bucket			
Front End Loader (any minimum)			
Front End Loader with Pusher/Box (any minimum)			
Snow Blower			
Supervisor			
Laborer/Shoveling			
Ice Slicer			
Ice Melt			
Liquid Magnesium			
Standby Rate, Ice Watch Rate			
Obstacle Identification Service			
Identify Any other Service or Equipment not Listed			

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services



Snow Site Map





References

We have a very diverse group of clients who appreciate the commitment we make to them and the maintenance and enhancement of their assets. Below is an account of some of our most valued customers who will attest to the quality of our company and the quality of services they receive from us.

Heritage Hills Metro District

Lone Tree, CO

Denise Denslow – District Manager - CliftonLarsonAllen

303-265-7910

Denise.Denslow@claconnect.com

Sterling Ranch Metro District

Littleton, CO

Jessica Ehlen – Interim District and Community Manager – CCMC

720-717-0851

Jessica.Ehlen@sterlingranchcab.com

Sue Santos – Previous District and Community Manager – CCMC

Current Manager at Harmony Master HOA

720-776-3200

ssantos@ccmcnet.com

Park Meadows Metro District

Rampart Range Metro District

Lone Tree, CO

Denise Denslow – District Manager - CliftonLarsonAllen

303-265-7910

Denise.Denslow@claconnect.com



Client Testimonial

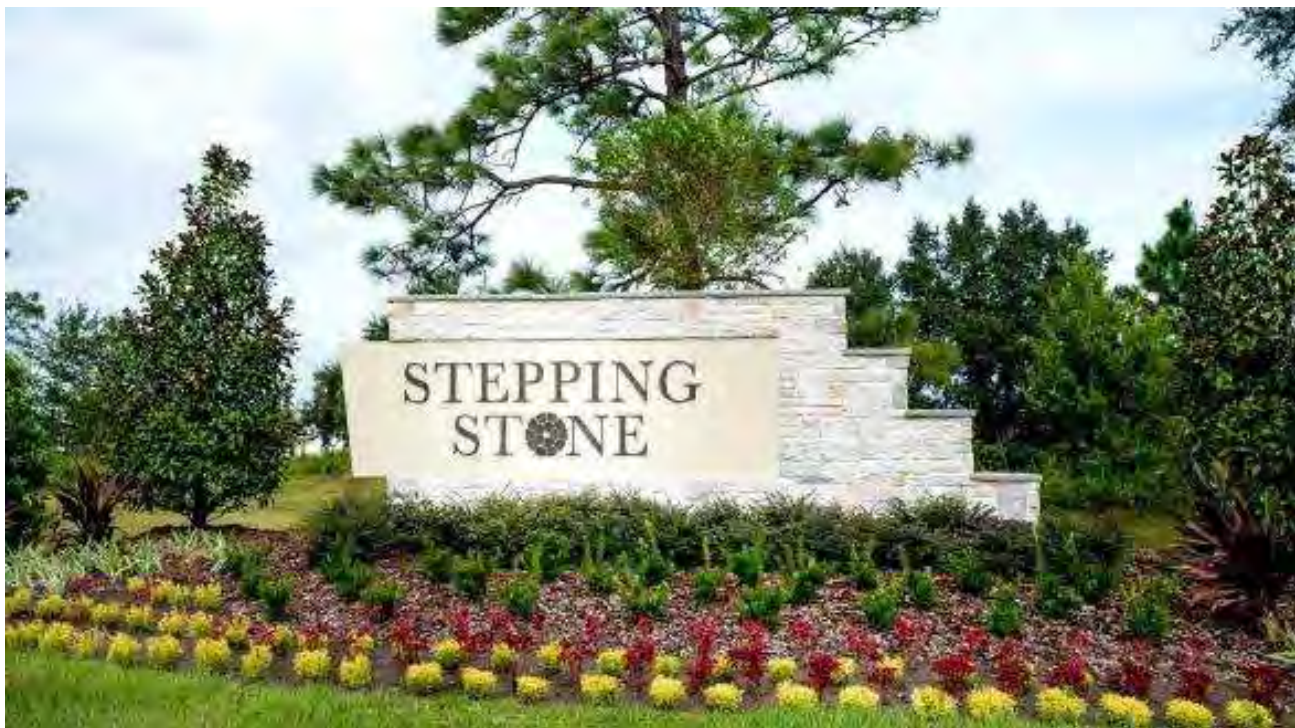
“BrightView accepted the landscape contract mid-season. After taking on an already distressed property, their first month was the hottest August on record, with less than half an inch of precipitation for the entire month. Their first day on site, the metro district informed the community of newly imposed watering restrictions. BrightView managed to repair the irrigation system and improve the overall condition of the landscaping. Within 6 weeks, the grass was green, trees were trimmed, and the property looked great. We look forward to a long-term partnership with BrightView.”

Stepping Stone Homeowners Association

Ben McDowell

Community Manager, Advance HOA

Ben.mcdowell@advancehoa.co



Certifications and Licenses

Irrigation Association Certified

ISA Certified Arborist

Chemical Applicators and Qualified Supervisor

PhDs Horticulture Professionals

Certified Landscape Technicians (CLT)

Snow & Ice Management Association (SIMA)

Backflow Certified Technicians

Landscape Irrigation Auditor

Driver Certification

LEED AP

Licensed Landscape Architects

Certified Landscape Manager

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY
10/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT PHONE (AC No. Est): (866) 283-7122 FAX (AC No.): (800) 363-0105	
	EMAIL ADDRESS:	
INSURED BrightView Enterprise Solutions, LLC 6530 W. Campus Oval, Suite 300 New Albany OH 43054 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	22667
	INSURER E: American Guarantee & Liability Ins Co	26247
	INSURER C:	
	INSURER D:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570076764885 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

VER	TYPE OF INSURANCE	ADD	SUB	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> (Federal/State/Local) Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			XSLG71076383 SIR applies per policy terms & conditions	10/01/2019	10/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H09093722	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIMIT <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> SED <input type="checkbox"/> RETENTION			AUC508596615	10/01/2019	10/01/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MAJOR EXCLUDED (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	N/A	WLRC50800179 WC - AOS SCPC50800192 WC - WI SIR applies per policy terms & conditions	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> GEN-ER EL EACH ACCIDENT \$2,000,000 EL DISEASE-EA EMPLOYEE \$2,000,000 EL DISEASE-POLICY LIMIT \$2,000,000
A	<input checked="" type="checkbox"/> Excess WC			WCUC50800180 Excess WC - OH SIR applies per policy terms & conditions	10/01/2019	10/01/2020	EL Each Accident \$2,000,000 EL Disease - Policy \$2,000,000 EL Disease - Ea Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER BrightView Landscape Services 6530 West Campus Oval, Suite 300 New Albany OH 43054 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
---	--



**Thank you again for the opportunity to
present our landscape proposal.**

**Should you have any questions, please
don't hesitate to call or email us:**

Marcia M. Pryor
Business Developer
720-732-7450
marcia.pryor@brightview.com





Snow Removal Quality Plan

Property Name: Roxborough Village Metro District
Focus Area: Snow Removal

1. SNOW REMOVAL QUALITY PLAN PURPOSE

Roxborough Village Metro District is classified by CDI as a HIGH PRIORITY site consisting of roughly a million square feet of serviceable walks. This site currently has a snow clearing scope of 2" for the parking lot and all Walks / Mailbox Kiosks. CDI is proposing our snow removal services in order to provide a safe snow season for Roxborough Village & Chatfield Farms residents. Our goal is to provide your property with one of our best snow captains that lives close to the area to ensure that all individuals working or visiting the site are satisfied with our services and consider CDI as the snow removal contractor of choice.

2. QUALITY MANAGEMENT METHOD

2.1 Quality Standards

As Colorado's largest self perform snow removal contractor, CDI is able to provide our clients with the knowledge that they are working with a company that has access to all the equipment and material resources needed to ensure our customers receive timely and well executed snow removal on their property. We have been in the snow removal business for over 20 years, and with decades of experience we know that our clients budgets are in our hands. We work efficiently with proper equipment and personnel.

2.2 Quality Equipment

Qualified as a HIGH PRIORITY account, Colorado Mills will be assigned all CDI-owned equipment which we estimate to include the below. As needs change and we become accustomed to the property we can adjust as necessary as well.

QTY	TYPE	IMPLEMENT
3 ea.	ATV	6' snow pusher
1 ea.	Plow Truck	Boss 8' w/ wings
8 ea.	Hand Labor	Snowblowers

This snow removal plan and equipment may be amended as current conditions require. If additional costs are associated with the augmentation, CDI will seek prior, written approval from customer.

2.3 Snow Captain Responsibilities

Your dedicated CDI Snow Captain, will be in charge of all operations regarding snow removal at Roxborough Village & Chatfield Farms. Dale Draper has worked for CDI for 6 years and has received high-praise from his previous and current clients. He will coordinate with all teams to ensure that we are performing the services that have been requested and will respond to corrections, problem spots, and issues in a timely manner. Dale will serve as the primary contact for your operations team and will be available at anytime to address any questions or comments.

3. SNOW REMOVAL QUALITY CONTROL

3.1 Property Deliverables

Milestone	Deliverable
Personnel Allocation	<ul style="list-style-type: none">• Snow Captain dedicated to this site• Area Manager as additional support• 12 operators
Equipment Commitment	<ul style="list-style-type: none">• Front End Loaders for snow piling and clearing large open areas.• Skid Loaders as support to plow trucks and front-end loaders• Plow Trucks to clear out tight locations and keep area clear during business operations• ATV to clear all perimeter and city walks when snowfall and timing dictates.
Service Commitment	<ul style="list-style-type: none">• Dispatch at trigger depth requirements with additional resources as needed for big events.• Our goal is to have area cleared by 7am for Target and main drive lanes.
Pretreatment Materials	<ul style="list-style-type: none">• If requested, Ice melt & Ice slicer will be applied prior to forecasted events
Communication Commitment	<ul style="list-style-type: none">• CDI will send weather reports before/during/after each storm event.• CDI's snow captain will report to District personnel when we are on site, current weather conditions, amount of current snowfall and when we will begin service for each event.• CDI will communicate when services have stopped and current conditions after each storm.• If additional services are requested by the District CDI will return to complete them ASAP.

4 ESCALATION PLAN

At any point (before, during or after) an event, you will be able to reach the following individuals:

Contact Order	Title	Name	Contact Phone Number
Level One	Snow Captain	TBD	TBD
Level Two	Area Manager	Dale Draper	303-304-2937
Level Three	Chief Operations Officer	Zacc Wair	303-917-5937

Customer to fill-out their preferred contact order below:

Property Contact	Title	Name	Contact Phone Number
Level One			
Level Two			
Level Three			

5 QUALITY PLAN APPROVALS

Prepared by: **Cory France**

CDInc - Director of Maintenance Operations

Date: ___/___/___

Approved by: _____

Title: _____

Print Name: _____

Date: ___/___/___



ENVIRONMENTAL CONTRACTOR

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Sedalia, Colorado 80135

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To: Roxborough Village Metro	Contact:
Address: Littleton, CO	Phone:
	Fax:
Project Name: Roxborough Village Metro - Snow - 2022-2023 (Standard Rates)	Bid Number: SNOW-8049
Project Location: Denver, CO	Bid Date: 9/1/2022
Addendum #: NA	

Service	Scope	Ice Mitigation	Service	Scope	Ice Mitigation
Parking Area/ Drive Lanes	2"	Required	Private Sidewalks	2"	Required

Other/Special Requirements _____

AGREEMENT TERMS: October 1, 2022 – May 31, 2023

Contractor proposes to provide all labor and materials necessary to complete snow and ice management in accordance with the following details, specifications and estimates.

Line #	Item Description	Estimated Quantity	Unit	Unit Price
1	4x4 Pickup With Plow	1.00	HR	\$125.00
2	Sand Truck	1.00	HR	\$125.00
3	ATV With Plow	1.00	HR	\$110.00
4	Zero-Turn With Plow	1.00	HR	\$110.00
5	Skidsteer With Plow	1.00	HR	\$155.00
6	Loader With Box Or Bucket	1.00	HR	\$295.00
7	Snow Blower	1.00	HR	\$95.00
8	Dump Truck	1.00	HR	\$160.00
9	Tractor With Plow	1.00	HR	\$295.00
10	Laborer	1.00	HR	\$68.00
11	Snow Captain Site Supervision	1.00	HR	\$78.00
12	Ice Slicer (Granular)	1.00	TON	\$275.00
13	Ice Melt	1.00	BAG	\$48.00

Notes:

- **Note:** The above stated rates are based on time and material. All services are charged portal to portal. There is a minimum charge of 1 hour per push for each piece of equipment used, and such minimum charge shall also include 1 hour of snow supervision and 1 bag (50 lb) ice melt and/or 1/2 ton ice slicer. Client agrees to pay Contractor for time and materials utilized by the contractor, including the minimum charge stated herein. Items listed above include the operator fee in the hourly rate.
- **Fuel Surcharge:** If fuel prices exceed \$4.00 per gallon for gasoline or \$4.50 per gallon for diesel, a surcharge of 8% will be charged on top of the above rates. Additionally, if material costs exceed more than 20% of quoted vendor price and/or cost at the beginning of the season, material prices will be adjusted to reflect such increases and Client agrees to pay the increase. **By signing this Contract, Contractor and Client agree to the above pricing, including this fuel surcharge.**
- **Snow Staking:** Staking of the site(s) will be billed at \$68 per hour, which includes materials. In the event that Client elects to not have the site(s) staked by Contractor prior to commencement of snow/ice removal, then Contractor shall not be responsible for any damage to the site which occurs as a result of snow/ice removal operations.
- **Terms and Conditions.**
- 1. Contractor will furnish labor, materials, supervision and necessary equipment to perform snow/ice removal services as set forth on page one. Services will be provided for length of time specified in "agreement term." Contractor will provide only the services outlined and only at the locations ("site(s)") referenced on page one.
- 2. Contractor will not be responsible for anything that is not included on page one of this Contract. Contractor shall not be held responsible for any damage resulting from Client's (or its agent's) lack of or improper staking of the site(s). If Contractor provides land marking at the site(s), Contractor shall be responsible for items that are damaged by Contractor that have been land marked and will repair, replace, or credit client for such damages which were not present prior to contracted services. However, in order for this provision to apply, Contractor must be notified by Client in writing within 48 hours of such damage occurring, otherwise, any claim for such damage is irrevocably waived by Client.



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To: Roxborough Village Metro	Contact:
Address: Littleton, CO	Phone:
	Fax:
Project Name: Roxborough Village Metro - Snow - 2022-2023 (Standard Rates)	Bid Number: SNOW-8049
Project Location: Denver, CO	Bid Date: 9/1/2022
Addendum #: NA	

- 3. Contractor shall not be liable for untimely notice of accumulation by Client for snow removal (Unless this is a tolerance based contract). Neither will Contractor be liable for any damages resulting from Client's failure to timely or appropriately request services from Contractor.
- 4. Contractor reserves the right to stop work, with or without notice, if Client does not pay each invoice in full within ten (10) days of the invoice date. In the event that Contractor stops work under this provision, Contractor shall have no obligation to maintain, care for, or provide any service for the site(s) unless and until all of Client's outstanding account is brought current. While Contractor has no responsibility for the sites(s), Contractor shall not be liable for any injuries to Client or to any invitee, guest, or licensee of Client related to accumulation or other hazardous conditions on the site(s). Further, Client acknowledges and agrees that Contractor has the right to record a mechanic's lien against any real property for which Contractor provides the services hereunder.
- 5. Client further agrees to pay Contractor a finance charge of 1.75% per month (21% per annum) for any amount which is not paid in full within fifteen (15) days of the invoice date. Client shall also pay Contractor's fees incurred in association with collection including, but not limited, to attorneys' fees, collection agency fees, and court costs.
- 6. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Any controversy or claim arising out of or relating to this contract shall be settled by Med-Arb, as defined in C.R.S. § 13-22-302 (mediation/arbitration) or in a court of competent jurisdiction in the State of Colorado, County of Douglas, at Contractor's sole discretion. If Med-Arb is selected by Contractor, then Contractor and Client shall mutually agree upon a mediator/arbitrator, or if they cannot agree, then Contractor shall select from a list of American Arbitration Association arbiters in Denver, Colorado. If applicable, Med-Arb shall be under the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association and shall take place in Denver, Colorado. Any settlement agreement shall include reasonable attorney fees and costs incurred by the successful party plus interest at the legal rate. Judgment may be entered upon any such award in any Court of competent jurisdiction, which shall be final and binding upon the parties. **EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS CONTRACT**
- 7. To the extent allowed by law, Contractor shall not be responsible or liable to Client or to any third-party for any damages to existing walks, curbs, driveways, speed bumps, expansion joints, rubber-coated decks, cesspools, septic tanks, utility lines, sprinkler systems, arches, shrubs, lawn, trees, or other personal property, appurtenances or improvements, or for any damage to the site(s) itself (collectively "Damages"), except in the case of Contractor's gross negligence. Client shall indemnify, defend and hold Contractor harmless for any and all Damages caused by Client or any of its agents, employees, suppliers, vendors, assigns, or anyone under Client's direction, permission or control.
- 8. If, after Contractor has declared the work completed, Client claims that work still remains to be done, Client shall give Contractor reasonable (in time and amount of detail) notice and opportunity to complete the work before proceeding to hire any other entity to complete the services. Upon Contractor's completion of any corrective work claimed by Client, Contractor shall be entitled to payment of the full of the Contract Price then remaining due.
- 9. This Contract may be amended by a written change order or other agreement signed by both parties, or by Client requesting additional services be performed, Contractor performing said services, and Client accepting such work from Contractor.
- 10. This Contract constitutes the entire contract between the parties and neither party shall be bound by any oral statements or representation by any party or agent
- 11. No action arising from or related to the Contract, or the performance thereof, shall be commenced by either party against the other more than one year after the completion or cessation of work under this Contract. This limitation applies to all actions of any character, whether a law or in equity, and whether sounding in contract, tort, or otherwise.
- 12. Contractor agrees to complete its work under this Contract in a good and workmanlike manner, but is not responsible for failures or defects which result from work done by others.
- 13. Contractor shall not be liable for any claim, loss, expense, damage or cause of action resulting in any matter whatsoever, directly or indirectly, from weather conditions, unless such claim is caused by negligence of Contractor.
- 14. In the event CDI mobilizes on a Holiday, as defined below, all rates are doubled. "Holidays" shall consist of the following days/times:
 - Thanksgiving Day 12:01 am – 11:59 pm
 - Christmas Day 12:01 am – 11:59 pm
 - New Years' Day 12:01 am – 11:59 pm
- 15. Client understands and agrees that Contractor's response time will be affected by events beyond Contractor's control (e.g. governmental emergency, equipment failure, unusually severe weather conditions, etc.) Client further understands that response time will be affected by Contractor's ability to travel to the site(s), and that Contractor may be delayed or even prevented from reaching the site(s). Client also acknowledges that the rate of snowfall and wind conditions dramatically affect snow/ice management operations. Accordingly, Client agrees that Contractor shall not be held to any specific level of performance, other than it shall make a reasonable, good faith effort to complete the work specified herein.



ENVIRONMENTAL CONTRACTOR

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To: Roxborough Village Metro	Contact:
Address: Littleton, CO	Phone:
	Fax:
Project Name: Roxborough Village Metro - Snow - 2022-2023 (Standard Rates)	Bid Number: SNOW-8049
Project Location: Denver, CO	Bid Date: 9/1/2022
Addendum #: NA	

- 16. At no time will Contractor be liable for personal injury or property damage caused by changing winter weather conditions before, during or after the snow/ice removal has been completed.
- 17. Contractor may terminate this Contract at any time, upon ten (10) work days' written notice to Client, for non-payment and may terminate this Contract at any time, upon fifteen (15) work days' written notice to Client, for any other reason. Client may terminate this Contract upon fifteen (15) work days' written notice to Contractor if Contractor fails to cure or take reasonable steps to cure any defaults under this Contract within seven (7) work days of Contractor's receipt of written notice from Client specifying the alleged defaults.
- 18. Client understands and acknowledges that Contractor's crews may not work safely in blizzard or blizzard-like conditions, or if temperatures and/or wind conditions make the wind chill factor below 20 degrees Fahrenheit. Client understands that Contractor reserves the right to have its crew(s) cease working in such conditions.
- 19. If any provision of this Contract is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 20. Whenever any provision of this Contract requires the giving of written notice, such notice shall be delivered to Client at the address stated on page one, or to Contractor at: CDI, 5585 Airport Rd, Sedalia, CO 80135, [INSERT EMAIL]. The notice shall be effective as of the date of personal delivery or email delivery, or on the fifth day after mailing (which mailing must be certified mail, postage prepaid and return receipt requested).

ACCEPTANCE OF CONTRACT

- The undersigned representative of Client hereby acknowledges, represents and warrants to Contractor that: i) he/she is authorized to represent Client with respect to this Contract and has been authorized to sign on Client's behalf; ii) Client is the owner of the site(s) listed on page one of this Contract ("Owner"), or is the authorized representative of the Owner and has the authority to enter into this Contract on behalf of Owner; iii) HE/SHE HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS PROPOSAL, iv) he/she has received from Contractor a completed copy of this Contract, including the Job Estimate, if applicable, v) in consideration of the products, materials and services to be provided by Contractor, he/she accepts the terms and conditions of the Contract in its entirety and, on behalf of Client and Owner, authorizes Contractor to acquire the
- Billing Contact Info:
Contact Name and Phone Number _____
Email _____
Company information, (If different than proposal header) _____

Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Jamie Salisbury 303.241.1853 jamies@cdi-services.com</p>
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Service	Scope	Ice Mitigation	Service	Scope	Ice Mitigation
Parking Area/ Drive Lanes	2"	Required	Private Sidewalks	2"	Required

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5	Skidsteer With Plow	1.00	HR	\$310.00
6	Loader With Box Or Bucket	1.00	HR	\$590.00
7	Snow Blower	1.00	HR	\$190.00
8	Dump Truck	1.00	HR	\$320.00
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Notes:

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- **Terms and Conditions.**
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Project Name: Roxborough Village Metro - Snow - 2022-2023 (Holiday Rates)	Bid Number: SNOW-8049
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- 4. Contractor reserves the right to stop work, with or without notice, if Client does not pay each invoice in full within ten (10) days of the invoice date. In the event that Contractor stops work under this provision, Contractor shall have no obligation to maintain, care for, or provide any service for the site(s) unless and until all of Client's outstanding account is brought current. While Contractor has no responsibility for the sites(s), Contractor shall not be liable for any injuries to Client or to any invitee, guest, or licensee of Client related to accumulation or other hazardous conditions on the site(s). Further, Client acknowledges and agrees that Contractor has the right to record a mechanic's lien against any real property for which Contractor provides the services hereunder.
- 5. Client further agrees to pay Contractor a finance charge of 1.75% per month (21% per annum) for any amount which is not paid in full within fifteen (15) days of the invoice date. Client shall also pay Contractor's fees incurred in association with collection including, but not limited, to attorneys' fees, collection agency fees, and court costs.
- 6. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Any controversy or claim arising out of or relating to this contract shall be settled by Med-Arb, as defined in C.R.S. § 13-22-302 (mediation/arbitration) or in a court of competent jurisdiction in the State of Colorado, County of Douglas, at Contractor's sole discretion. If Med-Arb is selected by Contractor, then Contractor and Client shall mutually agree upon a mediator/arbitrator, or if they cannot agree, then Contractor shall select from a list of American Arbitration Association arbiters in Denver, Colorado. If applicable, Med-Arb shall be under the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association and shall take place in Denver, Colorado. Any settlement agreement shall include reasonable attorney fees and costs incurred by the successful party plus interest at the legal rate. Judgment may be entered upon any such award in any Court of competent jurisdiction, which shall be final and binding upon the parties. **EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS CONTRACT**
- 7. To the extent allowed by law, Contractor shall not be responsible or liable to Client or to any third-party for any damages to existing walks, curbs, driveways, speed bumps, expansion joints, rubber-coated decks, cesspools, septic tanks, utility lines, sprinkler systems, arches, shrubs, lawn, trees, or other personal property, appurtenances or improvements, or for any damage to the site(s) itself (collectively "Damages"), except in the case of Contractor's gross negligence. Client shall indemnify, defend and hold Contractor harmless for any and all Damages caused by Client or any of its agents, employees, suppliers, vendors, assigns, or anyone under Client's direction, permission or control.
- 8. If, after Contractor has declared the work completed, Client claims that work still remains to be done, Client shall give Contractor reasonable (in time and amount of detail) notice and opportunity to complete the work before proceeding to hire any other entity to complete the services. Upon Contractor's completion of any corrective work claimed by Client, Contractor shall be entitled to payment of the full of the Contract Price then remaining due.
- 9. This Contract may be amended by a written change order or other agreement signed by both parties, or by Client requesting additional services be performed, Contractor performing said services, and Client accepting such work from Contractor.
- 10. This Contract constitutes the entire contract between the parties and neither party shall be bound by any oral statements or representation by any party or agent
- 11. No action arising from or related to the Contract, or the performance thereof, shall be commenced by either party against the other more than one year after the completion or cessation of work under this Contract. This limitation applies to all actions of any character, whether a law or in equity, and whether sounding in contract, tort, or otherwise.
- 12. Contractor agrees to complete its work under this Contract in a good and workmanlike manner, but is not responsible for failures or defects which result from work done by others.
- 13. Contractor shall not be liable for any claim, loss, expense, damage or cause of action resulting in any matter whatsoever, directly or indirectly, from weather conditions, unless such claim is caused by negligence of Contractor.
- 14. In the event CDI mobilizes on a Holiday, as defined below, all rates are doubled. "Holidays" shall consist of the following days/times:
 - Thanksgiving Day 12:01 am – 11:59 pm
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- 15. Client understands and agrees that Contractor's response time will be affected by events beyond Contractor's control (e.g. governmental emergency, equipment failure, unusually severe weather conditions, etc.) Client further understands that response time will be affected by Contractor's ability to travel to the site(s), and that Contractor may be delayed or even prevented from reaching the site(s). Client also acknowledges that the rate of snowfall and wind conditions dramatically affect snow/ice management operations. Accordingly, Client agrees that Contractor shall not be held to any specific level of performance, other than it shall make a reasonable, good faith effort to complete the work specified herein.



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Project Location: Denver, CO	Bid Date: 9/1/2022
Addendum #: NA	

- 16. At no time will Contractor be liable for personal injury or property damage caused by changing winter weather conditions before, during or after the snow/ice removal has been completed.
- 17. Contractor may terminate this Contract at any time, upon ten (10) work days' written notice to Client, for non-payment and may terminate this Contract at any time, upon fifteen (15) work days' written notice to Client, for any other reason. Client may terminate this Contract upon fifteen (15) work days' written notice to Contractor if Contractor fails to cure or take reasonable steps to cure any defaults under this Contract within seven (7) work days of Contractor's receipt of written notice from Client specifying the alleged defaults.
- 18. Client understands and acknowledges that Contractor's crews may not work safely in blizzard or blizzard-like conditions, or if temperatures and/or wind conditions make the wind chill factor below 20 degrees Fahrenheit. Client understands that Contractor reserves the right to have its crew(s) cease working in such conditions.
- 19. If any provision of this Contract is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 20. Whenever any provision of this Contract requires the giving of written notice, such notice shall be delivered to Client at the address stated on page one, or to Contractor at: CDI, 5585 Airport Rd, Sedalia, CO 80135, [INSERT EMAIL]. The notice shall be effective as of the date of personal delivery or email delivery, or on the fifth day after mailing (which mailing must be certified mail, postage prepaid and return receipt requested).

ACCEPTANCE OF CONTRACT

- The undersigned representative of Client hereby acknowledges, represents and warrants to Contractor that: i) he/she is authorized to represent Client with respect to this Contract and has been authorized to sign on Client's behalf; ii) Client is the owner of the site(s) listed on page one of this Contract ("Owner"), or is the authorized representative of the Owner and has the authority to enter into this Contract on behalf of Owner; iii) HE/SHE HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS PROPOSAL, iv) he/she has received from Contractor a completed copy of this Contract, including the Job Estimate, if applicable, v) in consideration of the products, materials and services to be provided by Contractor, he/she accepts the terms and conditions of the Contract in its entirety and, on behalf of Client and Owner, authorizes Contractor to acquire the
- Billing Contact Info:
Contact Name and Phone Number _____
Email _____
Company information, (If different than proposal header) _____

Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Jamie Salisbury 303.241.1853 jamies@cdi-services.com</p>
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With us, it's personal.™

July 23, 2020

Dear Madam/Sir:

Richmond American Homes of Colorado, Inc. has had a storied relationship with CDI for over 15 years. Their complete line of services offerings is utilized by Richmond from Commercial Landscape, Erosion Control, Reclamation, Monumentation and even Snow Removal exceeding \$10,000,000 annually.

As it specifically relates to snow removal, CDI is the best contractor Richmond Homes has ever contracted. They dedicate a Snow Captain to each development and mobilize personnel that are extremely familiar with our property which minimizes response times and maximizes quality. During extreme events, CDI will mobilize larger pieces of equipment to keep our streets clear.

Due to the size and capacity of CDI's snow removal operation, we get the highest-level of service we've ever received. Without reservations, I highly recommend CDI.

Sincerely,

A handwritten signature in black ink that reads 'Eric R. Kubly'. The signature is fluid and cursive, with the first and last names being the most prominent.

Eric Kubly
Senior Vice President, Land Development
Richmond American Homes
(720) 977-3862 Office
Eric.Kubly@mdch.com



7/27/2020

RE: Snow services for the Streets at SouthGlenn

Hello:

The Streets at SouthGlenn is a multiuse open-air development. Our 77 acre campus marries 1 million sf. of retail, office, and residential. This center has a neighborhood character that promotes community along with shopping, dining and lifestyle.

Our diverse campus clientele requires the highest of standards including but not limited to our Snow mitigation services. Since my tenure here I have seen CDI marshal the resources of varied equipment from hand shovelers to bobcats, plows, and pushers meeting the needs of the changing events while prioritizing the high profile trafficked areas.

CDI has done a magnificent job of this the past three years they've serviced our account. They have quickly responded to the on demand service calls and communicate issues as they arise.

I highly recommend CDI if you're looking for a locally-owned, dependable snow removal contractor. They'll work extremely hard for you.

Sincerely,

Thomas Gendreau

Senior Asset Manager

Alberta Development Partners, LLC

6851 South Gaylord St. Suite 200

Centennial, CO 80122

303-539-7141



April 8, 2021

Stanford W. Slifer, Vice President
CDI
5585 West Airport Road
Sedalia, Colorado 80135

Re: 2020/2021 Season

Dear Stan:

As we wrap up the 2020/2021 snow removal season, I wanted to reach out to you to comment on the performance of your staff. I have been involved in commercial property management for over 30 years now and have had a variety of contractors at my buildings doing snow removal.

The snow removal requirements at Quebec Court are zero tolerance, with the tenant in the building 24/7. Since CDI has been our snow removal contractor, (for the past four years) we have had NO complaints from the tenant or their employees. Your crew was spot-on and communicated consistently with the building engineer and responded to any special requests quickly.

This is the second year that CDI has maintained Park Ridge One and your crew leader, Curtis Price, made my job easy; his ongoing communications throughout the storms were informative and timely. This was the first year the new tenant has been in the building and they have very high expectations; we did not receive one complaint regarding snow removal. I was taken by surprise when, while the crew was working on the site, a stop sign was knocked down by the snowplow; Curtis reached out to me before the sun was up so I could notify the tenant and the sign was replaced by CDI in a matter of days. Typically, we would have to notify a contractor that the sign had been knocked down, and replacement would take weeks.

It has been a pleasure working with you and your team!

Best regards,

Tina Richards

Tina Richards
Senior Portfolio Manager
Transwestern



4600 S Syracuse Street
Suite 180
Denver, CO 80237
Tel +1 303 221 4644
Fax +1 303 221 4664
cushmanwakefield.com

To Whom It May Concern:

Cushman and Wakefield operates out of 300 offices in over 70 countries worldwide. We are a leading global real estate services firm that helps transform the way people work, shop and live.

Our Colorado properties experience all four seasons which can pose challenges to property managers and facility engineers all over our state. When the winter season hits, we rely on CDI's Snow & Ice Management Team to help us combat the adverse weather conditions.

Primarily focused in south Denver, CDI's scope has grown from 1 property in 2016, to 7 properties in 2017 to 10+ properties (totaling over 1 million s.f. of parking lot and 100,000 s.f. of walkways) in 2020 on our Commercial, Class-A classifications. Because of CDI's dependability, awareness of our budgets, and timely communication, we would highly recommend working with CDI and will continue to bid CDI on more properties all over the front range in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jenifer McNally", with a long, sweeping flourish extending to the right.

Jenifer McNally
Senior Property Manger



Consolidated Divisions Inc.

5585 West Airport Road
Sedalia, Colorado 80135
303-471-1522 303.470.3197
✉ Sales@cdi-services.com

October 5th, 2022

Snow Removal & Maintenance References

Thomas Gendreau

Senior Acct. Manager – Alberta Development Partners LLC

Location: Streets at SouthGlenn (Mixed use campus: Living, Retail, Open-air Market)

Scope: Snow Removal

Size: 2.4M s.f. of drive lanes & parking lots, 350,000 of sidewalks

Value: \$700,000

tgendreau@albdev.com

303.539.7141

Martin Lyles

Regional Vice President & General Manager of Southlands

Location: Southlands Outdoor Mall

Size: 2.5M+ s.f. of drive lanes; 400,000 s.f. of sidewalks

Value: \$1,250,000

mliles@wilkow.com

303-720-1844

Danny Smith

Engineering/Public Works Director – Town of Parker, CO

Location: Dispatch 20 pieces of equipment to the Town of Parker, CO when they receive >6” of snow

Size: 520 centerline miles of residential communities & Main St. business plowed

Scope: Snow Removal

Value: \$200,000

pdsmith@parkeronline.org

303.805.3229

Ann Finn

District Manager – Special District Management Services

Location: 10 districts for SDMSI throughout the Denver Metro Area

Size: 500,000 s.f. of drive lanes; 650,000 of sidewalks/driveways; with a combined total of +/- 4,000 homes/units for Landscape Maintenance & Snow Removal

Value: \$450,000.00

afinn@sdmsi.com

303-987-0835





IRON CROSS

SERVICES

Proposal for: Roxborough Village Metropolitan District
Snow Removal Services
Date: 10/06/22

Acknowledgement: We have read and understand the full scope of work that is requested in this RFP. We are prepared to perform the full scope of work as requested in the RFP documents. We have no potential conflicts of interest to disclose, and we are fully prepared to service all needs of this RFP during the contractual timeframe as stated.

Experience and Capabilities:

1. Iron Cross was born as a snow removal company over a decade ago. We specialize in high volume, high efficiency, low tolerance snow removal. We have since grown to include commercial trucking and landscaping. At Iron Cross, we take a proactive approach with our clients and believe that communication is vital.
2. Iron Cross services many types of clients ranging from large shopping centers, industrial warehouses, office campuses, and hospitals. We successfully fulfill all their unique set of needs and requirements.
 - a. Good Samaritan Hospital – Lafayette, CO
 - i. Approximately 50-acre campus comprised of 5 distinct buildings, approximately 8 miles of walks, 24-hour emergency room, helipad, and 20 entrances.
 - ii. Approx. value \$500,000.00 per snow season
 - iii. The entire site operates on a zero tolerance 24/7 during snow event regardless of holidays.
 - iv. Servicing since 2019
 - b. Oracle Office Campus – Broomfield, CO
 - i. Approximately 40 office campuses with 14 buildings, 5 miles of sidewalk and walking area, and 2-acre courtyard that is serviced by hand only.
 - ii. Approx. value \$350,000.00 per snow season
 - iii. Servicing since 2018 with 2021 and 2022 being non-service years due to COVID.
 - c. Streets at Southglenn – Littleton, CO
 - i. The Streets is one of Colorado's premiere outdoor shopping centers. It sits on 40 acres and includes a grocery store, clothing stores, restaurants, bars, a movie theater, and elevated parking.
 - ii. Approx. value \$900,000.00 per season
 - iii. Serviced 2017-2020
3. We believe that communication and transparency are key factors to every successful partnership. Quality control is achieved through the creation of Standard Operating Procedures, detailed workflow, and competent supervision. We have also implemented GPS and sharable geofencing. It is our belief that seasoned snow veterans are some of the most creative problem solvers due to the nature of the business. Snow is a very dynamic profession. Our on-site supervisors are empowered to make decisions and changes that best suit any environment, knowing that senior management of ICSC is available 24/7 to act as a sounding board or provide additional leadership if needed. We will provide multiple points of contact for the Roxborough staff to access. This will range from the dedicated onsite supervisor, the area supervisor, and senior leadership.

4. Our qualifications come by experience and training from organizations such as SIMA and ASCA, both of which are snow industry organizations dedicated to the growth and education of the snow removal industry. ICSC has many years of experience in maintaining perpetual snow removal operations indefinitely. Our crews are dedicated to specific sites which eliminates getting behind on any given project. Our equipment is staged on site along with all necessary tools and product. We also maintain mobile mechanics to minimize down time in the event of equipment failure along with its own mobile fueling equipment. We currently staff 250-300 hand laborers for the winter season along with plow trucks, spreader trucks, skid steers, and loaders all manned by seasoned professionals.
5. ICSC has always believed that one size does not fit all, and it takes extreme care and planning to allow for flexible work size to allow for ups and downs. As an industry leader, we have strategic partnerships in the industry that allows ICSC to grow as needed. Our 30 plus years of relationships have allowed us to access manpower and equipment as needed.

Management Approach:

6. ICSC takes a total site management approach to all its sites. We believe in creating an SOP and pivoting as needed. Our on-site supervisors are well versed with the conditions and expectations along with the contractual obligations necessary.
 - a. On-Site Supervisor
 - i. Austin Meinen
 - ii. 303-810-4428
 - iii. austin@ironcrossservices.com
 - b. Senior Leadership
 - i. Todd Kennell
 - ii. 303-809-7504
 - iii. todd@ironcrossservices.com
 - c. Compliance and Billing Support
 - i. Courtney Few
 - ii. 678-361-3933
 - iii. courtney@ironcrossservices.com
7. ICSC staff snow removal sites at 80% capacity, meaning we consistently have additional capacity from other sites to reprioritize to accommodate for sick staff or staff call-outs.
 - a. ICSC engages with multiple weather forecasting systems to stay up to date and anticipate possible snow events. Our staff understands the importance of snow and the impact it has on everyone. Even given unpredictable weather, our typical response time is less than 2 hours given the location of Roxborough and its location to our dispatch facilities. Additionally,

equipment is staged on site for the season in order to decrease response time in unpredictable events.

- b. In the event of excessive snow, ICSC often errs on the side of being over prepared by securing additional resources ahead of time. ICSC maintains and owns its own fleet of tandems and side dumps to haul, relocate, and dispose of snow in excessive snow events.

EXHIBIT B

SNOW REMOVAL RATES

Service or Equipment Item	Billing Unit (Per Hour,Application,Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
4x4 Pick-Up with 7.5 Foot Plow	per hour	\$ 125.00	\$ 125.00
Stake body with Plow	per hour	\$ 125.00	\$ 125.00
Tandem with Plow	per hour	\$ 185.00	\$ 185.00
Dump Truck – (size)	per hour	\$ 130.00	\$ 130.00
Sand Truck	per hour	\$ 125.00	\$ 125.00
Backhoe	per hour	\$ 225.00	\$ 225.00
Loader	per hour	\$ 250.00	\$ 250.00
ATV/Tool Cat with blade	per hour	\$ 90.00	\$ 90.00
Skid Steer with Pusher/plow	per hour	\$ 135.00	\$ 135.00
Skid Steer with Bucket	per hour	\$ 135.00	\$ 135.00
Front End Loader (any minimum)	per hour	\$ 250.00	\$ 250.00
Front End Loader with Pusher/Box (any minimum)	per hour	\$ 250.00	\$ 250.00
Snow Blower	per hour	\$ 75.00	\$ 75.00
Supervisor	per hour	\$ 85.00	\$ 85.00
Laborer/Shoveling	per hour - 4 hr min	\$ 54.00	\$ 54.00
Ice Slicer	per ton - 2 ton min	\$ 325.00	\$ 325.00
Ice Melt	per lb	\$ 1.10	\$ 1.10
Liquid Magnesium	per gallon	\$ 3.25	\$ 3.25
Standby Rate, Ice Watch Rate	per hour	\$ 85.00	\$ 85.00
Obstacle Identification Service	per stake	\$ 7.50	\$ 7.50
Identify Any other Service or Equipment not Listed			

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services

EXHIBIT C

EMERGENCY SNOW REMOVAL RATES

For use in extreme snow/blizzard events, of 12 inches or greater accumulation in one 24-hour period.

Service or Equipment Item	Billing Unit (Per Hour,Application,Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
Mobilization time, portal to portal	each	\$ 1,000.00	\$ 1,000.00
Fueling Heavy Equipment	per hour	\$ 125.00	\$ 125.00
4x4 Pick-Up with 7.5 Foot Plow	per hour	\$ 185.00	\$ 185.00
Tandem with Plow	per hour	\$ 225.00	\$ 225.00
Dump Truck – (size)	per hour	\$ 225.00	\$ 225.00
Sand Truck	per hour	\$ 225.00	\$ 225.00
Backhoe	per hour	\$ 275.00	\$ 275.00
Loader	per hour	\$ 325.00	\$325.00
ATV/Tool Cat with blade	per hour	\$ 185.00	\$ 185.00
Skid Steer with Pusher/plow	per hour	\$ 185.00	\$ 185.00
Skid Steer with Bucket	per hour	\$ 185.00	\$ 185.00
Front End Loader (any minimum)	per hour	\$ 325.00	\$ 325.00
Front End Loader with Pusher/Box (any minimum)	per hour	\$ 325.00	\$ 325.00
Snow Blower	per hour	\$ 85.00	\$ 85.00
Supervisor	per hour	\$ 95.00	\$ 95.00
Laborer/Shoveling	per hour	\$ 65.00	\$ 65.00
Ice Slicer	per ton - 2 ton min	\$ 325.00	\$ 325.00
Ice Melt	per lb	\$ 1.50	\$ 1.50
Liquid Magnesium	per gallon	\$ 3.25	\$ 3.25
Standby Rate, Ice Watch Rate	per hour	\$ 85.00	\$ 85.00
Obstacle Identification Service	per stake	\$ 7.50	\$ 7.50
Identify Any other Service or Equipment not Listed			

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services



October 6, 2022
Roxborough Village Metro District/
Special District Management Services, Inc.
Attn: Peggy Ripko
141 Union Blvd. Suite 150
Lakewood, CO 80228

RE: 2022/2023 Grounds Maintenance and Snow Removal Proposal

Dear Peggy,

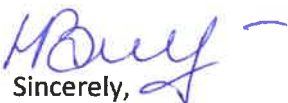
It is our great pleasure to provide the 2022/2023 Grounds Maintenance Proposal for Roxborough Village Metro District. We have carefully reviewed the RFP along with physically walking/strategically planning to provide the requested services. Keesen Landscape is extremely confident in our ability to deliver the best service to meet and exceed the Community's expectations. We pride ourselves on communication and building strong long-lasting relationships with our valued clients.

Attached please find all the information you requested about our company, staff, capabilities, and references. Below are also a few bullet points on how Keesen Landscape can provide value for Roxborough Village Community:

- Year-round on-site staffing (giving Roxborough Village Metro District immediate access for quick problem solving and prevention)
- Dedicated Account Manager/Trusted Advisor to Community
- Dedicated Enhancement Crew Option for immediate assistance to Community
- One of a few companies with powerful & resourceful snow removal operations in addition to grounds maintenance
- Near new and highly maintained equipment and fleet (more than 150 vehicles, dozens of trailers and hundreds of maintenance machines)
- Daily equipment inspections (including sharp blade installation on every mower)
- Empowerment and primary goal to take care of the needs of our customers

Keesen Landscape Team would be honored to interview with The Board of Roxborough Village to explain how our extensive knowledge and processes differ from our competition and benefit our customers.

We are grateful for the opportunity to submit this proposal and look forward to hearing from you soon.


Sincerely,

Hanna Burminska
Keesen Landscape Team

Keesen Landscape Management, Inc.
3355 South Umatilla Street Englewood, Colorado 80110
Office 303.761.0444 Fax 303.761.3466 www.keesenlandscape.com



(303) 761-0444
(303) 761-4366 FAX
www.keesenlandscape.com

Landscape Maintenance Agreement

October 07, 2022

Contract No. - 90550

Roxborough Village Metro District
c/o Special District Management Services
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

This is an Agreement between Keesen Landscape Management, Inc., ("Keesen"), 3355 South Umatilla Street, Englewood, CO 80110, and Roxborough Village Metro District c/o Special District Management Services ("Client"), 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898. This Agreement shall commence on November, 1 2022 and conclude on December, 31 2022.

Scope

Landscape and grounds maintenance as outlined in this Agreement.

General Requirements

Keesen shall furnish all labor, materials and equipment necessary to perform operations in accordance with the scope of work.

1. Coordination between Keesen and the Client shall be required.
2. Keesen shall be responsible for any damages to the grounds caused by its workforce while performing the requirements of these specifications herein. Labor and materials for the repair or replacement of these damages shall be provided and borne by Keesen.
3. Keesen reserves the right to an arbitration hearing with the Client on questionable damage.
4. Keesen will comply with all federal, state and local licensing requirements.
5. Due to a change in Colorado's Department of Agriculture Rules and Regulations (Rule 9.04), we are now required to have written permission from our customers to communicate VIA Electronic means about pesticide applications. Electronic communication will take the form of one or more of the following; Voice mail, Email, text or fax. By signing this contract or addendum you are agreeing to electronic communication

Subcontractors

Keesen is responsible for the fulfillment of this Agreement and may occasionally use qualified subcontractors to complete certain items.

Modification or Amendment

This Agreement constitutes the entire understanding between the Client and Keesen and no modification, amendment, renegotiations or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon by the parties and embodied in writing.

Termination

Keesen shall be responsible for the performance of all service items unless the Client provides notice of cancellation of a specific service prior to its completion by Keesen, or Keesen has placed the account on hold. Cancellation of a single service will not have any effect upon the status of any other remaining uncompleted services.

Either party may terminate this Agreement by notice in writing to the other party at the respective address herein stated. Notice is to be given at least thirty (30) days prior to the effective date of such termination. Non-payment as agreed to by contractual agreement may constitute immediate cancellation. In the event of termination by either party, full payment for services performed or materials provided becomes due and payable on or before the date of termination. In the event of prepayment of services or materials not performed, refund will be due and payable on termination date.

Insurance

During the term of this agreement, Keesen shall at all times be covered by commercially reasonable general liability, automotive and workers compensation insurance. Evidence of coverage shall be provided upon the Client's request.

Force Majeure and Delays

Keesen's obligations under this Agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Keesen), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of Keesen. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this Agreement.

Fall Clean-Up

Beginning in October, leaves in turf areas will be collected or mulched during mowing visits. When applicable, usually starting in November, leaf clean-up will be performed approximately every 14 days over all manicured landscape areas. This includes blowing out bed areas and may include areas adjacent to manicured landscaping. Depending on weather, this service will be performed until completed or through the Agreement end date.

Dog Stations (Bags Included)

Pet waste stations will have receptacles emptied and bags restocked at each regularly scheduled maintenance visit. Maintenance Contractor will supply refill bags as part of this agreement.

Winter Policing

Landscape areas will be policed for loose trash and debris weekly or as weather permits. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be maintained in their proper areas.

2022 CONTRACT SUMMARY

INCLUDED SERVICES	TOTAL COST
Fall Clean-Up	\$6,822.24

Contract No. - 90550

Roxborough Village Metro District

October 07, 2022

Dog Stations (Bags Included)	\$5,429.34
Winter Policing	\$3,870.42
TOTAL	\$16,122.00

BILLING SCHEDULE

SCHEDULE	SERVICE COST	TOTAL COST
November	\$8,061.00	\$8,061.00
December	\$8,061.00	\$8,061.00
TOTAL	\$16,122.00	\$16,122.00

The term of this Agreement commences on 11/1/2022 and will be in effect until 12/31/2022 and is subject to the termination clause as noted.

In consideration for performance of the services outlined in this Agreement for Roxborough Village Metro District c/o Special District Management Services, 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898. Client agrees to submit timely payments according to the above billing schedule. Payments are to be made on or before the first day of each month. Time and material charges are billed separately as incurred for payment.

The account is considered past-due 30 days after the billing date. All balances 30 days or more past due are subject to a service charge of two percent (2%) per month (twenty-four percent <24%> per year). If reasonable attempt to negotiate fail, Client hereby agrees to pay all reasonable attorneys' fees, court costs, and any other expenses of collection incurred by Keesen.

We, the undersigned, agree to the terms and conditions as set forth by this Agreement between Roxborough Village Metro District and Keesen Landscape Management, Inc.

By _____
Steven Genders

Date 10/7/2022

Keesen Landscape Management, Inc.

By _____

Print _____

Date _____

Authorized Representative for
**Roxborough Village Metro
District**



(303) 761-0444
(303) 761-4366 FAX
www.keesenlandscape.com

Landscape Maintenance Agreement

October 07, 2022

Contract No. - 90548

Roxborough Village Metro District
c/o Special District Management Services
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

This is an Agreement between Keesen Landscape Management, Inc., ("Keesen"), 3355 South Umatilla Street, Englewood, CO 80110, and Roxborough Village Metro District c/o Special District Management Services ("Client"), 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898. This Agreement shall commence on January, 1 2023 and conclude on December, 31 2023.

Scope

Landscape and grounds maintenance as outlined in this Agreement.

General Requirements

Keesen shall furnish all labor, materials and equipment necessary to perform operations in accordance with the scope of work.

1. Coordination between Keesen and the Client shall be required.
2. Keesen shall be responsible for any damages to the grounds caused by its workforce while performing the requirements of these specifications herein. Labor and materials for the repair or replacement of these damages shall be provided and borne by Keesen.
3. Keesen reserves the right to an arbitration hearing with the Client on questionable damage.
4. Keesen will comply with all federal, state and local licensing requirements.
5. Due to a change in Colorado's Department of Agriculture Rules and Regulations (Rule 9.04), we are now required to have written permission from our customers to communicate VIA Electronic means about pesticide applications. Electronic communication will take the form of one or more of the following; Voice mail, Email, text or fax. By signing this contract or addendum you are agreeing to electronic communication

Subcontractors

Keesen is responsible for the fulfillment of this Agreement and may occasionally use qualified subcontractors to complete certain items.

Modification or Amendment

This Agreement constitutes the entire understanding between the Client and Keesen and no modification, amendment, renegotiations or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon by the parties and embodied in writing.

Termination

Keesen shall be responsible for the performance of all service items unless the Client provides notice of cancellation of a specific service prior to its completion by Keesen, or Keesen has placed the account on hold. Cancellation of a single service will not have any effect upon the status of any other remaining uncompleted services.

Either party may terminate this Agreement by notice in writing to the other party at the respective address herein stated. Notice is to be given at least thirty (30) days prior to the effective date of such termination. Non-payment as agreed to by contractual agreement may constitute immediate cancellation. In the event of termination by either party, full payment for services performed or materials provided becomes due and payable on or before the date of termination. In the event of prepayment of services or materials not performed, refund will be due and payable on termination date.

Insurance

During the term of this agreement, Keesen shall at all times be covered by commercially reasonable general liability, automotive and workers compensation insurance. Evidence of coverage shall be provided upon the Client's request.

Force Majeure and Delays

Keesen's obligations under this Agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Keesen), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of Keesen. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this Agreement.

Primary Maintenance

MOWING - Turf areas will be mowed weekly from May through September or as deemed necessary by Maintenance Contractor according to growth and weather conditions. Mowing will be performed every 7 to 14 days in April and October depending on growth and weather conditions. Grass clippings will be mulched and not caught or removed from turf areas unless deemed necessary by Maintenance Contractor.

TRIMMING - Turf areas will be string trimmed as needed during each mowing occurrence. Areas inaccessible to mowers will be trimmed to present a well-groomed appearance.

EDGING - Turf areas will be edged along sidewalks twice monthly from May through September and once monthly in April and October. Curbs will be edged approximately one time per month from April through October.

BLOWING - Debris from turf maintenance operations will be blown off sidewalks and curbs adjacent to landscape areas.

SUMMER POLICING - Landscape areas will be policed for loose trash and debris during mowing services. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be

maintained in their proper areas.

WEEDING - Landscape beds (except annual floral beds and some perennial gardens which are contracted separately) will be weeded using a combination of hand-pulling and chemical applications. Weeds growing out of cracks in sidewalks, driveways and private streets/parking lots will be treated chemically.

TREE RINGS - To protect tree bark from mowing and trimming operations, trees in manicured turf areas will be chemically ringed to control grass and weeds adjacent to tree trunks.

Spring Clean-Up

Clean-up of landscape areas will be performed one (1) time in the Spring. This may include pine needle and leaf clean-up, edging, mowing and any other activities the Maintenance Contractor deems necessary to prepare the property for the coming season.

Fall Clean-Up

Beginning in October, leaves in turf areas will be collected or mulched during mowing visits. When applicable, usually starting in November, leaf clean-up will be performed approximately every 14 days over all manicured landscape areas. This includes blowing out bed areas and may include areas adjacent to manicured landscaping. Depending on weather, this service will be performed until completed or through the Agreement end date.

Spring Aeration

Spring core aeration will be performed on all turf areas with plugs being left to break down on their own.

Fall Aeration

Fall core aeration will be performed on all turf areas with plugs being left to break down on their own.

Dog Stations (Bags Included)

Pet waste stations will have receptacles emptied and bags restocked two times a week throughout the maintenance agreement. Maintenance Contractor will supply refill bags as part of this agreement.

Summer Pruning

Timing of pruning may vary by plant species.

Shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

Winter Pruning

Timing of pruning may vary by plant species.

During the dormant season, select shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

Ornamental Grass Cutting

Ornamental grasses will be cut one (1) time per year, typically in late winter, to approximately one quarter of the existing height. For year-round agreements, select grasses may be cut if they become damaged by snow or hinder pedestrian or vehicle traffic.

Bed Pre-Emergent

Pre-emergent will be applied to bed areas to aid in controlling weed growth.

Mulch Top Dress - Tree Rings

Top dress wood mulch around established tree rings in the turf areas.

Power Wash Skate Park

At the beginning of the maintenance season, the Skate Parks will be high-pressure hose washed on all services one time per maintenance agreement.

Full Native Mowing

Mowing of targeted native areas one time per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

Fence Lines

Mowing of targeted fence line native areas five times per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

Beauty Bands

Mowing of targeted beauty band native areas five times per Maintenance Agreement using

tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

Sledding Hill

Mowing of targeted native areas one time per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

Irrigation Activation

The Maintenance Contractor will activate the irrigation system in the spring as weather conditions allow. The irrigation system will be checked and adjusted as necessary and controllers programmed for early season watering needs. Activation does not include labor or materials for repairs, these items will be billed at \$75.00 per man-hour plus materials.

Irrigation Winterization

Winterization of the irrigation system will be performed in the Fall, typically in October or November depending on weather. Forced air will be used to void the system of water.

Exterior backflow wrapping or draining is not included and will be performed as necessary according to weather conditions at \$65.00 per device.

Backflow removal and storage is not included unless otherwise mentioned in this Agreement. Winterization does not include labor or materials for repairs, these items will be billed at \$75.00 per man-hour plus materials.

Irrigation System Checks

The Maintenance Contractor will check the irrigation system operation on a regular basis to insure proper operation, adjust spray patterns and maintain controller programming to seasonal needs. Drip systems will be checked for on/off function only. All necessary irrigation repairs will be \$75.00 per man-hour plus materials unless specified differently in this Agreement. After hours emergencies will be invoiced at \$90.00 per hour.

Backflow Testing

Irrigation backflow device(s) will be tested by a licensed professional. Any necessary repairs to complete the certification will be invoiced on a time and materials basis.

Winter Policing

Landscape areas will be policed for loose trash and debris weekly or as weather permits. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be maintained in their proper areas.

Turf Care Applications

Dependent on the term of this agreement, manicured turf areas will have pre-emergent, broadleaf weed control and fertilizer applied on the following schedule.

APRIL-MAY - Pre-emergent, broadleaf weed control and fertilizer applications will be applied.

JUNE-JULY - Broadleaf weed control and fertilizer applications will be applied.

AUGUST-SEPTEMBER - Broadleaf weed control and fertilizer applications will be applied.

2023 CONTRACT SUMMARY

INCLUDED SERVICES	TOTAL COST
Primary Maintenance	\$59,517.90
Spring Clean-Up	\$3,411.46
Fall Clean-Up	\$6,822.94
Spring Aeration	\$947.63
Fall Aeration	\$947.63
Dog Stations (Bags Included)	\$31,369.52
Summer Pruning	\$3,032.41
Winter Pruning	\$1,612.98
Ornamental Grass Cutting	\$1,209.74
Bed Pre-Emergent	\$3,658.25
Mulch Top Dress - Tree Rings	\$22,087.81
Power Wash Skate Park	\$677.45
Full Native Mowing	\$1,861.75
Fence Lines	\$3,721.10
Beauty Bands	\$3,723.90
Sledding Hill	\$187.48
Irrigation Activation	\$1,935.58
Irrigation Winterization	\$3,007.36
Irrigation System Checks	\$38,711.60
Backflow Testing	\$345.03
Turf Application - Spring	\$3,659.22
Turf Application - Mid-Summer	\$3,659.22
Turf Application - Late Summer	\$3,658.62
Winter Policing	\$11,613.42
TOTAL	\$211,380.00

BILLING SCHEDULE

SCHEDULE	SERVICE COST	TOTAL COST
January	\$17,615.00	\$17,615.00
February	\$17,615.00	\$17,615.00
March	\$17,615.00	\$17,615.00
April	\$17,615.00	\$17,615.00
May	\$17,615.00	\$17,615.00
June	\$17,615.00	\$17,615.00
July	\$17,615.00	\$17,615.00
August	\$17,615.00	\$17,615.00
September	\$17,615.00	\$17,615.00
October	\$17,615.00	\$17,615.00
November	\$17,615.00	\$17,615.00
December	\$17,615.00	\$17,615.00
TOTAL	\$211,380.00	\$211,380.00

The term of this Agreement commences on 1/1/2023 and will be in effect until 12/31/2023 and is subject to the termination clause as noted.

In consideration for performance of the services outlined in this Agreement for Roxborough Village Metro District c/o Special District Management Services, 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898. Client agrees to submit timely payments according to the above billing schedule. Payments are to be made on or before the first day of each month. Time and material charges are billed separately as incurred for payment.

The account is considered past-due 30 days after the billing date. All balances 30 days or more past due are subject to a service charge of two percent (2%) per month (twenty-four percent <24%> per year). If reasonable attempt to negotiate fail, Client hereby agrees to pay all reasonable attorneys' fees, court costs, and any other expenses of collection incurred by Keesen.

We, the undersigned, agree to the terms and conditions as set forth by this Agreement between Roxborough Village Metro District and Keesen Landscape Management, Inc.

By _____
Steven Genders

Date 10/7/2022

Keesen Landscape Management, Inc.

By _____
Print _____

Date _____

Authorized Representative for
**Roxborough Village Metro
District**

EXHIBIT B
SNOW REMOVAL RATES

Service or Equipment Item	Billing Unit (Per Hour,Application,Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
4x4 Pick-Up with 7.5 Foot Plow	\$125/HR	SAME	SAME
Stake body with Plow	\$130/HR	SAME	SAME
Tandem with Plow	N/A	SAME	SAME
Dump Truck – (size)	\$150/HR	SAME	SAME
Sand Truck	N/A	SAME	SAME
Backhoe	N/A	SAME	SAME
Loader	\$240/HR	SAME	SAME
ATV/Tool Cat with blade	\$105/HR	SAME	SAME
Skid Steer with Pusher/plow	\$145/HR	SAME	SAME
Skid Steer with Bucket	\$145/HR	SAME	SAME
Front End Loader (any minimum)	\$240/HR	SAME	SAME
Front End Loader with Pusher/Box (any minimum)	\$240/HR	SAME	SAME
Snow Blower	\$70/HR	SAME	SAME
Supervisor	\$68/HR	SAME	SAME
Laborer/Shoveling	\$68/HR	SAME	SAME
Ice Slicer	\$290/TN	SAME	SAME
Ice Melt	\$.95/LB	SAME	SAME
Liquid Magnesium	\$2.85/GAL	SAME	SAME
Standby Rate, Ice Watch Rate	\$68/HR	SAME	SAME
Obstacle Identification Service	\$68/HR	SAME	SAME
Identify Any other Service or Equipment not Listed	N/A	SAME	SAME

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services

EXHIBIT C

EMERGENCY SNOW REMOVAL RATES

For use in extreme snow/blizzard events, of 12 inches or greater accumulation in one 24-hour period.

Service or Equipment Item	Billing Unit (Per Hour,Application,Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
Mobilization time, portal to portal	\$65/HR	SAME	SAME
Fueling Heavy Equipment	N/A	SAME	SAME
4x4 Pick-Up with 7.5 Foot Plow	\$125/HR	SAME	SAME
Tandem with Plow	N/A	SAME	SAME
Dump Truck – (size)	\$150/HR	SAME	SAME
Sand Truck	N/A	SAME	SAME
Backhoe	N/A	SAME	SAME
Loader	\$240/HR	SAME	SAME
ATV/Tool Cat with blade	\$105/HR	SAME	SAME
Skid Steer with Pusher/plow	\$145/HR	SAME	SAME
Skid Steer with Bucket	\$145/HR	SAME	SAME
Front End Loader (any minimum)	\$240/HR	SAME	SAME
Front End Loader with Pusher/Box (any minimum)	\$240/HR	SAME	SAME
Snow Blower	\$70/HR	SAME	SAME
Supervisor	\$68/HR	SAME	SAME
Laborer/Shoveling	\$68/HR	SAME	SAME
Ice Slicer	\$290/TN	SAME	SAME
Ice Melt	\$.95/lb	SAME	SAME
Liquid Magnesium	\$2.85/GAL	SAME	SAME
Standby Rate, Ice Watch Rate	\$68/HR	SAME	SAME
Obstacle Identification Service	\$68/HR	SAME	SAME
Identify Any other Service or Equipment not Listed	N/A	SAME	SAME

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services



3355 South Umatilla Street
Englewood, Colorado 80110
(303) 761-0444
FAX (303) 761-3466
www.keesenlandscape.com

References

- 1. Anthem Ranch HOA**
16151 Lowell Blvd
Broomfield, CO 80023
Kelly McKee
303-665-1256
kmckee@ccmcnet.com
Description of work: Landscape Maintenance,
Holiday Lights & Snow Removal Services
- 2. University of Colorado Hospital**
12605 E. 16th Ave
Denver, CO 80045
Steven Jones
303-870-7433
steven.jones@uchealth.org
Description of work: Landscape Maintenance,
Holiday Lights & Snow Removal Services
- 3. Highlands Ranch Metro District**
62 Plaza Dr.
Highlands Ranch, CO 80129
Nate Dzialo
303-791-0430
ndzialo@highlandsranch.org
Description of work: Landscape Maintenance



3355 South Umatilla Street
Englewood, Colorado 80110
(303) 761-0444
FAX (303) 761-3466
www.keesenlandscape.com

4. Stonegate Village Metro District

10326 Stonegate Pkwy

Parker, CO 80134

Heidi Plummer

303-858-9909

heidi@svmd.org

**Description of work: Landscape Maintenance &
Snow Removal Services**

5. Lowry Community Master HOA

E. Alameda Ave. & S. Quebec St.

Denver, CO 80203

Jennifer Bublitz

jbublitz@msiho.com

303-420-4433

**Description of work: Landscape Maintenance and
Snow Removal Services**



Overview:

- Founded in 1972; Denver, Colorado
- 4 Locations – Centennial, Broomfield, Commerce City and Englewood
- 400 full time employees and 180 seasonal employees
- Fleet of hundreds of trucks, trailers and maintenance machines
- All facets of our business are in good standing with Federal, State and Local Agencies

Mission Statement:

Keesen Landscape Management, Inc. is a full-service commercial landscape contractor with one goal – to provide the highest quality products and services to our customers. We pledge to provide professional, dependable and ethical services that benefit our customers and the environment, support our community, and sustain a secure working environment for our employees.

Operating Philosophy:

We have built our business on service and integrity. Our philosophy is simple; we strive to maintain the highest quality standards and to exceed your expectations. If there is ever a problem, we will do whatever it takes to make it right. Although many companies make this claim, we are a local company with more than 4 decades of proven, dedicated service to our customers. Our entire livelihood depends on the integrity that we operate with right here in the Denver area. We take great pride in our commitment to quality service.

Services:

Commercial Landscape Maintenance	Irrigation Service, Water Management & Installation
Landscape Enhancements & Installation	Perennial & Xeric Gardens
Annual Flower Garden Design and Installation	Holiday Décor
Plant Health Care, Insect and Disease Control	Abatement Services
Native Vegetation Mowing & Management	

Workforce:

As well as seasonal workers, we employ 400 full time employees. We insure that our entire workforce is 100% I-9 compliant by participating in the United States Government e-verify and H2B programs.

Equal Opportunity:

Keesen Landscape Management, Inc. is an equal opportunity employer by choice and is committed to abide by all the laws pertaining to fair employment practices. All persons having the authority to hire, discharge, transfer or promote personnel shall support, without reservation, a non-discriminatory policy of hiring or transferring to any vacancy any qualified applicant without regard to race, color, religion, national origin, age, sex or handicap. Keesen offers equal opportunity for employment or advancement to all qualified applicants or employees.

Drug Free:

3355 South Umatilla Street, Englewood, Colorado 80110 (303) 761-0444 www.keesenlandscape.com



Keesen Landscape Management, Inc. is proud to be a Drug Free Company. All of our employees are required to take a mandatory drug test at the time of hire or following an accident.

Safety & Training:

There is no higher priority at Keesen Landscape Management than the safety and wellbeing of our employees, customers and the public. In conjunction with our full time Safety Manager, every person on our management staff acts as a safety officer for the company in administering our safety policies and training.

Weekly “tailgate” safety meetings are held to discuss current work conditions and review any recent incidents. We also include a special topic presentation by an employee or guest. Annually we host a “spring fling” event for all of our employees. This all day event incorporates training on our safety policies and several break out sessions for equipment specific training.

Keesen Landscape Management is committed to the ongoing education of all our employees. Besides having a more informed and experienced staff, one of our key goals in training is to promote advancement opportunities at every level.

Environmental Practices:

- **Green Waste Dumpsters** – Our landscape waste is collected for recycling rather than sent to landfills.
- **Propane Powered Equipment** – Several of our large mowers are fueled by propane which burns cleaner than fossil fuels.
- **Office Waste Recycling** – Paper generated by our office is collected, professionally shredded and recycled.
- **Other Recycling** – All our used tires, batteries and other shop waste are turned in for professional recycling. Our retired vehicles and equipment are sold for parts or metal recycling.
- **Water Management** – In addition to following local watering restrictions, we have dedicated irrigation technicians who carefully manage schedules on a weekly basis. Keesen also offers irrigation efficiency enhancements and Smart Controller technology.
- **Mulching Mowers** – It’s estimated that yard waste makes up 13% of our national waste. By mulching grass clippings we keep them out of landfills. This practice also releases nutrients back into the soil.
- **Low Noise Equipment** – Items such as back pack blowers are available in low noise models. Each year as old units are replaced we expand our use of low noise equipment.
- **Efficient Routing** – Our crews, technicians and managers are routed in the most efficient way to avoid unnecessary travel. This saves fuel, reduces wear on vehicles, and helps reduce emissions and road congestion.
- **Slow Release and Organic Fertilizers** – Our primary fertilizer applications are all slow release products. We also offer fully organic fertilizer programs upon request.



Certifications & Memberships

We proudly support and encourage our employees to obtain industry certification. The following is a list of our certified staff:



Certified Landscape Technician - Maintenance:

Steve Genders, CLT

landscape industry
certified

GreenCO Best Management Practices Certificate Holder:

Tim Barrett Shane Chisholm Dan Dickson
Brian Reilly Jamey Reis

Management Team - Licensed Pesticide Applicator:

Steve Alzaidi, Qualified Supervisor Duane Baldwin, Qualified Supervisor
Dan Dickson, Qualified Supervisor Andrew Knight, Qualified Supervisor

Certified Irrigation Auditor: Brad Schuster

Keesen Landscape Management is Proud to be a Member of the Following Organizations:

- ALCC - Associated Landscape Contractors of Colorado
- BBB - Better Business Bureau of Metro Denver
- CALCP - Colorado Arborists and Lawn Care Professionals
- CAI - Community Associations Institute
- NALP - National Association of Landscape Professionals
- NFIB - National Federation of Independent Businesses
- USCC - United States Chamber of Commerce





Englewood Branch Manager

Steven Genders (joined Keesen in 1987)

Englewood Branch Account Managers Team

Timothy Barrett, Raul Rojas, Brian Reilly, Roberto DeYoung

Englewood Branch Production Managers Team

Suzanne Devier, Gael Salazar

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Keesen Landscape Management, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3355 S Umatilla Street

6 City, state, and ZIP code
Englewood, CO 80110

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-		-				
--	--	--	---	--	---	--	--	--	--

OR

Employer identification number

8	4	-	0	6	2	2	4	8	3
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 1-5-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



To whom it may concern:

In accordance with Colorado law, Keesen Landscape Management, Inc. does not and will not knowingly employ or contract with an illegal alien to provide any of the services required by Contract Specifications, and participates in the e-Verify Basic Pilot Program, administered by the U.S Department of Homeland Security to verify that no illegal aliens are employed.

M.J. Kasper

A handwritten signature in black ink that reads 'M.J. Kasper'. The signature is fluid and cursive, with a long horizontal stroke at the end.

President
Keesen Landscape Management, Inc.
(303) 761-0444



A HEARTLAND COMPANY

Keesen Landscape Management, Inc.

3355 S. Umatilla Street

Englewood, CO 80110

303.761.0444 Phone

303.761.3466 Fax

hburminska@keesenlandscape.com

Hanna Burminska –

Business Development

Englewood Branch

3355 S. Umatilla St.

Englewood, CO 80110

303.761.0444 Phone

303.761.3466 Fax

Centennial Branch

14156 E. Easter Ave.

Centennial, CO 80112

Broomfield Branch

11730 Wadsworth Blvd.

Broomfield, CO 80020

Commerce City Branch

3541 E. 64th Ave.

Commerce City, CO 80022



CONTRACTOR LICENSE / REGISTRATION

City of Englewood, Colorado
Division of Building and Safety

License Type: D12 – Lawn Sprinkler

License Number: 8972

Issued Date: 2/4/2020

Expires: 4/22/2023

Issued To:

KEESEN Landscape Mgmt. INC.
3355 S UMATILLA ST
ENGLEWOOD, CO 80110

Licensing Jurisdiction: *City of Englewood, Colorado*

KEESEN Landscape Mgmt. INC.
3355 S UMATILLA ST
ENGLEWOOD, CO 80110
D12 – Lawn Sprinkler



COLORADO
Department of Agriculture
Division of Plant Industry

305 Interlocken Parkway, Broomfield, CO 80021
Tel: (303) 869-9066 Email: Commercialapplicator@state.co.us

**COMMERCIAL APPLICATOR
CERTIFICATE OF LICENSE**

License Number: 11961

Effective Date: 01/01/2022

Date Issued: 12/29/2021

Good Through: 12/31/2022

KEESEN LANDSCAPE MANAGEMENT, INC.

3355 S. UMATILLA ST.
SHERIDAN, CO 80110

DBA: **KEESEN LANDSCAPE MANAGEMENT, INC.**

This certificate is evidence that a license has been issued to the person(s) listed above to do business in the name(s) listed above under the provisions of the Pesticide Applicators' Act and may be revoked, suspended, or have other lawful discipline imposed for cause.

**COMMISSIONER OF AGRICULTURE
Kate Greenberg**



COLORADO
Department of Agriculture
Division of Plant Industry

Digitally signed
by Pesticides
Certification and
Licensing
Date: 2021.12.29
16:47:21 -07'00'

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	\$1,860/total
Annual Flower Installation and Maintenance	Upon Approval	TBD
Irrigation System Repair (after contracted 80 hours per month)	Upon Approval	\$73/hr
Insect and Disease Control	Upon Approval	TBD
Tree Wrap/Unwrap	Upon Approval	TBD
Winter Watering Each	Upon Approval	\$16,500/total
Tree Pruning	Upon Approval	\$49/hr (up to 12 ft)
Large Debris Removal	Upon Approval	\$49/hr
Holiday Lights /Decorations Set-up and Removal	Upon Approval	TBD
Trash Pick-up - Additional	Upon Approval	\$49/hr



October 07, 2022

PROPOSAL #90554

PROPOSAL FOR

PEGGY RIPKO
 SPECIAL DISTRICT MANAGEMENT SERVICES
 ROXBOROUGH VILLAGE METRO DISTRICT
 9779 S. CRYSTAL LAKE DRIVE
 LITTLETON, CO 80125

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

2023 Plant Health Care Program

Sale	\$55,490.05
Sales Tax	\$0.00
Total	\$55,490.05

**ROXBOROUGH VILLAGE METRO DISTRICT
 WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Dormant Oil 1	\$0.00	\$1,020.44
<p>Horticultural grade oil should be applied in fall, winter, or early spring, to prevent infestation of scale insects or to treat plants with history of aphid and mite issues. Often used to protect flowering or ornamental trees. This application is applied in February.</p>		
Merit Injection	\$0.00	\$3,470.74
<p>This treatment is applied to the soil and taken up through the roots. Merit is an effective treatment with a long residual effect. It is know to control aphids and mites, but is specifically used to</p>		

target pests that feed from the inside of leaves, such as elm leafminer and scale insect which protect themselves with a waxy coating. This application is applied in March-April.

Ash Borer \$0.00 \$6,259.23

Ash Borer is an insect that tunnels through the bark and growing layers of the tree, stunting growth and causing irreparable damage. Must be controlled via topical spray in the spring (April-May).

IPS 1 \$0.00 \$8,049.31

Regular, preventative treatment for beetles currently affecting pine and spruce trees in the Front Range is highly recommended. This treatment must be carried out proactively as an infestation is often irreversible or fatal to the trees. We recommend this service twice annually, in conjunction with the life cycle of the insect. This application is applied in April-May.

General Spray 1 \$0.00 \$4,621.32

This treatment will control a variety of insect infestations and is generally used during the summer months to control aphids and mites which can cause unsightly damage to trees and property in close proximity to trees and shrubs. We recommend an 'inspect and treat' approach which allows our technicians to carefully inspect the property and treat as needed. This application is applied in June-July.

Fall Deep Root Fert \$0.00 \$15,560.76

All trees and shrubs will benefit from the introduction of fertilizer in the root zone. While our technician fertilizes he also loosens the soil and adds water at high pressure to promote root development. This application is applied between September and November.

Supplemental Watering \$0.00 \$16,508.25

Supplemental water is added to the root zone during periods of dry weather, or during the dormant season between October and March. This is a beneficial service that often prevents serious winter injury to trees and shrubs.

\$0.00 \$55,490.05

Due to a change in Colorado's Department of Agriculture Rules and Regulations (Rule 9.04), we are now required to have written permission from our customers to communicate VIA Electronic means. IE (Voice mail, Email, text or fax) about pesticide applications. By signing this contract or addendum you are agreeing to electronic communication.

By 
Duane Baldwin

Date 10/7/2022

**Keesen Landscape Management,
Inc.**

By _____

Date _____

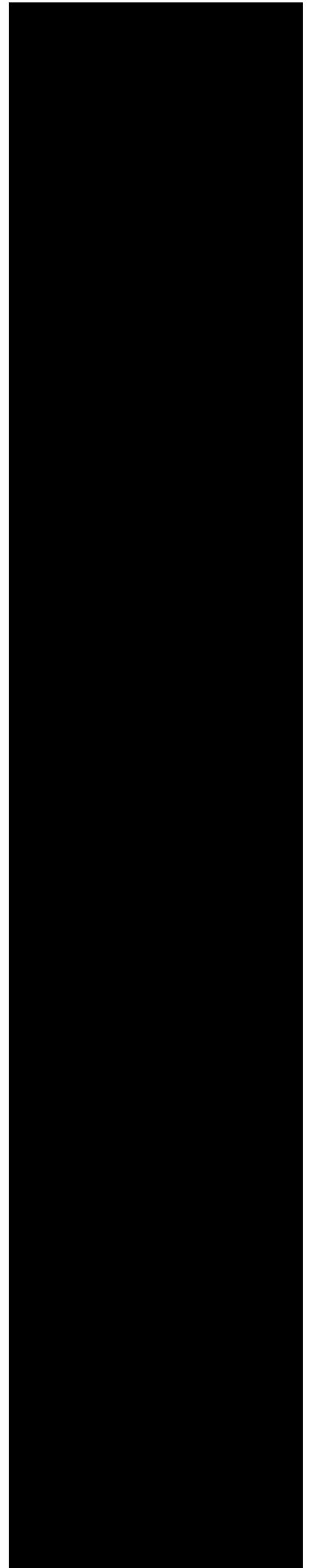
**SPECIAL DISTRICT
MANAGEMENT SERVICES**

as Agent for

**ROXBOROUGH VILLAGE
METRO DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.

**ROXBROUGH VILLAGE
METROPOLITAN
DISTRICT**





ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

SOS Site Services. ("SOS") is pleased to present this proposal for landscape maintenance services to Roxborough Village Metropolitan District. Our proposal includes all the products and services required to meet and/or exceed the expectations of the scope of work.

At SOS, we are committed to delivering clear and competent communications throughout the lifecycle of our partnership with Roxborough Village. Please feel free to contact us with any questions or concerns as it relates to the contents of this proposal or any of the services outlined. We look forward to working with you and your team.

Sincerely,

Justin Ball

Chief Operating Officer

(720) 678-5040

justinb@sossiteservices.com

Shawn Dean

Business Developer/Account Manager

(720) 456-5516

Shawnd@sossiteservices.com

John Lienweber

Account Manager

(720) 678-5825

johnl@sossiteservices.com

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT



SOS is committed to performing the contracted services on a weekly basis that we are being paid for. For over 6 years, SOS has maintained a commitment to providing the highest quality installation and maintenance services throughout Colorado. Having supported over 100 companies in the region, SOS has developed a reputation for delivering the area's premier landscape maintenance services. Our experienced, knowledgeable staff of over 50 associates; large modern fleet and equipment; combined with our proven track record of safety and quality work allows SOS to deliver unrivaled support and services to our customers. SOS's staff and ownership at one time serviced Roxborough and understand the needs and dynamics at Roxborough.

At SOS, we are committed to delivering clear, competent and open communications throughout the lifecycle of our partnership with you. Please feel free to contact us with any questions or concerns as it relates to the contents of this proposal or any of the services outlined. We look forward to working with you and your team.

Sincerely,

- **Labor** – SOS Site Services has retained 95% of our workers each year. We have above average wages and benefits. This ensures that we have reliable and consistent labor. Labor is currently the biggest challenge facing landscape contractors. In most cases we have the same teams return on a yearly basis.
- **SOS SAFETY Facts** - Our employees wear uniforms, and all required Personal Protection Equipment to ensure there are responsible professionals working within your community.
- **Irrigation and Water Management** – SOS has over 75 years of water management experience in Colorado. We have some of the strongest employees in the industry with respect to water management. We have an extensive irrigation management training program and resources to support the latest technology.
- **Value** – Your community may be paying for services that are in your scope that are not being performed currently. In some cases, our pricing may be higher because our company will perform to the “*Scope of Work*”. If a reduced scope is acceptable to you, please let us know and we can adjust our pricing accordingly.

Why SOS Site Services:

Your landscaping creates a first, and lasting impression in people's minds. Balancing the aesthetic appeal with the cost of sustaining and protecting your investment remains one of the most important decisions you can make. Success depends on finding a partner that understands your needs and can translate those into a consistent repeatable program. For years, SOS has met and exceeded the needs of our customers.

Holistic Program

Colorado presents a unique set of challenges to maintaining your landscaping investment. From spring fertilization and pre-emergent weed control to winter shrub and tree pruning, SOS caters to your holistic needs. Mowing, fertilization, pest control, aeration, insect & disease control, shrub pruning, tree trimming, flower enhancements, mulching, irrigation and more are all available through the SOS team.

Tailored Solutions

No two properties are the same. Soil conditions, drainage, pedestrian traffic and light can all significantly impact your landscaping investment. Developing a tailored solution that accounts for these differences while balancing your personal desires sets SOS apart. From initial design and value engineering programs with our team, to ongoing enhancement and improvement recommendations, SOS is committed to finding the right solution to meet and exceed your needs.

Unmatched Service

While we may all use similar brands of equipment, exemplary service sets SOS apart from the different maintenance vendors you can work with. Unmatched service starts by gaining a clear understanding of our customer's expectations. A dedicated account manager ensures proactive communication and engagement. Consistent delivery provides peace of mind.

Finally, tapping into certified experts in tree, lawn and shrub care guarantees protection of your valuable landscaping investments.

SOS Team and Experience

Justin Ball: Chief Operating Officer

Justin Ball has been with SOS Site Services since September of 2020, and has been involved in the landscape industry for over 20 years. Justin worked for Metco Landscape as the Southwest Branch Manager from 2015-2020. Justin has an extensive background in irrigation and holds a Certified Landscape Technician designation through NALP and a QS License through the Colorado Department of Agriculture.

Shawn Dean: Business Developer & Account Manager

Shawn Dean is a Business Developer/Account Manager for SOS Landscape. Shawn has been in the Landscape and Snow Removal business for 13 years. Not only has Shawn worked on the service side, but on the property management side as well. This has given him some fantastic insight and a true understanding of our customer's needs. Outside of work, Shawn enjoys fishing, hiking, four wheeling and spending time with his wife and children.

Bill Barr: Consultant and Seasonal Snow Manager

Bill brings a wealth of knowledge and experience to the team. Bill has been in the Golf and Landscape industry for over 40 years. Bill has spent the latter part of his career in the Landscape Industry as a Production manager and Account Manager while mentoring others as he is continuing to do as a consultant for SOS Site Services.

Safety Commitment & Program

SOS takes a holistic approach when it comes to the safety of our employees, your students and associates, and your property. The core elements of this program include:

- Training and Education
- Equipment Selection and Maintenance
- Personal Protection Equipment (PPE)
- Ongoing Certification
- Site Inspection and Maintenance



Our Account and Field Management teams carry extensive experience and training on best practices for site and operations safety. During the course of the year, they and their teams undertake a variety of classroom and field-based safety training to make sure all personnel are fully aware of best practices and SOS standards.

Purchasing and utilizing state-of-the-art equipment that is maintained at the highest levels is the second core element of SOS safety program. SOS has an extremely large list of equipment that is self-owned and self-maintained and is not required to rent subpar equipment like many of our competitors.

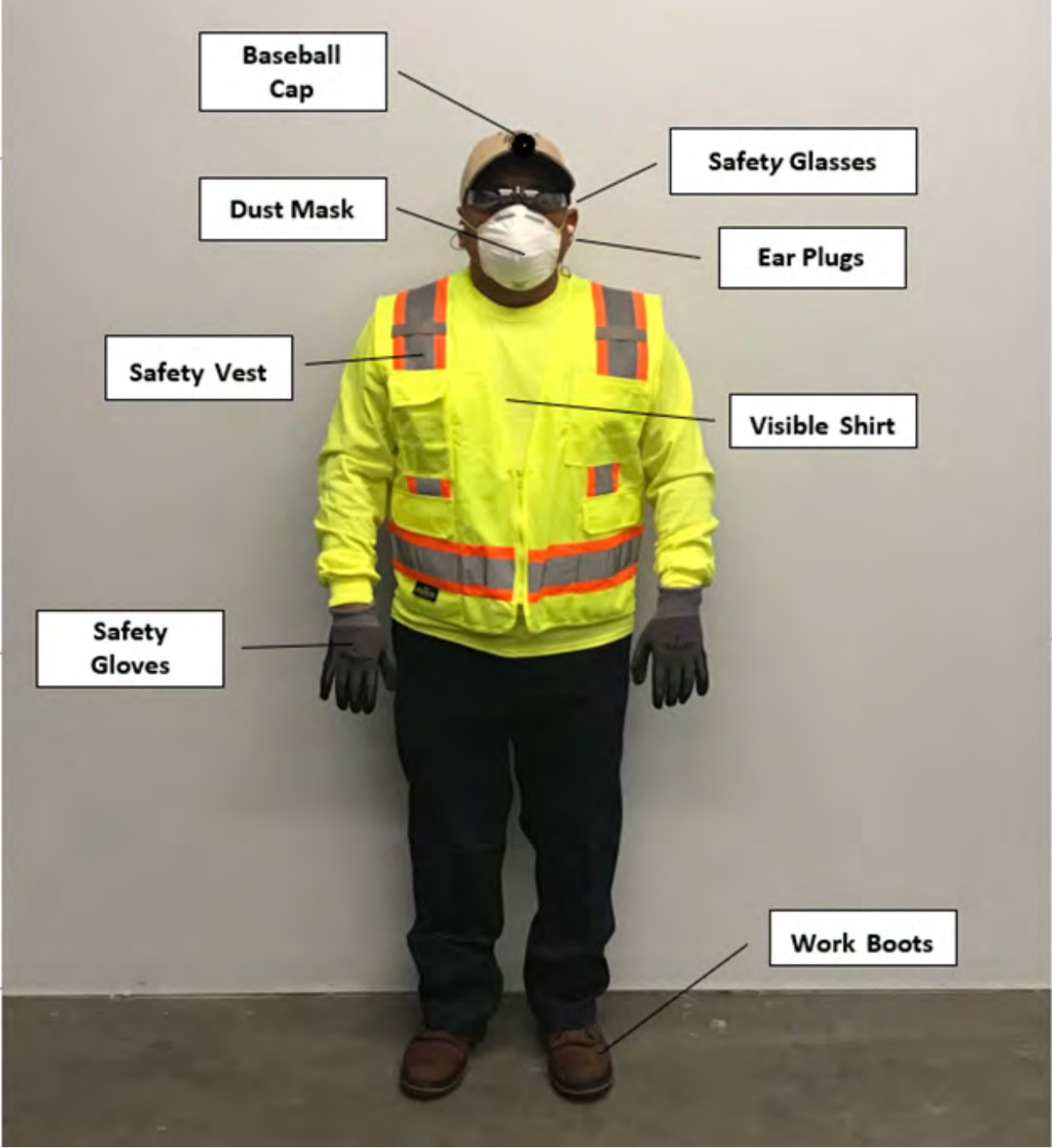
SOS standard issued PPE includes:

- Cap and Safety Glasses
- Dust Mask
- Ear Protection
- Safety Vest & Gloves
- Work Boots

SOS also complies with all major safety regulations and regularly employs 3rd Party Certification organizations to guarantee this compliance. A sample of safety related certifications held by the company and our personnel include but are not limited to:

- OSHA 10 Hour Construction Safety and Health
- Trench and Shoring Services Safety
- CPR Certification
- OSHA Workplace Safety Inspections
- Smith System Driving Certification
- Colorado Department of Agriculture - Qualified Supervisors

PPE and Uniform



References

Kevin Christensen
KC & Associates
303-634-2879
kevin.christensen@kchoa.com

Janelle Mauch
Westwind Management Group
303-369-1800
janelle@westwindmanagement.com

Leslie Ashford
Hammersmith Management
303-376-3211
lashford@ehammersmith.com

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
REQUEST FOR PROPOSALS
FOR DISTRICT SNOW REMOVAL 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 6,700 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 SNOW REMOVAL SERVICES REQUESTED TO BE PERFORMED FOR THE DISTRICT:

I. SCOPE OF SERVICES:

- A. **Snow Removal Services:** The Provider shall provide the Snow Removal Services on sidewalks and pedestrian entryways and exits within the District as shown on Exhibit A attached hereto and incorporated herein by reference (the “Snow Removal Areas”).
1. **Timing and Extent of Services:** The District’s intention is to facilitate the use of sidewalks to access schools, as reflected in the designation of Priority 1 and Priority 2 walkways as shown on Exhibit A. The Provider shall exercise its best efforts to remove snow from school access sidewalks prior to 8:00 a.m. on school days. The Provider will perform snow removal on Priority 1 and Priority 2 walkways as shown on Exhibit A. When two-thirds of the snow removal budget for the District for each year is expended, snow removal for the remainder of the current budget year will be limited to Priority 1 walkways, unless otherwise directed by the Board of Directors on a case-by-case basis. The Provider shall exercise its judgment to determine the extent to which it provides Snow Removal Services, based on snow accumulation of two (2) inches or more, or due to icy or other related conditions.
 2. **Ice Melting Chemicals:** The Provider shall exercise its judgment regarding the application of ice melting chemicals. The District acknowledges that ice melting chemicals may cause damage to plants and turf and that the Provider assumes no liability for any damage which results from the proper application of such ice melting chemicals.
 3. **Damage to Snow Removal Areas:** Any repair or replacement of damaged vegetation or landscape improvements resulting from Provider’s Snow Removal Services shall be at the expense of the Provider.
- B. **Services Performed Under Work Orders:** The terms of the Agreement shall apply to any services or work performed by the Provider pursuant to a Work Order approved by the District (the “Work Order”). Snow Removal Services and services performed pursuant to any Work Order may be collectively referred to herein as the Services.

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

III. GENERAL PROVISIONS:

- A. **Attendance at Board Meetings and Reports to District Manager:** Attendance at Regular 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 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 prior to the meeting.
- B. **Provider's Duties:** The Provider will render the services as follows:
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 subcontractors while performing the services.
 2. **Performance During Term:** The Provider will commence performing the Snow Removal as specified on the first day of the term and will thereafter continually and diligently perform such services as specified.
 3. **Compliance with the Applicable Law:** The Provider will, at its own expense, throughout the term of this Agreement, comply with all 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").
 4. **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. **Licenses:** The Provider and all of its employees performing tasks that require licensing shall be licensed to the extent required by all Applicable Law and will, at Provider's cost, maintain such licensing throughout the term. Such licenses include any requirements set forth by the State of Colorado and the Environmental Protection Agency.

6. 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 which are filed or asserted against the District and/or such property that 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.
7. 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 snow removal equipment. At all times the Provider shall be alert for damages to any landscape improvements, including but not limited to plant stock, turf, ground cover, benches, trash receptacles, play equipment, shelters, and irrigation equipment ("Landscape Improvements") regardless of cause. When such damage is identified, the Provider shall immediately notify the District Manager.
8. Operation of Motorized Vehicles or Equipment: The operation of vehicles or equipment on or through parks and open space owned or maintained by the District is prohibited except for those used for snow removal. Service equipment and vehicles may only operate on paved surfaces unless a special permit has been obtained in writing from the District.

IV. TERMS OF PAYMENT:

- A. Request for Payment: During the term of its services to the District, the Provider shall submit to the District Manager, by the second Tuesday of the month, a standard pay request form attached to a report detailing the following:
 - Snow Removal Services performed during the previous month including but not limited to:
 - Locations
 - Time and rate per hour of each employee (if applicable)
 - Quantities of materials used in the work performed (if applicable)
 - Reason for work performance
 - Detail of problems encountered and corrective action taken or proposed to be taken
 - Work Orders recommended to be performed in the future and reason for performance
 - If taken, payment requests for Work Orders performed and supporting documentation
 - Maintenance inspection report discussing (but not limited to) the following:
 - Safety conditions
 - Appearance

- Follow up items for the following month
- Services performed during the previous month pursuant to an approved Work Order.

Any failure to timely provide the foregoing detailed pay request form and report may delay payment up to the next monthly District Board of Directors Meeting.

- B. **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.

V. INDEMNITIES AND WAIVERS; CONFIDENTIALITY:

- A. **Indemnities as to Performance:** The Provider will Indemnify and Defend the District and its directors, officers, employees, and agents (collectively, the “District Parties”) against all claims, damages, and liability arising out of any intentional, reckless, grossly negligent, or negligent act or omission by the Provider or its employees, subcontractors, agents, or any other individual or entity that provides 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.
- B. **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.
- C. **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.

VI. PROVIDER’S INSURANCE:

- A. **Coverages:** The Provider will, at its sole cost and expense, maintain in effect at all times during the term 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.

- 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.

2. Liability Insurance:

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

This policy will contain

- a) an endorsement including the District Parties as “additional insureds”,
- b) cross-liability and severability of interest endorsements,
- c) a waiver of subrogation in favor of the District Parties, and
- d) an aggregate per location endorsement.

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

- a) an endorsement including the District Parties as “additional insureds”,
- b) cross-liability and severability of interest endorsements,
- c) a waiver of subrogation in favor of the District Parties, and
- d) an aggregate per location endorsement.

4. Umbrella Liability Insurance:

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

This policy will be written on an umbrella basis above the liability and vehicle insurance coverages described above and contain

- a) an endorsement including the District Parties as additional insureds,
- b) a waiver of subrogation in favor of the District Parties, and
- c) an aggregate per location endorsement.

- B. **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.

- C. **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 by the Agreement. 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.

VII. MISCELLANEOUS:

- A. **Performing Services for District Homeowners Associations (HOAs):** Provider must be willing to contract with and bill separately the HOAs within the District for Snow Removal Services in Common Areas maintained by the HOAs.

PROPOSAL SUBMITTAL INSTRUCTIONS:

- A. 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.**
- B. 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.**
- C. Firms responding to this RFP do so solely at their own expense.**
- D. 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.**
- E. 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 is the right to terminate this RFP process at any time in its sole discretion.**
- F. Responders are encouraged to be creative in their proposed approach and manner or style of management.**
- G. Responses to this RFP shall, at a minimum, include the following:**
 - 1. Describe in detail how the firm would provide the services outlined in this RFP.**
 - 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;**
 - 3. An organizational overview of the firm including years in existence and experience in providing snow removal services for Metropolitan Districts or other large governmental entities or organizations;**
 - 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;**
 - 5. At least three client references, preferably from Metropolitan Districts or other large governmental entities or organizations;**
 - 6. Disclosure of any potential conflict of interest by individuals with the District; and**
 - 7. Timing of ability to begin work**

Cost Proposal: Complete the attached Exhibit B and C and include it with your response along with any other rates not shown. Also provide any out-of-pocket expenses that you may require to be reimbursed by the District.

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

Snow Removal Map



Legend






-  Chatfield Farms
-  Parking Lot
-  Priority 1
-  Priority 2
-  RVMD Boundary



EXHIBIT B

SNOW REMOVAL RATES

Service or Equipment Item	Billing Unit (Per Hour,Application,Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
4x4 Pick-Up with 7.5 Foot Plow	Hour	\$125.00	\$187.50
Stake body with Plow	Hour	\$125.00	\$187.50
Tandem with Plow	Hour	N/A	N/A
Dump Truck – (size)	(15yd) Hour	\$185.00	\$277.50
Sand Truck	Hour	\$125.00	\$187.50
Backhoe	Hour	N/A	N/A
Loader	Hour	N/A	N/A
ATV/Tool Cat with blade	Hour	\$100	\$150.00
Skid Steer with Pusher/plow	Hour	\$175.00	\$262.50
Skid Steer with Bucket	Hour	\$155.00	\$232.50
Front End Loader (any minimum)	Hour (2hr. min.)	\$225.00	\$337.50
Front End Loader with Pusher/Box (any minimum)	Hour (2hr. min.)	\$250.00	\$375.00
Snow Blower	Hour	\$90.00	\$135.00
Supervisor	Hour	\$75.00	\$112.50
Laborer/Shoveling	Hour	\$65.00	\$97.50
Ice Slicer	Ton	\$280.00	\$280.00
Ice Melt	Pound	\$1.10	\$1.10
Liquid Magnesium	Gallon	N/A	N/A
Standby Rate, Ice Watch Rate	Hour	\$125.00	\$187.50
Obstacle Identification Service	Hour (+Stakes)	\$85 (+\$4.50/stake)	\$127.50 (+\$4.50/stake)
Identify Any other Service or Equipment not Listed			

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services

EXHIBIT C

EMERGENCY SNOW REMOVAL RATES

For use in extreme snow/blizzard events, of 12 inches or greater accumulation in one 24-hour period.

Service or Equipment Item	Billing Unit (Per Hour,Application,Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
Mobilization time, portal to portal	Hour	\$289.00	\$433.50
Fueling Heavy Equipment	Hour	\$84.00	\$126.00
4x4 Pick-Up with 7.5 Foot Plow	Hour	\$164.00	\$246.00
Tandem with Plow	Hour	N/A	N/A
Dump Truck – (size)	(15yd) Hour	\$343.00	\$514.00
Sand Truck	Hour	\$164.00	\$246.00
Backhoe	Hour	N/A	N/A
Loader	Hour	N/A	N/A
ATV/Tool Cat with blade	Hour	\$144.00	\$216.00
Skid Steer with Pusher/plow	Hour	\$250.00	\$375.00
Skid Steer with Bucket	Hour	\$237.00	\$355.50
Front End Loader (any minimum)	Hour (2hr. Min.)	\$375.00 (2hr. Min.)	\$562.50 (2hr. Min.)
Front End Loader with Pusher/Box (any minimum)	Hour (2hr. Min.)	\$375.00 (2hr. Min.)	\$562.50 (2hr. Min.)
Snow Blower	Hour	\$113.00	\$169.50
Supervisor	Hour	\$85.00	\$127.50
Laborer/Shoveling	Hour	\$83.00	\$124.50
Ice Slicer	Ton	\$280.00	\$280.00
Ice Melt	Pound	\$1.27	\$1.27
Liquid Magnesium	Gallon	N/A	N/A
Standby Rate, Ice Watch Rate	Hour	\$164.00	\$246.00
Obstacle Identification Service	Hour (+material)	\$98.00 (+\$5.00/stake)	\$147.00 (+\$5.00/stake)
Identify Any other Service or Equipment not Listed			

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services

Roxborough Village Metropolitan District

2023 Landscape Bid Comparison

	Arrowhead	BrightView	CDI	DCPS	Iron Cross Services	Keesen	SOS Site Services
Standard Landscape Service	\$351,470.00	\$272,758.00	\$171,335.40	\$280,456.00	\$493,431.00	\$227,502.00	\$227,990.00
Additional							
Native Area Mowing	\$4,800.00	\$3,039.00	\$970.00 per mowing	Not Provided	Not Provided	\$1,860.00	\$130.00
Annual Flower Installations and Maint.	Bid By Area	\$5,517.00	Not Provided	Not Provided	Not Provided	TBD	\$71.50
Irrigation System Repair (After 80/mo)	\$77.00	\$70.00	Not Provided	Not Provided	Not Provided	\$73.00	\$82.50
Insect and Disease Control	Bi by Application	Per Quote - Bailey's	Not Provided	Not Provided	Not Provided	TBD	\$148.50
Tree Wrap/Unwrap	\$25.00 per tree	\$20.00 per tree	Not Provided	Not Provided	Not Provided	TBD	\$18.00
Winter Watering Each	Bid to Conditions	\$900 per day	Not Provided	Not Provided	Not Provided	\$16,500.00	\$125.00
Tree Pruning	Bid to Conditions	Per Quote - Bailey's	Not Provided	Not Provided	Not Provided	\$49.00	\$125.00
Large Debris Removal	Bid to Conditions	\$55.00	Not Provided	Not Provided	Not Provided	\$49.00	\$71.50
Holiday Lights - Set-Up and Removal	Bid to Conditions	\$9,997.00	Not Provided	Not Provided	Not Provided	TBD	\$71.50
Trash Pick-Up - Additional	\$65.00	\$55.00	Not Provided	Not Provided	Not Provided	\$49.00	\$71.50



October 7, 2022

Roxborough Village Metropolitan District
c/o Special District Management Services
141 Union Blvd, Suite 150
Lakewood, CO 80228

Re: 2022-23 Grounds Care

To Whom It May Concern:

It is my pleasure to provide a proposal for 2022-23 Grounds Care. After a careful evaluation of the RFP documentation and physical site, I am confident that Arrowhead can provide world-class service, and the high level of quality that a District of your caliber deserves.

Arrowhead follows a proven, disciplined approach to providing services to our clients. Quality is achieved through proper training, supervision and following best management practices in the industry. Our relentless focus on quality sets Arrowhead apart as a trusted advisor and business partner.

For the best clarity, we have added your RFP documents to our service agreements. We will be happy to work with the District to finalize these into a version that works for both parties. Because there is a lot to understand and we want to make sure your needs are met, I am requesting the opportunity to meet with the Board for a review of this proposal.

We believe our best-in-industry employees are the key to our success and we commit to having a consultative, partnership approach with the District. We are eager to discuss how our partnership will provide the best solutions for your future Landscape Maintenance needs, and we look forward to the opportunity of exceeding your expectations.

Sincerely,
Mike Bolsinger, CLT
Arrowhead Landscape Services, Inc.
Cell (303) 656-3606
Mike.Bolsinger@arrowheadcares.com

Enclosures



Arrowhead Landscape Services, Inc. follows a proven, disciplined approach to providing services to our clients. Quality is achieved through proper training, supervision and following best management practices. Our relentless focus on quality sets Arrowhead apart as a trusted advisor and business partner.

No matter the challenge, we are dedicated to doing it right. From maintenance practices to water management, we follow the strictest guidelines. We implement multiple levels of supervision to assure the highest quality standards are met. Quality goes beyond our work in the field as we aim to provide the best overall experience from regular communication to correspondence with our administrative team.

Beside a focus of quality, Arrowhead takes a proactive approach to details and communication. Anyone can make this claim, but we have a proven track record of taking initiative in the details that matter to our clients. We accomplish this by staffing at levels which ensure our crews are routinely looking at the details and our Management Team is in communication with our clients.

Facts About Arrowhead

- Founded in 2004
 - Serving the Denver Metro (Castle Rock to Longmont) and Colorado Springs Markets
 - 4 Facilities in the Denver Metro Area
 - More than 100 Full Time Employees and Over 100 Seasonal Workers
 - Late model fleet of heavy duty commercial vehicles, trailers, loaders and hundreds of pieces of small equipment owned and maintained daily
 - Company is in good standing with all government and related agencies
-

Services & Clients

Arrowhead provides services to office buildings, institutional sites, shopping centers, homeowners associations, apartments and other properties that are commercial in nature.

Our services include Landscape Maintenance, Irrigation Service & Water Management, Landscape Construction & Enhancements, Annual Flowers and Perennial Gardens. Snow Services are available with Landscape Maintenance.

Workforce & Credentials

We are proud to be an Equal Opportunity Employer, I-9 Compliant and utilize e-verify. We first and foremost aim to hire locally and when needed, utilize the US Government H2B guest worker program for seasonal positions.

Our Management Staff averages 19 years of industry experience and hold the following industry credentials:

- CA – ISA Certified Arborist
- CLT - Certified Landscape Technician
- SLP – Sustainable Landscape Management
- ASSE - Certified Backflow Tester
- CIT – Certified Irrigation Technician
- Colorado Department of Agriculture Qualified Supervisor
- Colorado Department of Agriculture Licensed Pesticide Applicator



LANDSCAPE MAINTENANCE AGREEMENT FOR Roxborough Village Metropolitan District / Littleton CO 80125

This AGREEMENT is made and entered into this _____ day of _____ 20_____, by and between, Roxborough Village Metropolitan District (Customer) and Arrowhead Landscape Services, Inc. (Contractor).

I. SCOPE

To provide specific landscape maintenance services as described in this agreement and provide additional services requested by the Customer at separate costs that are not included herein.

II. CONTRACT TERM

The contract term shall be from **November 1, 2022 through December 31, 2023**. Unless terminated as per Section "VI." or a new Agreement has been executed by both parties, this Agreement will automatically renew and remain in full effect for an additional contract term. A cost-of-living adjustment, not to exceed 3%, will be applied to the Agreement price. Unit and hourly rates will adjust to Arrowhead Landscape Services, Inc. current rates for each renewal period.

III. DEFINITIONS

The term "Customer" and "Contractor" where used in this agreement shall be those specifically named above including any authorized representative of Customer.

IV. GENERAL REQUIREMENTS

- a) The Contractor shall furnish all labor, materials, and equipment to perform landscape maintenance services in accordance with the requirements herein specified.
- b) By execution of this Agreement, the Customer guarantees that sufficient funds are available for the payment of all contracted services and additional work required.
- c) The Contractor shall be responsible for any neglectful damages caused by his work force while performing the requirements of this Agreement. Labor and materials for the repair or replacement of these damages shall be provided by the Contractor. The Contractor reserves the right to an arbitration hearing with the Customer and a nonpartisan third party on questionable damages.
- d) The Contractor will hold the Customer harmless for all costs associated with liens of as a result of the Contractor's failure to pay all sums due or claimed for materials, labor or services associated with this agreement.
- e) Both parties agree to binding arbitration for any dispute arising out of this agreement. Location to be in the county where the work was performed. The prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sums as the Arbitrator deems to be a reasonable attorney's fee. While in dispute, Customer agrees to pay for all contractual and additional service work as invoiced and as per the terms of this Agreement until a final arbitration decision is issued regarding the dispute.

V. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire understanding between Customer and Contractor. No modification, amendment, renegotiation, or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon in writing by both parties.

VI. TERMINATION

Either party may terminate this Agreement with notice in writing by certified mail to the other party. Notice to be given at least 30 days prior to the effective date of such termination.

Contractor and Customer agree that work performed is proportionally greater during the growing season rather than the winter months. In the event of termination by either party, full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be issued on the termination date.

If payment for services rendered is delinquent by 15 days or more, Arrowhead Landscape Services, Inc. and its affiliated companies have the option of suspending services until the account is made current or terminating the Agreement immediately.

VII. INSURANCE

The Contractor shall be covered by a minimum of \$1,000,000 of liability insurance and statutory limits for workers compensation insurance. Upon request, the Contractor shall provide proof of coverage to the Customer.

VIII. FORCE MAJEURE

Contractor may be unable to perform and shall be excused due to acts of God, extreme or unusual weather, labor problems such as strikes and shortages, delays, supply shortages and any government or governing agencies regulations.

IX. SCOPE OF WORK

See the Service Summary within this agreement for specific number of occurrences for the following services when applicable.

X. ROUTINE MAINTENANCE

a) MOWING

All manicured turf areas to be mowed at an approximate height of 3 – 3-1/2” during the growing season. Mowing will vary in frequency when the turf is growing at a slower rate in the spring and in the fall. Clippings will be mulched, and excessive clumps will be distributed or gathered and removed. Catchers will be used only where deemed necessary by Contractor.

b) TRIMMING

Areas inaccessible to mowers will be string trimmed. The Contractor will use care in utilizing string trimmers however, the Customer acknowledges that structures may be damaged by long term use of string trimmers.

c) EDGING

All concrete walks and curbs adjacent to turf areas will be edged with a steel-bladed edger. Contractor will use care in utilizing edging equipment however, the Customer acknowledges that irrigation system components or items buried beneath the surface may be damaged.

d) WEEDING

Beds will be weeded using a combination of hand pulling and chemical control. Unless specified in this agreement, maintaining annual floral beds are contracted separately.

e) CLEAN-UP

At the time of mowing, all turf and bed areas will be policed for loose trash and debris. Policing does not include parking lots, vandalism, removing biohazards and cleaning-up from storms or other acts of God. Grass clippings will be blown from walks, porches, and curb lines.

XI. SPRING CLEAN-UP

Dependent upon the dates of this Agreement, the Contractor shall be responsible for gathering and removal of leaves from manicured turf and bed areas one (1) time in the spring. At such time select perennials and ornamental grasses shall be cut back to near ground level.

XII. FALL CLEAN-UP

Dependent upon the dates of this Agreement, manicured turf and bed areas will have leaves and debris removed in the fall after all leaves have dropped. This is performed on two (2) occasions in October and/or November approximately 10-14 days apart. At such time, select perennials shall be cut back to near ground level and may include ornamental grasses if deemed appropriate by Contractor.

XIII. TURF FERTILIZATION, INSECT & DISEASE

- a) Contactor will determine and administer an appropriate fertilization program for manicured turf areas based upon the season, turf conditions and timing of this Agreement's term.
- b) Unless specified differently within this Agreement, turf insect and disease control applications are not included but may be proposed separately at an additional cost.

XIV. CHEMICAL CONTROL PLAN

- a) The Contractor shall provide chemical applications targeted toward common weeds in manicured turf areas. Select weed species may require separate applications not included in this agreement.
- b) Dependent upon the dates of this Agreement, one (1) pre-emergent application for problematic mulch bed and rock bed areas may be included at the Contractor's discretion depending upon seasonal conditions.
- c) Non-selective post emergent weed applications will be made to sidewalk cracks, curb lines and bed areas on a regular basis throughout the contract term.
- d) A grass free area will be established chemically around trees in turf areas and maintained seasonally.
- e) Unless specified differently within this Agreement, Integrated Pest Management (IPM), which can include services such as topical spraying, injections, and fertilizations, is not included in this agreement but may be proposed separately at an additional cost.

XV. TURF AERATION

Performed in the spring and/or fall, core aeration is beneficial in breaking up soil compaction and allowing air, water, and nutrients to enter the root zone. See the Service Summary for occurrences when applicable.

XVI. TREE AND SHRUB PRUNING

- a) Contractor shall perform aesthetic (shearing and shaping) pruning of deciduous and evergreen shrubs under ten feet (10'). Pruning select species, such as flowering varieties, will occur so as not to discourage blooming. Follow up pruning to maintain certain clearances may be performed at the

Contractors discretion. The number of pruning occurrences is shown on the service summary at the end of this Agreement.

Low limbs on trees and shrubs under ten feet (10') which overhang sidewalks and drives will be pruned to maintain clearances as determined by Contractor. This applies to trees which have been maintained in this manner. Tree suckers will be removed continuously to maintain a neat appearance.

Trees and shrubs over ten feet (10') in height are not included in this contract.

Pruning shall be accomplished with proper tools and equipment. Debris resulting from all pruning operations shall be collected and removed by Contractor before departing the worksite.

b) STRUCTURAL, RENEWAL, SELECTIVE PRUNING

Unless specified differently within this Agreement, corrective, selective hand pruning and removal of deadwood is not included as part of this agreement but may be proposed separately at an additional cost.

XVII. IRRIGATION SYSTEM MAINTENANCE AND OPERATION

Irrigation system services are dependent on the dates of this agreement, please see Service Summary at the end of this agreement for specific occurrences, if applicable.

a) ACTIVATION

The irrigation system will be activated in the spring. Actual date of activation will be at the discretion of the Contractor and dependent on weather conditions.

b) SYSTEM MONITORING

Contractor shall assess the sprinkler system operation weekly to ensure proper function. Pattern adjustments and controller programming is included in this agreement and will be performed as the Contractor deems necessary with water conservation being a priority.

c) WINTERIZATION

In the fall, as weather conditions warrant, the contractor will deactivate the irrigation system to aid in preventing freeze damage. This may include wrapping backflow devices at an additional cost unless specified differently in this agreement. After deactivation, the contractor will evacuate water from accessible lines and components of the irrigation system using compressed air.

d) REPAIRS & TROUBLESHOOTING

Contractor will perform repairs and or troubleshooting to keep the system in operating condition. Irrigation repairs will be billed as per the hourly rates outlined in this agreement. Materials and equipment fees will be charged when applicable.

XVIII. WINTER POLICING

Dependent upon the dates of this Agreement and as weather conditions allow, landscape areas will be policed weekly for loose trash and debris from November to March. Periodic inspections will be made through the winter months to assess special requirements of the landscape.

XIX. MISCELLANEOUS SERVICES

a) See attached District RFP and chart in section XXI. as a reference to the scope of work in this Agreement.

XX. HOURLY RATES

Work not covered in this Agreement will be billed at the rates listed below. If requested, a quotation will be furnished to the Customer for special projects.

IRRIGATION TECHNICIAN	\$77.00 per hour
WATER MANAGER (smart controller or central control mgmt.)	\$98.00 per hour
EMERGENCY DISPATCH (outside of normal business hours of 7am-5pm, weekends and company holidays, 2 hr. minimum)	\$140.00 per hour
SUPERVISOR W/TRUCK	\$77.00 per hour
LABORER (without equipment)	\$60.00 per hour
CHEMICAL APPLICATOR W/ EQUIPMENT (materials extra)	\$125.00 per hour
HAND WATERING (from onsite tap using hoses)	\$77.00 per hour
WATERING TRUCK (per person plus water)	\$125.00 per hour
MISCELLANEOUS MOWING (standard equipment)	\$75/up per hour
BACKFLOW TESTING (per device)	\$140.00 each

XXI. SERVICE SUMMARY

SERVICE	QUANTITY
ROUTINE MAINTENANCE (MOW, TRIM, WEEDING, CLEAN UP)	26
SIDEWALK AND CURB EDGING	13
SPRING CLEAN-UP	1
FALL CLEAN-UP	2
CUTTING ORNAMENTAL GRASSES (WHEN APPLICABLE)	1
TURF FERTILIZATION	3
PRE-EMERGENT WEED CONTROL - TURF AREAS	1
POST EMERGENT WEED CONTROL- TURF AREAS	3
PRE-EMERGENT WEED CONTROL- BED AREAS	1
BED AREA AND HARDSCAPE WEED CONTROL	26
TURF AERATION	2
SEASONAL PRUNING - SHRUBS UNDER 10'	2
PRUNING- LOW LIMBS ON TREES UNDER 10'	1
IRRIGATION SYSTEM ACTIVATION	1
IRRIGATION SYSTEM INSPECTION AND ADJUSTMENT	26
IRRIGATION SYSTEM WINTERIZATION	1
SUMMER AND WINTER POLICING	104
NATIVE MOWING	1
BEAUTY BAND MOWING TRAILS AND FENCES	6
PET STATION MAINTENANCE (REFILS AND LINERS NOT INCLUDED)	104
SOFTBALL FIELD STRIPING	6
SKATE PARK PRESSURE WASHING	1
SPRING MULCH TOP DRESS	1
POND TRASH POLICING	2
IRRIGATION POND LEVEL MONITORING	14
FLOWER DEAD HEADING	26

XXII. PAYMENT SCHEDULE

The total price for this Agreement is **\$351,470.00** and will be invoiced at **\$25,105.00** per month from **November 1, 2022 through December 31, 2023.**

Invoices will be submitted on approximately the 1st of each month and due at the end of each month. Payments shall be made payable to Arrowhead Landscape Services, Inc. Any additional work will be invoiced at a time and materials rate immediately upon completion. A brief description including dates, time spent, and material cost will be submitted with each additional work billing.

XXIII. PAYMENT TERMS

Payment for all invoices is due within 30 days of invoice date. A service charge of \$50.00 per invoice and two percent (2%) interest per month will be charged on all past due amounts. Billing discrepancies must be brought to the attention of an Arrowhead Landscape Services, Inc. representative within 30 days of invoice date or all rights to a resolution will be waived.

IN WITNESS WHEREOF, THE CUSTOMER AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

CONTRACTOR: **Arrowhead Landscape Services, Inc.**

By: _____

Printed Name: _____

Title: _____

Date: _____

CUSTOMER: **Roxborough Village Metropolitan District**

By: _____

Printed Name: _____

Title: _____

Date: _____

**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 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 (Occurrence Basis)	\$5,000,000 per occurrence \$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

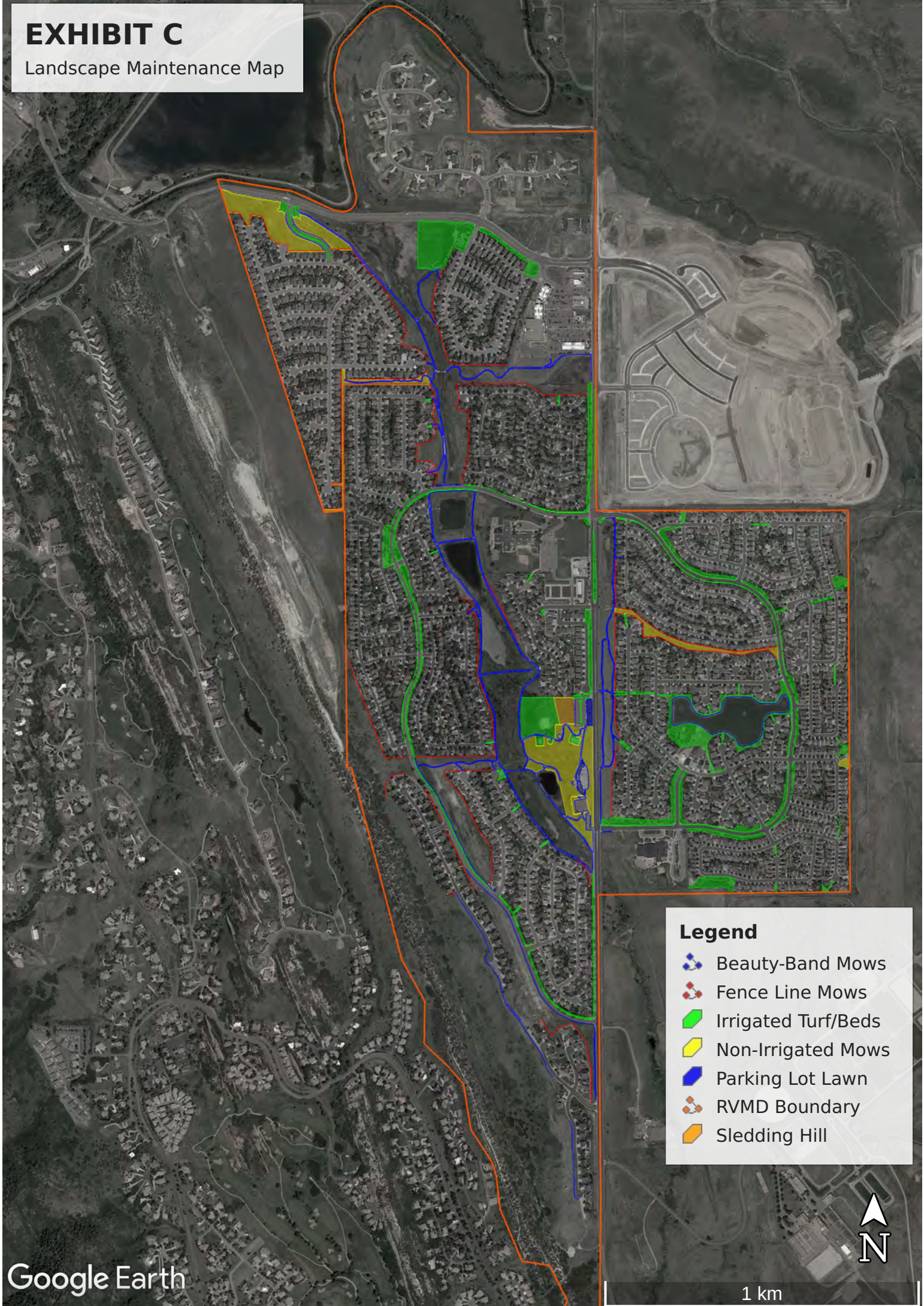
Dog waste pick-up	Twice Weekly	January - December
Litter removal (on the ground and pond edges)	Weekly	January - December
Litter removal (within ponds)	2	May/November

Additional Services Not Included in Contract Price:

SERVICE	FREQUENCY/ NUMBER	COST/RATE
Native Area Mowing - Additional	Upon Approval	\$4,800.00
Annual Flower Installation and Maintenance	Upon Approval	Bid by Area
Irrigation System Repair (after contracted 80 hours per month)	Upon Approval	\$77.00/hr plus material
Insect and Disease Control	Upon Approval	Bid by Application
Tree Wrap/Unwrap	Upon Approval	\$25.00 per tree
Winter Watering Each	Upon Approval	Bid to Conditions
Tree Pruning	Upon Approval	Bid to Conditions
Large Debris Removal	Upon Approval	Bid to Conditions
Holiday Lights /Decorations Set-up and Removal	Upon Approval	Bid to Conditions
Trash Pick-up - Additional	Upon Approval	\$65.00 per hour

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





Custom Solutions for *Roxborough Village Metropolitan District*

Landscape Maintenance and Snow Removal Services

October 7, 2022

Mathew Hart – Roxborough Village MD Board President
Peggy Ripko – District Manager - SDMS
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
RE: Roxborough Village Metropolitan District (RVMD)

Dear Mat, Peggy and Board Members,

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal for customized solutions and professional management of the landscape/snow maintenance responsibilities at Roxborough Village MD. We understand the services outlined in the landscape and snow RFPs.

Our team of professionals has carefully reviewed your specifications and has invested significant time to ensure we have developed a thorough and comprehensive proposal. We have reviewed every aspect of your site, considering all resources we feel will be required to serve you and your residents and to exceed your expectations. In addition, BrightView's history on site, gives us a depth of knowledge about the site like non other.

We welcome the opportunity to discuss in person our approach to caring for your property. It's a large responsibility and we can assure you that our team is accustomed to delivering the level of service, professionalism and dedication required for a site of this caliber. A few items we would love to discuss further with you include:

- **Team History and Irrigation Expertise**
- **Communication and Quality Site Assessments (QSA) – BrightView's site monitoring and reporting tool**
- **Tenue and Depth of Resources.**

Roxborough Village MD is an exceptional property, and we appreciate that the quality of the landscape presentation and the thoroughness of our plan are an integral part of driving the best experience for your residents, visitors, staff, etc. What this cannot measure is the depth of our commitment to Roxborough Village MD to be a proactive, innovative, flexible and solution-oriented partner. Within the scope as large as this, we fully realize additional questions, further information and clarifications may be necessary. Should you have any questions, or if I may be of additional service, please do not hesitate to call me. Thank you for the opportunity to participate in this process. We look forward to your favorable reply.

Sincerely,



Marcia M. Pryor
Business Developer



We Have You Covered at Every Stage of Your Landscape

We have experience in all aspects of our business and have a desire to learn all facets of landscape so we can provide the best service to our customers. That means we will be here to take care of your landscape at every stage of your property’s lifecycle. As a full-service and team-based landscape company, we can mobilize quickly to respond to special requests that may fall outside of the scope of landscape maintenance. We take pride in providing the highest-quality landscape services with a worry-free, dependable service commitment. This all-encompassing expertise extends to:

Design

Forward-thinking, constructible design that considers future operating costs.

Develop

Seamless project delivery that meets your goals and long-term expectations, on-time and on-budget.

Enhance

Thoughtful improvements to enrich your landscape’s appearance and sustainability.

Maintain

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.



Design	Develop	Maintain	Enhance
<ul style="list-style-type: none"> • Landscape Architecture & Planning • Design Build • Program Management 	<ul style="list-style-type: none"> • Planting • Hardscaping • Pools & Water Features • Compliance • Tree Growing & Moving 	<ul style="list-style-type: none"> • Landscape • Tree Care • Snow & Ice • Specialty Turf • Exterior Maintenance 	<ul style="list-style-type: none"> • Enhancements • Sustainability • Water Management

An Expansive & Dedicated Support Network

Our organizational structure enables us to pair the power of national resources with the know-how of local landscape experts. Focused on operating standards and procedures that drive consistency and predictable outcomes, we listen carefully and measure success against your standards.

We educate our employees – instilling knowledge, professionalism, and the confidence to effectively operate as an extension of your team. Senior leadership and account teams are accessible and involved. They ensure every team member understands your expectations and is empowered to exceed them.

We equip our teams with operating standards that allow them to safely and successfully execute performance delivery. We have invested in refining the science, technology, and human expertise behind our integrated capabilities to establish an operational model that is unlike any other in the industry. Designed to be highly efficient in helping clients reduce their operating expenses, this approach helps to effectively maintain and improve landscape conditions down to very last detail.





RFP Responses

1. Describe in detail how the firm would provide the services outlined in the RFP

- To deliver service that meets your needs, BrightView places a great deal of emphasis on completely understanding our customers' needs, priorities and expectations, creating an operational plan using innovative tools and regimented processes, and then delivering quality service based on that plan. Details on the tools used can be found later in this proposal.
- Once a contract is awarded, we undergo a multi-faceted transition process. This involves an internal staff meeting with all management personnel responsible for the delivery of service to account for all activities that comprise the service plan. Maps are reviewed, employees and equipment allocated, and scheduling is performed by the Management team, incorporating the appropriate number of hours, the frequency of routine activities, and the timing of less frequent activities (such as Fertilization, Spring Irrigation, Pruning of Trees and Shrubs etc. This is followed up by an on-site meeting with the Roxborough Village MD Representative to further ensure our team's understanding of the property and the service plan. At this time, we discuss any goals for improvement and priorities set for the year to determine budgets for desired improvements.
- From this point forward, the service plan is followed, and the Account Manager will communicate, or meet with you on a on a pre-determined schedule to review our progress and adjust should any be needed. The Account Manager will visit the site weekly or more to identify specific goals for the service team, or to meet with teams that perform more seasonal services to ensure their understanding of the property. The Account Manager will be committed to attend the Monthly Board Meeting.

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

- See page 2
- See the following pages



RFP Responses

- 3. An organizational overview of the firm including years in existence and experience in providing snow removal services for Metropolitan Districts or other large governmental entities or organizations.**
 - Established in 1939, we are America's top commercial landscape and snow removal company. We plan, build and maintain hundreds of city parks and streetscapes, and cultivate healthy turf across America at Major League ballparks, the Olympics, D.C.'s National Mall, and on corporate and university campuses across the country--and we do it with incredible quality and passion. Our values, customer focus and family roots run deep, making BrightView an ideal company to provide Roxborough Village MD with the highest quality of service. As the trusted manager of numerous premier complexes, parks and communities throughout the country, we deliver high-quality expertise in all aspects of the landscape and snow removal industries. When you partner with BrightView, you receive personal service and proven expertise of a local, dedicated team backed by the strength and resources of the nation's largest and most experienced landscape services company. In doing so, we commit to understanding your needs by creating a customized plan and following through with flawless execution every day. BrightView utilizes E-Verify.
 - See following pages covering safety, sustainability, communication and snow removal processed.

- 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 - See pages 12 – 14.**
 - All team members listed except Jeremiah work solely out of our Denver West Branch – 2333 West Oxford Ave., Sheridan, CO 80110. Jeremiah is a regional team member who works out of all branches.

- 5. At least three client references, preferably from Metropolitan Districts or other large governmental entities or organizations.**
 - See page 36 - 37

- 6. Disclosure of any potential conflict of interest by individuals with the District**
 - There are no conflicts

- 7. Timing of ability to begin work**
 - We are currently maintaining the district (for the last 3 month) and have the desire and ability to continue teaming with the board and SDMS. Our current team would continue working on site.

Executive Overview



BrightView provides high-quality landscape services with an unwavering commitment to client service. As the nation's leading commercial landscaping services company, BrightView's 21,500 team members provide services ranging from landscape maintenance and enhancements to tree care and landscape development for thousands of client properties, including corporate and commercial properties, homeowners' associations, public parks, hotels and resorts, hospitals and other healthcare facilities, educational institutions, restaurants and retail, and golf courses. Regionally in Colorado, we have 376 full time team members in our Local Services Branch – landscape maintenance and snow removal. BrightView landscapes positively impact millions of lives every day.

Our core operating strategy is to systematically deliver our services on a local level. Our organization is designed to allow our branch-level management teams to focus on proactively identifying needed opportunities and delivering high quality services to customers, with the support of a national organization to provide centralized core functions, such as human resources, procurement and other process-driven management functions.

Our maintenance services model is grounded in our branch network. Each branch is led by a branch manager, who focuses on performance drivers, such as customer satisfaction, crew retention, safety and tactical procurement. Branch managers are supported by account managers, who focus on managing crew leaders, customer retention and sales of landscape enhancement services. In addition to our network of branch managers and account managers, our platform is differentiated by a highly experienced team of operational senior vice presidents and vice presidents, organized regionally, with an average tenure of 14 years. These team members are responsible for leading, teaching and developing branch managers as well as maintaining adherence to key operational strategies. Our senior operating personnel also foster a culture of engagement and emphasize promotion from within, which has played a key role in making BrightView the employer of choice within the broader landscape maintenance industry.

Our scale supports centralizing key functions, which enables our branch and account managers to focus their efforts on fostering deep relationships with customers, delivering excellent service and finding new revenue opportunities. As branches grow and we win new business, our branch model is easily scalable within an existing, well-developed market-based management structure with supporting corporate infrastructure.

Our Development Services organization is centered around 19 branch locations strategically located in large metropolitan areas with supportive demographics for growth and real estate development. Certain facilities used by our Development Services segment are shared or co-located with our Maintenance organization. Our Development Services branch network is supported by three design centers, as well as centralized support functions like our Maintenance Services organization.



Consistency in Quality Efficiently Delivered

Our goal is to consistently offer the best value in the marketplace by providing you with unmatched services, a customized approach focused on your specific priorities, and a well-maintained landscape you and your residents are proud of – all while meeting your predetermined budget parameters. Doing this requires operational excellence. The operational practices that allow us to consistently meet our customers’ expectations include:

The Industry’s Top Talent

When selecting teams, we match the specific landscape needs with our most appropriately experienced talent. At BrightView, we have a deep pool of talent. We recruit from the top horticultural and landscape schools in the country and have an all-encompassing training program that ensures our crews perform at their peak year round

State-Of-The- Art- Equipment

Our crews operate high quality and well-maintained equipment and are trained to use the most effective tool for each task on your property. The result – a better end product achieved with greater efficiency and fewer injuries.

Horticultural Excellence

Plant material looks and performs its best when maintained properly. Our horticultural experts understand the science of landscape maintenance and will ensure the plant material on your property receives the proper care for each season and as unexpected circumstances arise.

Innovation

Lead or follow; we choose to lead. BrightView seeks out and tests the latest technology so we can help our customers reduce operating costs, benefit from greater efficiencies and have all around healthier and higher performing plant material.

Systematic Operations

We deploy to ensure our crews focus on your priorities and important details are not overlooked. Our approach is to design the most effective path of motion for the work to be performed, specify the equipment to be used and supply our crew with detailed site plans that show their daily, weekly and monthly activities

Continuous Improvement

We routinely evaluate for safety, quality and effectiveness in a persistent effort to be better today than we were yesterday.

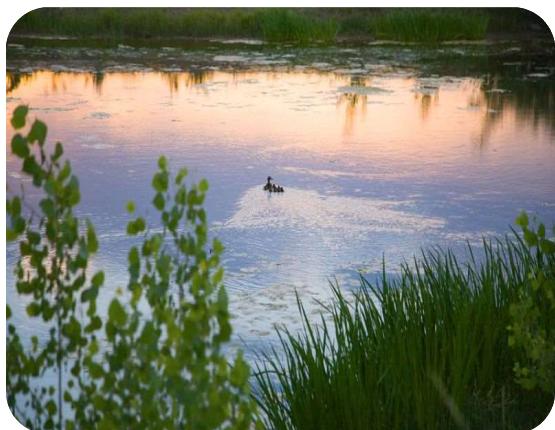


Committed to Doing Good



PEOPLE

Our goal is for each employee to feel as passionately about our company as we do about them. We want them to trust that we will work hard to enrich and nourish their lives. For that reason, we provide competitive wages and benefits for all BrightView employees; a safe, open work environment; and numerous development opportunities (field and management) so that employees will continue to grow their careers with us. Being part of the BrightView team means being highly valued. From safety measures to programs designed to build skills and advance careers, we do everything we can to protect, promote, and nurture our team members. Encouraging growth, rewarding success, and creating a learning culture where everyone can be his or her best is simply the BrightView way.



ENVIRONMENT

Taking care of the environment goes beyond creating beautiful landscapes. We are advocates for environmentally friendly horticultural best practices. As an established leader in the landscape industry, it is our duty and responsibility to apply unmatched expertise and resources to the process of finding real-world solutions that encourage water conservation, minimize green waste, and protect natural habitats. These endeavors inextricably link BrightView to the ongoing process of creating a more sustainable planet.

Our world is everyone's world. Our job is to help protect and preserve it.



COMMUNITY

We strengthen and better our communities by leveraging the skills of our most important resource — our employees.

The places we work are part of the communities in which we live, play, and thrive. That's why it's so important to us to give back. We encourage and support employee volunteerism by providing meaningful opportunities and nurturing a culture of dedication and service. We recognize and honor our outstanding volunteers. Our employees know they work for a caring, responsible company and that they are part of a larger social effort to make a meaningful difference in their own communities, and beyond.

How We'll Deliver on Our Promise

Communication

We consider communication a key priority at Roxborough Village MD. By being able to utilize all the tools below we are confident in creating a proactive, transparent and sustainable communication model.

Quarterly Business Reviews

Being able to get all Leaders together to discuss the state of the partnership on a Quarterly basis is key. We would set up 3 QBRs bringing our senior leadership in the market to truly drive a strong partnership. This timeframe will be used to either collaborate on KPI's, discuss what's ahead, areas of improvement or areas that are going well.

Quality Site Assessments

This tool is something we would utilize on a monthly basis meant to collaborate and do an audit of the exterior identifying everything from missed items with follow up action to bringing non landscaping issues to the attention of the community.

Customer Satisfaction Surveys

This is something we do two times a year to really drive engagement and an understanding of where we truly sit in your eyes. With the results of the survey, we can have real conversations on where we sit, what's working well and where are areas of opportunity.

Regular Site Visits

We understand that there are a lot of moving parts on a daily and weekly basis at Roxborough Village MD. Our plan is to be on site weekly, driving our plans and interacting with homeowners. Our goal is to be an integral part of the community and be very interactive, driving value with the end goal of improving the homeowner experience.



A Structure Designed to Support

The team selected to maintain Roxborough Village MD has the skills and experience necessary to meet your specific needs and expectations. Below is what you can learn to expect from each of the team members in place to support you.

CLIENT SERVICE TEAM

Job Title	Job Responsibility
Field and Landscape Crews	<ul style="list-style-type: none"> Experienced landscape professionals at the heart of our company Strong focus on attention to detail. In charge of all groundwork that will take place on site, including mowing, blowing, edging, pruning, weeding and debris pick up. Fulfill all contractual obligations and are directed by the Production Manager and Account Manager.
Crew Leader	<ul style="list-style-type: none"> Ensures readiness of workers, tools, and materials Trains field personnel Performs and leads job specifications
Production Manager	<ul style="list-style-type: none"> Manages and schedules crews Ensures readiness of workers, tools and materials Maintains safe working conditions Trains field personnel Ensures delivery of job specifications and quality
Account Manager	<ul style="list-style-type: none"> Primary customer contact Accountable for customer satisfaction Ensures compliance to job specifications and quality
Branch Manager	<ul style="list-style-type: none"> Ensures quality and efficient landscape management for clients Consistently improves best practices within the service branch Leads and supports all branch personnel
Vice President & General Manager	<ul style="list-style-type: none"> Ensures quality and efficient landscape management for clients Responsible for supporting the entire market's successful operation



Meet Your Local Service Team...



Michael Crespín
Branch Manager

The best managers lead by example, and Mike is a great example of how great customer service, and a strong background in horticulture, equates to becoming a strong leader. Mike graduated with a degree in Landscape Architecture from Colorado State University. He has 14 years of experience in the industry and has been with BrightView for 12 years, starting out as an estimator. He has continued his career successfully with BrightView as an account manager and senior account manager leading and managing crews and has brought his field and client knowledge as well as his financial knowledge to his team as a branch manager.



Dennis Bedford
Account Manager

Dennis has been in the construction landscape industries for 13 years. Dennis graduated from Western Colorado University and New Mexico Highlands University with a BS in Business Management. Throughout her career, there have been many constants, Dennis has been involved in client services, quality control, operations management, and snow management services. He is focused on meeting the needs of his customers and the importance of their return on their landscape investments. Dennis is the current Account Manager for Roxborough Village MD.



Eduardo (Lalo) Zapata
Production Manager

Lalo has been in the landscape industry for 24 years and with BrightView for 16. He has had roles in maintenance as a crew member, crew leader and is now our senior production manager. Lalo is a huge asset to the team and has a wealth of industry knowledge that we rely on daily. Lalo is the current Production Manager for Roxborough Village MD



Meet Your Local Service Team...



Travis Coyle
Irrigation Manager

Travis has been in the landscape industry for 21 years. He has had roles in maintenance as an Assistant Golf Course Superintendent, Irrigation Tech and Irrigation Manager. Travis graduated from The Ohio State University with a BS in Agriculture/Turf Grass Science. Travis is a QWEL Certified Landscaper



Tyler Thompson
Enhancement Manager

Tyler has been in the landscape industry for 27 years and with BrightView for 18. He has had roles in maintenance as a crew leader and enhancement operations manager. Tyler graduated from Clark State with an Associates Degree in Nursery/Turf and Landscape/Golf Course Operations.



Tim Fenner
Senior Irrigation Tech

Tim Fenner had been in the landscape industry for 39 years. He has an associates degree in Architecture from A CC and started out as an irrigation estimator and designer. Tim has held other roles such as irrigation supervisor, irrigation tech and in-house grounds keeper at a major hospital. He is well versed in all thing's irrigation, from pumps and non-potable water to newer ET controllers. Tim has past and current history at RVMD and is a major asset to our team and to the Village. Tim has a black belt in Taekwondo and has been a teacher in this discipline.



Meet Your Local Service Team...



We will provide an irrigation tech to monitor and check the system for 560 hours. While there they will check the operation of the sprinkler zones, valves, heads and controllers. After the new controllers have been set up, programmed and are receiving data, they will monitor the controllers and adjust as needed. In addition to the weekly commitment, they will also assist Tim as needed on breaks, etc.

Irrigation Tech



Marcia has been in the landscape industry for 38 years and with BrightView for 36. She has had roles as a Landscape Architect, Maintenance Account Manager and Business Developer. Marcia graduated from Colorado State University with a BS in Landscape Architecture. She is a Licensed Landscape Architect, a Certified Landscape Technician, Certified Sustainable Landscape Manager, a LEED AP and has won industry awards in design. Marcia is our Sustainability go to and is passionate about the industry and her clients

Marcia Pryor
Business Developer



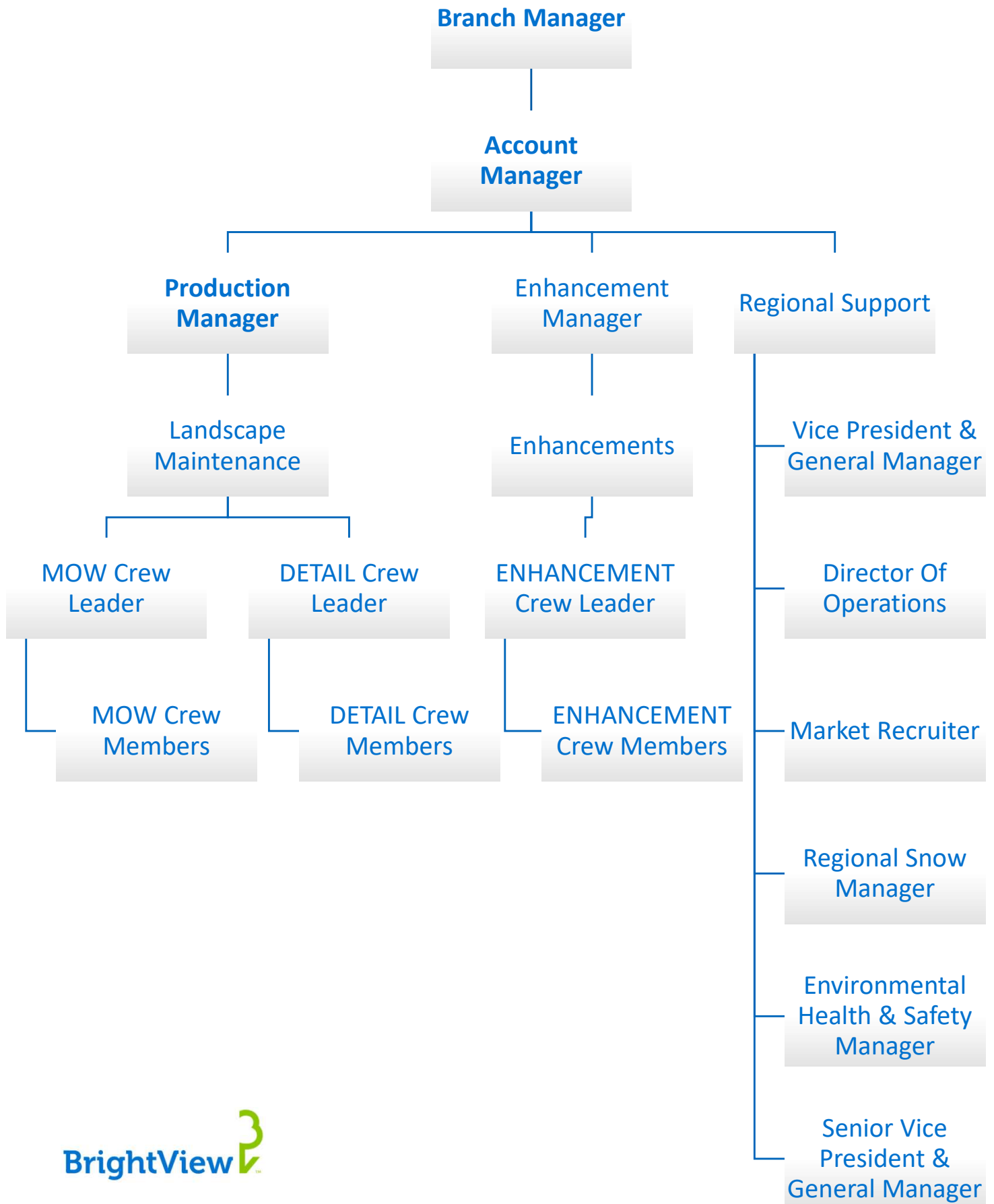
Jeremy has been in the landscape industry for 20 years and joined our BrightView team a year ago, from TruGreen. He has held roles in the industry that include spray tech – commercial – tree and turf and Chem Spray Manager (Regional). Jeremy holds a Pesticide Applicators Qualified Supervisor license. He manages our spray team and program for Colorado. Jeremy has history providing services at Wind Crest through TruGreen. He understand the site, irrigation water and the turf needs of Roxborough Village MD.

Jeremiah Congleton
Chem Spray Manager





...and Your Extended Service Team!





Etiquette & Professionalism

Our purpose is to take care of your residents, visitors, staff, guests, etc. of Sterling Ranch by delivering consistent excellence. Our team members take great pride in the work they do and the trusted relationships they foster, and that extends to the respect you can expect to see towards both people and property. Here are some ways we plan to take care of your residents, while taking care of this property.

Our Etiquette Practices

- Mow high priority areas first.
 - Eliminates the risk of injury
 - Eliminates distractions
- We practice the 25 Rule – within 25' feet from any pedestrian we stop and power down our equipment and acknowledge with a smile, wave, or hello
- Breaks are taken at high pedestrian and vehicle traffic times.
- Mow large open areas away from the buildings during peak traffic times.
- Do not mow close to occupied areas
- Look professional. All of our team members are equipped with uniforms

Professionals on the Job

- All team members will adorn a clean BrightView uniformed shirt
- When applicable, team members will also sport a BrightView hat
- All team members will wear Proper Personal Protective Equipment (PPE)
 - ANSI-Approved eye protection
 - Hearing protective devices
 - Class III safety vests
 - Safety toe boots



Our Employee Verification Process

BrightView confirms the eligibility of each and every employee at time of hire, through a web-based system E-Verify. Electronically comparing information provided by the employee to records available to the U.S. Department of Homeland Security (DHS) and the Social Security Administration (SSA), BrightView receives a response within seconds regarding the employee's eligibility. E-Verify is administered by SSA and U.S. Citizenship and Immigration Services (USCIS).



Ready, Trained and Enabled Crews on Your Site

As a service company, it is our belief that our deliverable quality of service starts with a safer, more knowledgeable, more efficient and more service-oriented team. BrightView has put together an extensive training and education program for the teams that will be taking care of Roxborough Village MD. This training and education is organized around a basic curriculum which we have outlined with a brief overview of each program. In addition to this formal training and education, BrightView will also be providing hands-on field training, cross training and mentorship on an ongoing basis.

Hazardous Communication

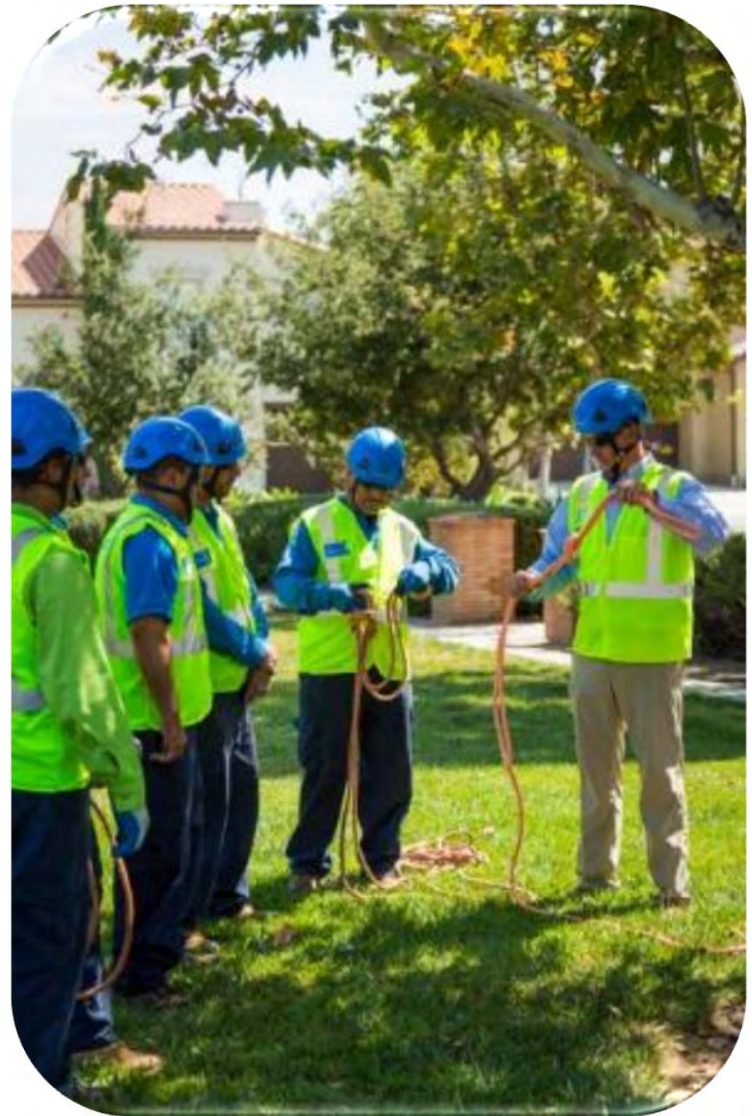
This program was developed to meet or exceed the requirements contained within OSHA CFR 1910.1200—Hazard Communication and any applicable state “Right-to-Know” laws and intended for all team members who may encounter hazardous chemicals through the course of their daily work.

Standard Production Methods

This program will be taught by our in-house training staff to teach our team members the best known methods of executing the fundamental landscape operations.

Horticultural Training

Levels I, II, and III - These three programs will be taught by our in-house horticulture staff. The classes will start with basic horticultural training such as proper pruning techniques and plant identification and then expand to over-integrated pest management and the diagnosis and treatment of unusual and complex problems which occur in the landscape.



Equipment Operation, Safety and Maintenance

This in-house program will provide detailed training and hands on instruction in the operation, safety and maintenance of all standard landscape equipment. Safety issues will be detailed in English and distributed in employee paychecks on a weekly basis. In addition, all supervisors will hold weekly tail-gate talks highlighting pertinent equipment operation, safety and maintenance issues.





Working Towards a Brighter, More Sustainable Future

Taking Care of our Environment with Smarter Landscapes



The communities we enjoy today will be the communities our children enjoy tomorrow. At BrightView, taking care of our environment isn't just about creating beautiful landscapes, it's about making a difference for generations to come.

Through proper planning and execution, a strategic landscape management plan can help meet environmental and financial objectives in these times of increased awareness and attention to the bottom line. Horticultural improvements, reducing water consumption and sending less waste to landfills can minimize your environmental footprint and yield big returns.



Climate Based Landscapes



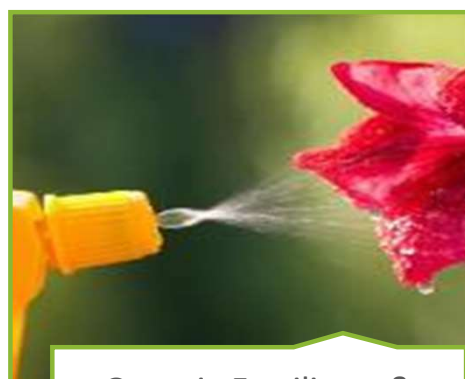
Water Management Systems



Waste Reduction



LEED Certification Support



Organic Fertilizers & Hybrid Programs



We'll Reduce Water Use & Spend, While Upping Curb Appeal

Tap into our network of experts who bring you the latest in water-saving technology and trends. We make it easy to find the water-saving solutions that are right for your property and budget. Plus, get professional advice on ways to reduce waste, recoup costs through savings, and take advantages of rebates where available.

Water is money and every drop counts. Thus, we will water your plant material based on actual need. No more, no less. Our water management expertise has helped our customers save significant amounts of water, which translates to significant savings. We will start with a thorough assessment of your current irrigation system and offer our recommendations for better managing your water supply.

This includes:

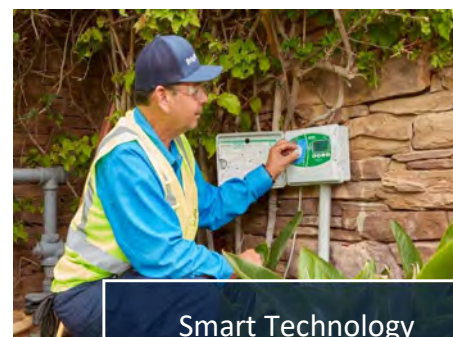
- Perform a detailed irrigation evaluation of your current system
- Calculate potential savings based on past water usage and landscape needs
- Create a customized water management plan that ensures uniform coverage, reduced runoff, and efficient operation
- Assess plant palette and make recommendations that can reduce overall water consumption
- Recommend smart controller options appropriate for your property with detailed information on pricing, water savings and other additional benefits you can expect
- Monitor existing and/or new system for stuck valves, breaks and other inefficiencies to prevent water-use waste and damage



Irrigation Management



Irrigation Analysis



Smart Technology



Sustainable Practices



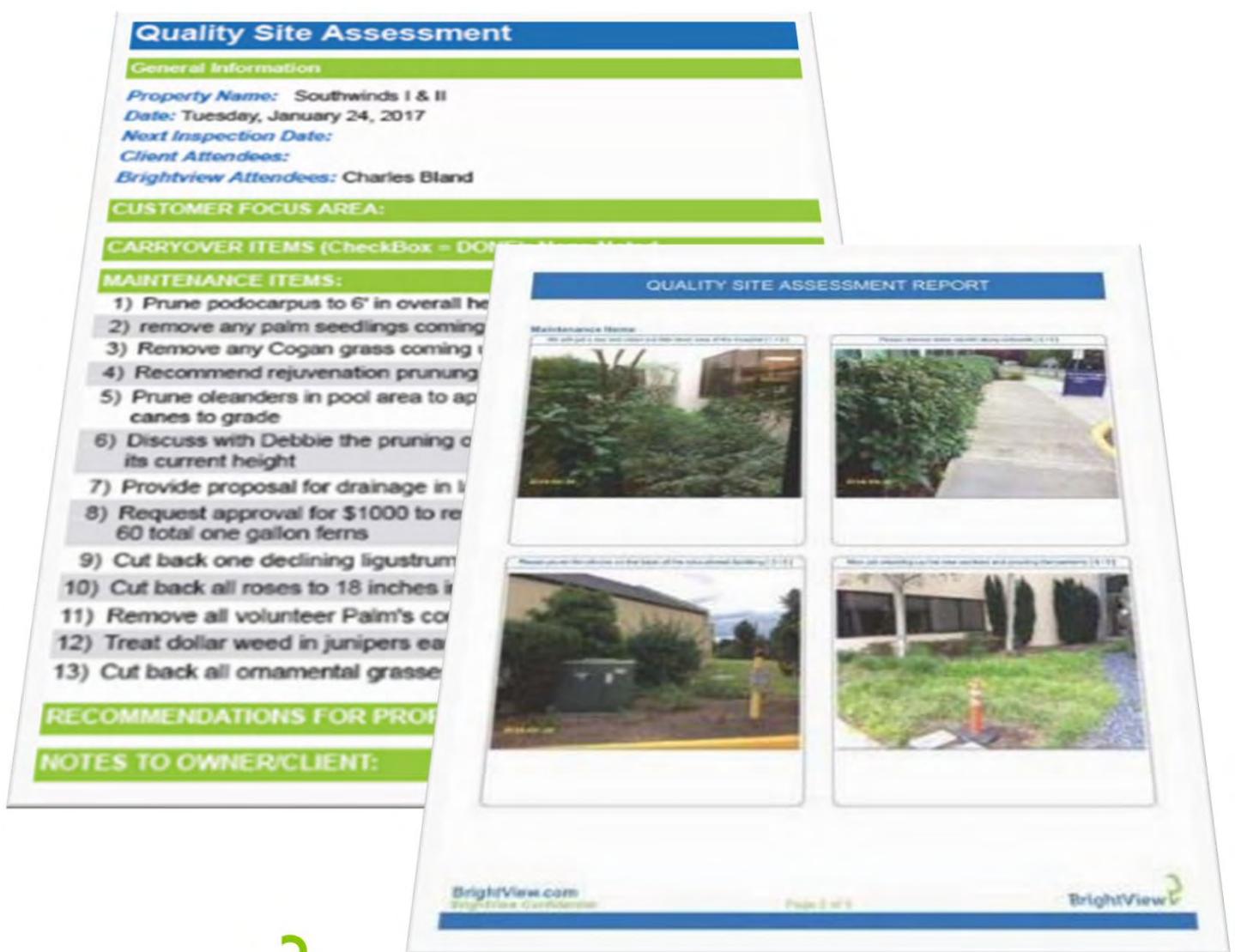
Rebate Tracking & Application Support



Quality Site Assessments

Our Quality Site Assessment (QSA) is a proprietary tool we have developed to help best capture quality assessment practices. This allows us to share our findings with you easily, regularly, and promptly. Once the assessment is completed the report is automatically emailed to you for real-time communication and complete transparency. This report includes:

- '360 degree' site inspections, performed with designated site contact
- Observation images
- Notes on items already on our radar
- Recommendations that will give you a full view of your landscape
- Opportunity for site contact and Branch Account Manager to strategically discuss short and long-term plan for the site
- Tags photos with notes
- Electronically tracks carry-over items
- Results downloaded and can be electronically sent to other stakeholders





Our Commitment to Safety

BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day. In delivering the highest quality service, our dedicated team members understand that nothing is more important than the safety of our people, customers, and the communities we serve. As one of our core values, safety helps to define BrightView and how we drive and deliver Confidence from Excellence. We actively strive for continuous improvement of our safety performance in relentless pursuit of our vision of creating a work place where **No One Gets Hurt.**

We instill a sense of ownership and responsibility in our team members so that everyone has the right to stop and question any work activity that causes concern about their personal safety and to report hazards or unsafe conditions on our jobs or in our yards that may impact the safety of others, or the safety of our services.

We foster a culture where all leaders or team members are empowered to address safety risks and prevent incidents or injuries.

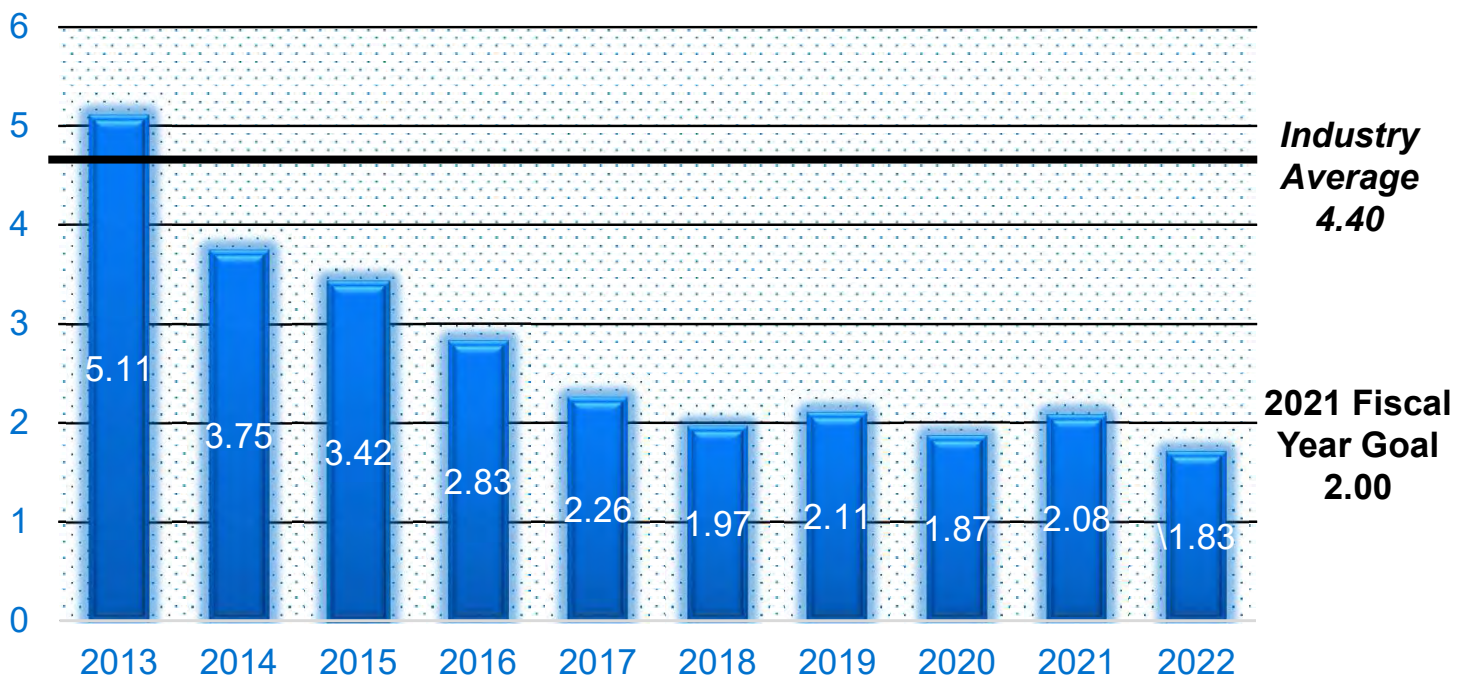
Proper Personal Protective Equipment (PPE)

Is required of all team members engaged in jobsite production activities.

All field personnel are issued:

- ANSI-Approved Eye Protection
- Hearing Protection Devices
- Class III Safety Vests
- Safety Toe Boots

All PPE is inspected and cleaned daily.



Competitive Pricing That Fits Your Budget

We are committed to fulfilling the specific landscape needs of Roxborough Village MD while providing the service you expect at a price point that fits your budget. BrightView will provide the following competitive pricing per specifications as discussed.

Roxborough Village MD Base Management:

Base Management November 2022 – December 2022 (2 months) Total: **\$12,726.00**

Price per Month (2): **\$6,363.00**

** See scope for these 2 months below

Base Management January 1, 2023 – December 31, 2023 (12 months) Yearly Total: **\$207,778.00**

Price per Month (12): **\$17,315.00**

Chatfield Farms Base Management:

Base Management November 2022 – December 2022 (2 months) Total: **\$3,040.00**

Price per Month (2): **\$1,520.00**

** See scope for these 2 months below

Base Management January 1, 2023 – December 31, 2023 (12 months) Yearly Total: **\$49,212.00**

Price per Month (12): **\$4,101.00**

Roxborough Village MD and Chatfield Farms Base Management:

Base Management November 2022 – December 2022 (2 months) Total: **\$15,766.00**

Price per Month (2): **\$7,883.00**

** See scope for these 2 months below

Base Management January 1, 2023 – December 31, 2023 (12 months) Yearly Total: **\$256,992.00**

Price per Month (12): **\$21,416.00**

TOTAL 14 months of service: \$256,992.00 (12 months 2023) + \$15,766.00 (2 months 2022)
\$272,758.00

** Policing for trash weekly – turf, parking areas, non-irrigated areas and round pond, Leaf Removal/Fall Clean up, Hand Watering of Newly Planted Trees, Facilities Maintenance – weekly clean off debris from Tennis Courts, Bike Paths and Sidewalks, Playground Areas and Gazebo, Dog Stations 2 times a week and Trash Cans 1 time a week and Fishing Line Disposal Stations,

Competitive Pricing That Fits Your Budget – Landscape Maintenance

NOTE -Per the RFP and per questions asked and answered, our pricing reflects the following:

- We will be applying a full season turf fertilizer with a pre-emergent and post-emergent to all turf areas. This will be followed by a second and third post-emergent weed control. See attached email from Ephram that this is acceptable. Please note that the RFP does not ask for a pre-emergent but is it part of our program and is applied with the fertilizer.
- We will not be flagging sprinkler heads and valve boxes prior to aeration (2 times) but will repair and/or replace any damaged heads as needed, at no charge to the district. Prior to aerating in 2023, we will inspect all valve boxes and document existing damage.
- We are only mechanically edging (if possible) and mulching tree rings that are currently mulched, as of 10/7/22. Mulch will be a recycled harvest brown product. See attached email from Ephram.
- Our Gantt chart shows 26 mow/trim/blow as that is what we believe is the approx. frequency needed for the turf. We understand that the RFP states, “as needed” and the actual number of occurrences may be less or more for the same given price.
- We have included 28 weeks of irrigation checks at 20 hours a week for Roxborough and Chatfield Farms together. Most of the check hours will be in the Roxborough area. We may not have the irrigation up and running from spring to fall for 28 weeks but we have 560 hours included in the contract.
- Per the RFP, Mowing of non-irrigated turf and native grass area clippings shall be collected, and disposed of properly, and/or blown from sidewalks to maintain a well-groomed appearance. We will be blowing and not picking up the clippings. We utilize mulching/blowers and Gator.
- Watering up to 15 new trees during periods of dry weather or when the irrigation system is down is included in our pricing. Larger quantities of trees will be watered at T & M or per quote. See attached email from Ephram.
- Pricing for the following tree work is NOT included in the base or as an extra price: High Pruning (above 10'), Tree fertilizations, Tree sprays or injections for insect or diseases. See attached email from Ephram mentioning Bailey's Tree Service.
- Removal of dead plants will be at T & M.
- All turf and native grass clippings to be mulched not caught.
- We have included spraying tree rings 2 times in our pricing. This was not mentioned in the RFP.
- Power washing the skate park is NOT included in the base pricing but is noted as T & M.
- Policing around the pond's edges does not include using a boat in our proposal.
- We have included mechanically edging tree rings if possible (sometimes larger tree roots make it impossible) as this will help to keep the mulch in place.
- We understand the board prefers us to use an electric vehicle for servicing dog stations and trash. We will work towards acquiring that as we maneuver logistics and supply chains.
- Graffiti removal per work order – extra or by others.

Competitive Pricing That Fits Your Budget – Landscape Maintenance

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

Competitive Pricing That Fits Your Budget – Landscape Maintenance

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
A	Native Area Mowing - Additional	Upon Approval	\$3,039
	Annual Flower Installation and Maintenance	Upon Approval	\$5,517
B	Irrigation System Repair (after contracted 80 hours per month)	Upon Approval	\$70/hr + materials
	Insect and Disease Control	Upon Approval	Per Quote - by Baily's
	Tree Wrap/Unwrap	Upon Approval	\$11 on, \$9 off / tree
C	Winter Watering Each	Upon Approval	\$900/day
	Tree Pruning	Upon Approval	Per Quote - by Baily's
	Large Debris Removal	Upon Approval	\$55/hour + Dump Fee
D	Holiday Lights /Decorations Set-up and Removal	Upon Approval	\$9,997 labor only
	Trash Pick-up - Additional	Upon Approval	\$55/hour

- A Roxborough, including sled hill = \$2,164, Chatfield Farms = \$875
- B \$70/hr + Materials, Emergency after hours calls \$130/hr, minimum 2 hours
- C \$900/day includes water, truck and team member. To water all trees in turf, beds and native for both Roxborough and Chatfield Farms, it will take approx. 10 days
- D \$5,349 to install (labor only) and \$4,648 to take down. We would use the existing lights, etc. that we currently have stored at our shop. Any additional lights and other component parts needed would be extra (to pick them up and purchase them)



Landscape Site Map





Landscape Site Map





References

We have a very diverse group of clients who appreciate the commitment we make to them and the maintenance and enhancement of their assets. Below is an account of some of our most valued customers who will attest to the quality of our company and the quality of services they receive from us.

Heritage Hills Metro District

Lone Tree, CO

Denise Denslow – District Manager - CliftonLarsonAllen

303-265-7910

Denise.Denslow@claconnect.com

Sterling Ranch Metro District

Littleton, CO

Jessica Ehlen – Interim District and Community Manager – CCMC

720-717-0851

Jessica.Ehlen@sterlingranchcab.com

Sue Santos – Previous District and Community Manager – CCMC

Current Manager at Harmony Master HOA

720-776-3200

ssantos@ccmcnet.com

Park Meadows Metro District

Rampart Range Metro District

Lone Tree, CO

Denise Denslow – District Manager - CliftonLarsonAllen

303-265-7910

Denise.Denslow@claconnect.com



Client Testimonial

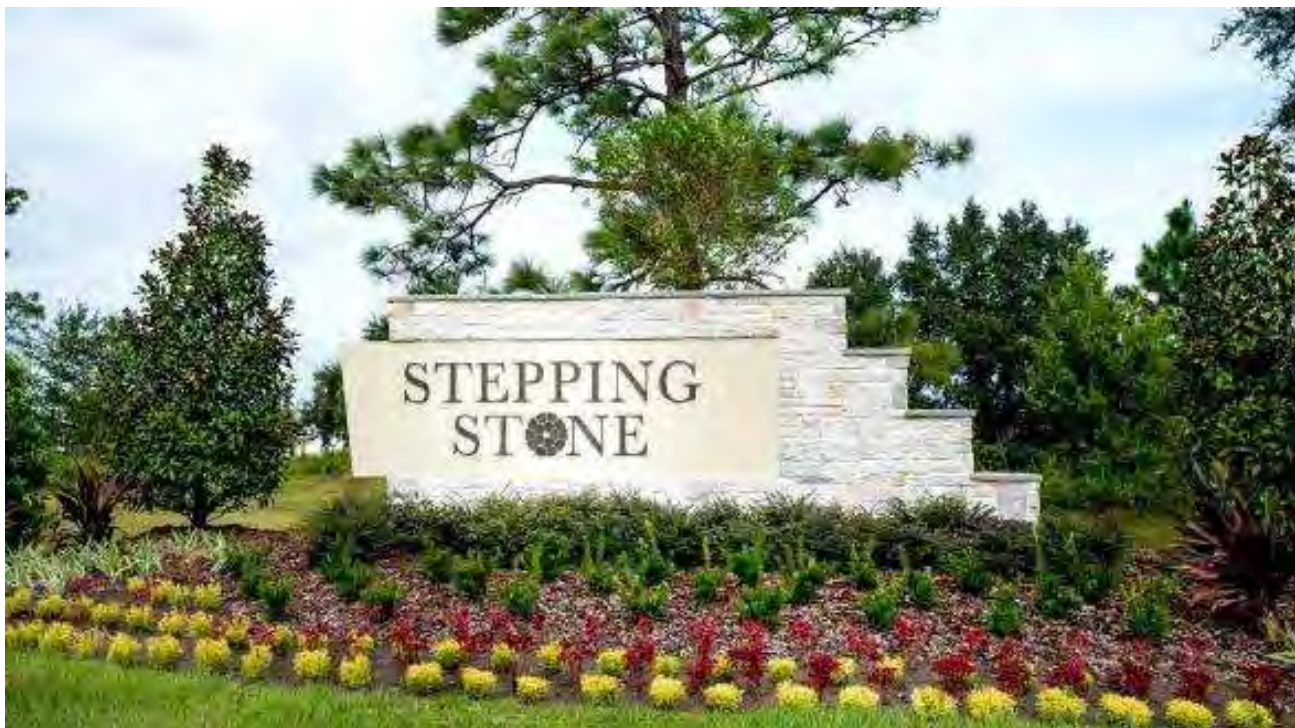
“BrightView accepted the landscape contract mid-season. After taking on an already distressed property, their first month was the hottest August on record, with less than half an inch of precipitation for the entire month. Their first day on site, the metro district informed the community of newly imposed watering restrictions. BrightView managed to repair the irrigation system and improve the overall condition of the landscaping. Within 6 weeks, the grass was green, trees were trimmed, and the property looked great. We look forward to a long-term partnership with BrightView.”

Stepping Stone Homeowners Association

Ben McDowell

Community Manager, Advance HOA

Ben.mcdowell@advancehoa.co



Certifications and Licenses

Irrigation Association Certified

ISA Certified Arborist

Chemical Applicators and Qualified Supervisor

PhDs Horticulture Professionals

Certified Landscape Technicians (CLT)

Snow & Ice Management Association (SIMA)

Backflow Certified Technicians

Landscape Irrigation Auditor

Driver Certification

LEED AP

Licensed Landscape Architects

Certified Landscape Manager

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY
10/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT PHONE (AC No. Est): (866) 283-7122 FAX (AC No.): (800) 363-0105	
	EMAIL ADDRESS:	
INSURED BrightView Enterprise Solutions, LLC 6530 W. Campus Oval, Suite 300 New Albany OH 43054 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	22667
	INSURER E: American Guarantee & Liability Ins Co	26247
	INSURER C:	
	INSURER D:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570078764885 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

VER	TYPE OF INSURANCE	ADD	SUB	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> (Federal/State/Local) Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			XSLG71078383 SIR applies per policy terms & conditions	10/01/2019	10/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H09093722	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIMIT <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> SED <input type="checkbox"/> RETENTION			AUC508596615	10/01/2019	10/01/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MAJOR EXCLUDED (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	N/A	WLRC50800179 WC - AOS SCPC50800192 WC - WI SIR applies per policy terms & conditions	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> GEN-ER EL EACH ACCIDENT \$2,000,000 EL DISEASE-EA EMPLOYEE \$2,000,000 EL DISEASE-POLICY LIMIT \$2,000,000
A	<input checked="" type="checkbox"/> Excess WC			WCUC50800180 Excess WC - OH SIR applies per policy terms & conditions	10/01/2019	10/01/2020	EL Each Accident \$2,000,000 EL Disease - Policy \$2,000,000 EL Disease - Ea Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER BrightView Landscape Services 6530 West Campus Oval, Suite 300 New Albany OH 43054 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
---	--



Holder Identifier :

Certificate No. : 570078764885



**Thank you again for the opportunity to
present our landscape proposal.**

**Should you have any questions, please
don't hesitate to call or email us:**

Marcia M. Pryor
Business Developer
720-732-7450
marcia.pryor@brightview.com





Maintenance - Quality Plan

Property Name: Roxborough Village Metro District

Focus Area: *Maintenance*

1. Maintenance QUALITY PLAN PURPOSE

Roxborough Village Metro District is classified by CDI as a HIGH PRIORITY site.

Attention to Detail – You expressed your need to have the association look aesthetically pleasing and maintained throughout the season at a high standard. We understand that Roxborough Village is a premier community, and the landscaping needs to reflect that image. Lack of focus in highly visible areas shows an unkempt look and can reflect negatively upon the association. In order to provide thoroughness and quality in all aspects of our service, CDI plans for such detailing of a property that is often overlooked due to lack of proper planning and adequate/trained resources. Our approach will be to have the same crew performing the work week after week throughout the season; providing you familiarity with the crew and ensuring timeliness and consistent quality of work completed. This planning includes utilizing proven tools for mapping out and allocating time and manpower for these activities to be completed as scheduled. Weekly quality assurance programs will ensure the community is maintained consistently. .

2. QUALITY MANAGEMENT METHOD

2.1 Quality Standards

A leading cause of frustrations with landscape maintenance is when a contractor does not provide consistent services in a timely manner. When your time is spent “babysitting” your contractor, you are taken away from other more important responsibilities. In this proposal, we have provided a tailored Landscape Plan for Roxborough Village which outlines the services to be provided and the frequency of when these services are scheduled to be performed. This information provided in the Landscape Plan sets the expectations and allows you to communicate from a position of knowledge when corresponding with the Board and/or when you receive calls from homeowners.

2.2 Quality Equipment

Qualified as a HIGH PRIORITY account, Roxborough Village will be assigned all CDI-owned equipment. As needs change and we become accustomed to the property we can adjust as necessary as well.

2.3 Account Manager Responsibilities

Proactive communication is important and something you expect from your contractor. “Doing what you say, when you say you are going to do it”, is simply following through on commitments. It shouldn't be your responsibility to bring issues/concerns to the attention of the landscape maintenance provider. With CDI, you will have multiple sets of eyes, at various times each week, watching over the property to identify and anticipate concerns and potential problems. Your dedicated Account Manager and single point of contact will ensure that you receive focused, proactive, and solution-driven communication pertaining to changing conditions of the campus. Whether it be conducting site walks and/or providing status reports, we will work with you to develop the most appropriate communication method(s) to convey pertinent information on what has/has not/will be transpiring on the property.



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Roxborough Village Metro District - 2023 Maintenance	Bid Number:
Project Location: Littleton, CO	Bid Date: 10/7/2022
Addendum #: N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times Includes - Bike Path Maintenance, Playground Maintenance, Flower Deadheading,	26.00	EACH	\$1,673.00	\$43,498.00
Pruning Shrubs And Trees: Shrub Pruning 2x Tree Pruning Up To 12' 2x	2.00	EACH	\$5,656.00	\$11,312.00
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$2,914.00	\$2,914.00
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	1.00	EACH	\$6,241.00	\$6,241.00
Aeration Of All Turf Areas:	2.00	EACH	\$2,632.00	\$5,264.00
Turf Fertilization And Broadleaf Herbicide: 3 Application Of 24-4-10 Fertilizer And One Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	3.00	EACH	\$3,213.00	\$9,639.00
Irrigation Checks: Weekly Irrigation Checks - 20 Hours Per Week	24.00	EACH	\$903.00	\$21,672.00
Irrigation System Spring Start Up:	1.00	EACH	\$2,017.00	\$2,017.00
Irrigation System Winterization:	1.00	EACH	\$2,555.00	\$2,555.00
Native Grass Field Mowing: Includes String Trimming Around Obstacles Such As Trees, Include String Trimming Of Fence Lines, Includes Spraying Herbicide Along Fence Lines And Around Posts	1.00	EACH	\$970.00	\$970.00
Native Grass Beauty Band & Fence Line Mowing: (6 Occurrences) Mow A 3'-6' Wide Band Along Sidewalks, Turf Areas, And Fence Lines That Are Adjacent To Native Grass Fields.	6.00	EACH	\$495.50	\$2,973.00
Tennis & Basketball Court Maintenance	52.00	EACH	\$132.00	\$6,864.00
Volleyball Courts Maintenance	30.00	EACH	\$102.00	\$3,060.00
Skate Park Maintenance	52.00	EACH	\$103.50	\$5,382.00
Skate Park Pressure Wash	1.00	EACH	\$3,285.00	\$3,285.00
Softball Field Grooming	26.00	EACH	\$149.50	\$3,887.00
Softball Field Striping	6.00	EACH	\$265.00	\$1,590.00
Trash Pick Up - Summer Includes - Pond Edges	52.00	EACH	\$147.50	\$7,670.00
Winter Trash Removal: Police Property For Trash Change Out Trash Bags In Dog Stations And Trash Receptacles Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$228.50	\$5,941.00
Dog Waste Pick Up	104.00	EACH	\$95.10	\$9,890.40
Pond Litter Removal - Inside	2.00	EACH	\$1,598.00	\$3,196.00
Shredded Wood Mulch - Refresh	1.00	LS	\$11,515.00	\$11,515.00



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Roxborough Village Metro District - 2023 Maintenance	Bid Number:
Project Location: Littleton, CO	Bid Date: 10/7/2022
Addendum #: N/a	

Total Bid Price: \$171,335.40

Notes:

- Irrigation rates will be \$ 80.00 per hour for a irrigation technician any necessary materials will be additional.
- **This proposal is good for 30 days following the date given on the proposal.**
- **Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR**

An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Cory France 303-501-5697 coryf@cdi-services.com</p>
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DENVER COMMERCIAL PROPERTY SERVICES

AESTHETIC EXCELLENCE IN LANDSCAPING

- LANDSCAPE MAINTENANCE PROPOSAL 2023

PROPOSAL PREPARED FOR: Roxborough Village Metropolitan District

10/7/23

Prepared by: Daniel Leuenberger (303) 590-4517
daniel.leuenberger@denvercps.com

www.denvercps.com



LANDSCAPING



Landscape Maintenance Contract

For

Roxborough Village Metro District

Hereinafter referred to as the Client, and **Denver Commercial Property Service**, hereinafter referred to as DCPS or contractor.

This Landscape Management agreement is for services to be performed at:

**6222 Roxborough Park Rd
Littleton, CO 80125**

The term of this agreement shall be for 12 months,
beginning
January 1, 2023

A. Turf Care**1. Mowing**

- a. All turf areas shall be mowed as specified in Section II Schedule of Services during the growing season. Mowing height will be determined by DCPS. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
- b. Grass catchers will be used only if there is specific need and will be used at the discretion of DCPS. Excessive clippings will always be removed from turf.
- c. DCPS reserves the right to leave un-mowed any areas that DCPS feels would be unsafe to mow due to, but not limited to, the following reasons:
 - 1) Areas in use at the time of mowing by large groups of residents, children, etc.
 - 2) Areas excessively wet due to improper drainage not caused by DCPS.
 - 3) Areas with large concentrations of pet dropping.
 - 4) Areas under construction.
- d. Native mowing, if applicable, will be provided as specified in Section II Scope of Services.

2. Trimming

- a. All turf areas inaccessible to mowing equipment will be trimmed as needed to maintain a neat, well-groomed appearance.
- b. Where practical, DCPS may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
- c. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, etc.
- d. Native trimming, if applicable, will be provided as specified in Section II Scope of Services.

3. Edging

- a. Edging of walks, curbs, swimming pool decks, etc., will be done as specified in Section II Scope of Services through use of a steel blade edger.
- b. Edging is limited to concrete areas in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
- c. Concrete drainage pans/spillways will not be edged unless otherwise specified in this contract.
- d. Excessive debris resulting from edging, shall be collected and removed.

4. Area Police

- a. All Landscape areas will be policed, in conjunction with mowing operations, for loose trash and debris.
- b. Policing does not include the clean-up of drives and parking lots unless specified by this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, winter sanding, etc. will be billed as an extra to this contract according to Hourly Rates.
- c. Removal of pet droppings are not the responsibility of DCPS.

5. Turf Weed Control

- a. All turf areas will be sprayed for the control of broadleaf weeds, as needed. The cost of all broadleaf sprays is the responsibility of DCPS. Broadleaf weed control in turf is handled on a curative basis, rather than a preventive basis.
- b. Where needed, DCPS will recommend pre-emergent or post-emergent weed control. Any weed control of this nature will be coordinated with the Client, and billed according to Hourly Rates, and only after approval is obtained.
- c. All chemical applications will be made by a licensed applicator.
- d. Paved area weed control will be coordinated with Client and billed on a Time and Materials basis according to Hourly Rates, and only after approval is obtained.

6. Turf Fertilization

- a. Fertilization of all turf grass areas shall be performed three times per year, at a minimum rate of 3 lbs. of actual nitrogen per 1,000 sq. ft., per year. Balanced applications of dry granular fertilizer made at key times throughout the season will vary chemical makeup, depending on turf conditions at the time of application.
- b. In the event iron is used in the fertilizer formulation, care will be taken to clean fertilizer off all sidewalks, patios, pool decks, etc. to minimize the possibility of iron stains. However, even with the utmost care, some staining may still occur.
- c. DCPS may recommend specific treatments to promote turf health, such as insecticides, aeration, pre-emergent, fungicides, foliar fertilization, etc., to be billed as an extra, with the approval of the Client.

7. Aeration

One-core aerations will be provided to all turf areas in the spring where mechanically accessible. Plugs will be left on turf.

B. Mulch & Rock Bed Care

1. All bed areas will be inspected on a regular basis to check for rock and mulch conditions. If additional materials are required, the Client will be notified.
2. All bed areas will be kept substantially free of weeds by means of chemical control, mechanical cultivation, and hand weeding as necessary. Every effort will be made to control grass and bindweed growing directly in shrubs and ground cover; however, control of these items is not always guaranteed.

C. Spring Clean up

1. Depending on the dates of this agreement, DCPS will be responsible for gathering and removing leaves from manicured turf and bed areas (1) time in the spring. At such time select perennials and ornamental grasses shall be cut back to Best Management Practices.

D. Fall Clean Up

1. Depending on the terms of this agreement, DCPS will remove leaves from manicured turf and bed areas per Section III. Scope of Services. This is performed in October and/or November as weather permits. At such time, select perennials and grasses are to be cut back per Best Management Practices.

E. Tree and Shrub Care

1. DCPS will monitor the health of all plant materials on a regular basis, and make necessary recommendations to the Client with respect to fertilization, insect and disease control, etc.
2. DCPS will prune plant material as outlined in the scope of services, and as appropriate for plants to be maintained in a healthy and sustainable manner in order to keep the plants in a natural shape. DCPS does not practice "balling" of plant material. The Client must request shaping or "balling" as their preferred method of pruning.
3. Pruning shall include all trees and shrubs on the property, with the exception of plant material over 10' in height of over 2" in caliper. Plant materials over 10' in height will be handled on a Time and Materials basis with prior approval by the Client.
4. Most deciduous plant material will be hand pruned or sheared during spring/summer/fall months, however, flowering shrubs and maples will be pruned after bloom. Any additional pruning will be contracted at a Time and Materials rate as outlined in Hourly Rates Items.
5. Dead trees and / or shrubs will be removed after notification to Contracting Officer and billed at Time & Material rates for the services.

F. Irrigation Control and Maintenance

1. Activation of irrigation system will be included in this Landscape Maintenance Contract. Activation usually occurs between March and May, depending on weather conditions. DCPS shall determine when to activate the irrigation system.
2. Winterization will be included in this Landscape Maintenance Contract. Proper winterization will include the use of a compressor, unless otherwise specified. Winterization usually occurs between October 15 and December 1. DCPS shall determine when to winterize the irrigation system.
3. DCPS shall keep the need for water conservation in mind. During extended cold or rainy periods, irrigation controllers will be turned off. However, occasional rainstorms will not constitute adequate reason for turning off controllers.
4. Regular Maintenance
 - a. DCPS will be responsible for checking the system as outlined per Scope of Services, or as deemed necessary by Contractor to insure proper operation.
 - b. In the event malfunctions are found during activation, winterization, or regular check of the irrigation system, repairs will be made on a time and materials basis.
 - c. DCPS will be responsible for damages to sprinkler system by mowing operations. However, Contractor shall not be held liable for damages to sprinkler heads that are improperly installed above grade, and constitute a mowing hazard. this situation is applicable; Client will be notified as soon as possible.
 - d. DCPS shall not be held liable for damages caused by malfunction of the irrigation system including, but not limited to: stuck valves, flooded basements, missing heads, etc.
 - e. In order to avoid possible damage to the landscape, DCPS must be informed if other parties have access to irrigation controllers, or if the controllers are adjusted or turned off by parties other than DCPS.

G. Winter Services (Winter Services are not included in the contract price but can be performed on a time and materials basis.)

1. All landscaped areas will be policed per Scope of Services for loose trash and debris. Policing does not include the clean-up of drives and parking lots unless specified by this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, pet droppings, acts of God, winter sanding, etc. will be billed as an extra to this contract.
2. DCPS will visit the site per Scope of Services to inspect all landscape and plant material. Any problems will be brought to the attention of the Client. At this time, DCPS will also determine the need for: winter watering, tree wrapping to prevent sunscald, special pruning due to storm damage, etc.
3. DCPS will be available to the Client to assist in the preparation and formulation of: plans, schedules, budgets, projections, etc. for the coming season.

II. Scope of Services

Schedule of Services

<u>Service</u>	<u>Frequency</u>
Mowing and Trimming	26
Fertilization	3
Weed Control (Turf)	26
Weed Control (Bed)	26
Native Mowing and Trimming	1
Edging	13
Spring Clean Up	1
Fall Clean Up	1
Aeration	2
Pruning	2
Irrigation Activation	1
Irrigation Winterization	1
Irrigation System Check	26
Meetings	as required

The above services are normally performed between the months of April and October and are inclusive for the life of the contract.

Winter Schedule of Services

	<u>Frequency</u>
Tree and Shrub Monitoring	approx. 4
Area Policing	26

Services in excess of the frequencies listed above will be billed at the General Labor Rate.

III. Hourly Rates

Supervisor with Truck	\$55.00
Labor	\$55.00
Irrigation Tech	\$85.00
Irrigation Manager	\$90.00
Irrigation Tech After Hours/Emergency	\$125.00
Backflow Testing	\$95.00
Native Mowing	\$125.00
Spray Tech	\$75.00

IV. Payment

A. The total amount of the base contract, as outlined in the Statement of Charges is:

\$280,456.00

This amount is payable as follows: 12 months monthly installments of :

\$23,371.33

B. Payments are to be made on or before the 1st day of each month. The first payment is due on or before April 1st, 2022. Additional time and material charges shall be submitted as required on monthly billing for payment and are due within thirty (30) days from original invoice date.

C. A schedule of equal payments is provided as a budgeting convenience, and does not reflect true time and materials involved in maintaining the landscape contract. Early cancellation may result in a balance due through the date of cancellation over and above the monthly installments paid to date.

D. Late Payments

1. Payments which have not been made by thirty (30) days past the due date will be assessed a late payment penalty of 2% per month (24% per annum).
2. Once an account reaches forty-five (45) days past due, **DCPS** reserves the notice to the Client. Services may remain in suspension until DCPS is satisfied with the status of the account.

Scope of Work: DCPS will furnish all labor, tools, specialized equipment, supervision and transportation to maintain the landscape in an attractive condition throughout the season as specified below.

Damages: DCPS will be responsible for any damages to the property caused by our work force, while engaged in the performance of the duties outlined by this contract. The cost of these repairs will be borne by DCPS.

Acts of God: DCPS assumes no responsibility for and shall not be held responsible for the Contracting Officer for damages due to conditions beyond DCPS control. Such conditions include, but are not limited to harsh weather, abnormally cold winter temperatures, snow or ice damage, wind, fire, vandalism, theft and previous contractor's neglect or improper practices.

Communications System: DCPS is expected to be available via phone and will respond when necessary to emergencies which may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means are most practical to remedy a particular situation. DCPS is entitled to compensation for emergencies at the rates practical to remedy a particular situation.

Licenses and Permits: DCPS shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of business. Such licenses and permits shall include, but not be limited to: business, nursery, commercial pesticide applicator, tree contractor and arborist. However special permits (such as special watering permits) will be obtained at the expense of the Contracting Officer.

Weather Permitting: All items in this agreement are stated assuming that weather conditions are favorable. DCPS is not to be held responsible in any way for delays in the completion of specified tasks due to weather conditions.

Scheduling: All work scheduling shall be at the discretion of DCPS as to time, day, month etc. Contracted items will be given priority over time and material, or extra work, in order to remain on established.

Delay: DCPS shall not be held liable for delays in completion of contracted items, due to, but not limited to acts of God, acts of Contracting Officer, weather conditions, acts of public utilities, or any other unforeseen items beyond the control of DCPS.

Termination/Modification

- A. Either party may terminate this agreement without cause by sending written termination. Upon receipt of notification, the receiver of notice has fifteen (15) days to remedy any offending situation. If the remedy is not satisfactory to the terminating party, then termination shall conclude at the end of the (60) day period.
- B. Full payment for services performed or material provided becomes due and payable on or before date of termination. In the event of pre-payment of services not performed or materials not provided, refund will be due payable on or before date of termination.
- C. All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed as follows: Denver Commercial Property Services 6245 Clermont Way, Commerce City, CO 80022.
- D. The General Provisions, Scope of Services, Pricing and Termination are all considered a part of this Landscape Maintenance Contract, and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
- E. For landscape maintenance programs, this contract is for a minimum of the "Contract Term" period. Because many of the Contractor's costs are amortized over the life of the contract, should a major reduction or termination be requested or this agreement be breached by the Client prior to completion of the "Contract Term" period, the Client is responsible for all remaining contract payments for the remainder of the current "Contract Term" period, plus any unpaid balance on the account. In the event of default by the Client, the Contractor shall be entitled to recover all reasonable costs of collection, repossession, and attorney's fees.

All terms are fully understood by all parties involved in the agreement, and all parties agree to all terms and conditions:

The individual signing this agreement on behalf of the Client warrants by her/his signature appearing below that she/he has the authority to execute this contract on behalf of the Client and to bind the Client to all the terms and conditions of this contract as clearly defined herein including all handwritten or typewritten additions or amendments agreed to by the Client and the Contractor. If the Client requires its own purchase order or contract form, the document will incorporate all the terms and conditions of this contract verbatim.

Contracting Officer:

For:

(Signature)

(Printed Name)

(Title)

(Date)

DCPS

Denver Commercial Property Services

(Signature)

(Printed Name)

(Title)

(Date)

SERVING PROPERTIES. FACILITATING SUCCESS.

720-770-TREE

landscaping@denvercps.com

www.denvercps.com



LANDSCAPING



IRON CROSS

SERVICES

Proposal for: Roxborough Village Metropolitan District
Landscape Maintenance Services
Date: 10/06/22

Acknowledgement: We have read and understand the full scope of work that is requested in this RFP. We are prepared to perform the full scope of work as requested in the RFP documents. We have no potential conflicts of interest to disclose, and we are fully prepared to service all needs of this RFP during the contractual timeframe as stated. Services would be rendered in accordance to the contractual documents, RFP schedule of values, and board direction.

Experience and Capabilities:

Iron Cross Services is a local Colorado company that has been servicing the Denver area for well over a decade. We provide our clients with landscaping, snow removal, and commercial trucking and hauling. We focus on building lasting relationships with our clients and believe that communication is key to a lasting and productive partnership.

Iron Cross Services would provide a dedicated, year-round core staff with supervision to help create familiarity and consistency while performing work. We would provide direct communication to Roxborough with on-site supervision to help expedite and facilitate rapid responses to concerns, questions, and concerns. The on-site supervisor has the ability to effectively manage and react in an appropriate manner as situations warrant. At Iron Cross, we believe in empowering our crews and supervisors to make intelligent and logical decisions while knowing that upper management is always around to act as a sounding board if a issue arises.

References:

Michael Raslowsky
773-572-9940
peakviewpointe@westward360.com
Peakview Pointe
Westward 360 Management

Mike Crespin
Brightview Landscape
303-591-5876
Michael.crespin@brightview.com

Daniel Dickson
303-761-0444
City of Englewood Civic Center

Daniel Leienburger
Brookhill Shopping Center
303-618-6818
Dan@dbleagenic.com

Management Approach:

1. ICSC takes a total site management approach to all its sites. We believe in creating an SOP and pivoting as needed. Our on-site supervisors are well versed with the conditions and expectations along with the contractual obligations necessary.
 - a. On-Site Supervisor
 - i. Kim Dearden
 - ii. 303-720-9704
 - iii. kim@ironcrossservices.com
 - b. Senior Leadership
 - i. Todd Kennell
 - ii. 303-809-7504
 - iii. todd@ironcrossservices.com
 - c. Compliance and Billing Support
 - i. Courtney Few
 - ii. 678-361-3933
 - iii. courtney@ironcrossservices.com

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	

Total Proposed Price for Scope listed in Exhibit B: \$ 493,431.00

Pricing for additional services can be given with more specific information such as amount and or space being serviced.



October 6, 2022
Roxborough Village Metro District/
Special District Management Services, Inc.
Attn: Peggy Ripko
141 Union Blvd. Suite 150
Lakewood, CO 80228

RE: 2022/2023 Grounds Maintenance and Snow Removal Proposal

Dear Peggy,

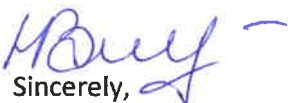
It is our great pleasure to provide the 2022/2023 Grounds Maintenance Proposal for Roxborough Village Metro District. We have carefully reviewed the RFP along with physically walking/strategically planning to provide the requested services. Keesen Landscape is extremely confident in our ability to deliver the best service to meet and exceed the Community's expectations. We pride ourselves on communication and building strong long-lasting relationships with our valued clients.

Attached please find all the information you requested about our company, staff, capabilities, and references. Below are also a few bullet points on how Keesen Landscape can provide value for Roxborough Village Community:

- Year-round on-site staffing (giving Roxborough Village Metro District immediate access for quick problem solving and prevention)
- Dedicated Account Manager/Trusted Advisor to Community
- Dedicated Enhancement Crew Option for immediate assistance to Community
- One of a few companies with powerful & resourceful snow removal operations in addition to grounds maintenance
- Near new and highly maintained equipment and fleet (more than 150 vehicles, dozens of trailers and hundreds of maintenance machines)
- Daily equipment inspections (including sharp blade installation on every mower)
- Empowerment and primary goal to take care of the needs of our customers

Keesen Landscape Team would be honored to interview with The Board of Roxborough Village to explain how our extensive knowledge and processes differ from our competition and benefit our customers.

We are grateful for the opportunity to submit this proposal and look forward to hearing from you soon.


Sincerely,

Hanna Burminska
Keesen Landscape Team

Keesen Landscape Management, Inc.
3355 South Umatilla Street Englewood, Colorado 80110
Office 303.761.0444 Fax 303.761.3466 www.keesenlandscape.com



(303) 761-0444
(303) 761-4366 FAX
www.keesenlandscape.com

Landscape Maintenance Agreement

October 07, 2022

Contract No. - 90550

Roxborough Village Metro District
c/o Special District Management Services
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

This is an Agreement between Keesen Landscape Management, Inc., ("Keesen"), 3355 South Umatilla Street, Englewood, CO 80110, and Roxborough Village Metro District c/o Special District Management Services ("Client"), 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898. This Agreement shall commence on November, 1 2022 and conclude on December, 31 2022.

Scope

Landscape and grounds maintenance as outlined in this Agreement.

General Requirements

Keesen shall furnish all labor, materials and equipment necessary to perform operations in accordance with the scope of work.

1. Coordination between Keesen and the Client shall be required.
2. Keesen shall be responsible for any damages to the grounds caused by its workforce while performing the requirements of these specifications herein. Labor and materials for the repair or replacement of these damages shall be provided and borne by Keesen.
3. Keesen reserves the right to an arbitration hearing with the Client on questionable damage.
4. Keesen will comply with all federal, state and local licensing requirements.
5. Due to a change in Colorado's Department of Agriculture Rules and Regulations (Rule 9.04), we are now required to have written permission from our customers to communicate VIA Electronic means about pesticide applications. Electronic communication will take the form of one or more of the following; Voice mail, Email, text or fax. By signing this contract or addendum you are agreeing to electronic communication

Subcontractors

Keesen is responsible for the fulfillment of this Agreement and may occasionally use qualified subcontractors to complete certain items.

Modification or Amendment

This Agreement constitutes the entire understanding between the Client and Keesen and no modification, amendment, renegotiations or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon by the parties and embodied in writing.

Termination

Keesen shall be responsible for the performance of all service items unless the Client provides notice of cancellation of a specific service prior to its completion by Keesen, or Keesen has placed the account on hold. Cancellation of a single service will not have any effect upon the status of any other remaining uncompleted services.

Either party may terminate this Agreement by notice in writing to the other party at the respective address herein stated. Notice is to be given at least thirty (30) days prior to the effective date of such termination. Non-payment as agreed to by contractual agreement may constitute immediate cancellation. In the event of termination by either party, full payment for services performed or materials provided becomes due and payable on or before the date of termination. In the event of prepayment of services or materials not performed, refund will be due and payable on termination date.

Insurance

During the term of this agreement, Keesen shall at all times be covered by commercially reasonable general liability, automotive and workers compensation insurance. Evidence of coverage shall be provided upon the Client's request.

Force Majeure and Delays

Keesen's obligations under this Agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Keesen), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of Keesen. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this Agreement.

Fall Clean-Up

Beginning in October, leaves in turf areas will be collected or mulched during mowing visits. When applicable, usually starting in November, leaf clean-up will be performed approximately every 14 days over all manicured landscape areas. This includes blowing out bed areas and may include areas adjacent to manicured landscaping. Depending on weather, this service will be performed until completed or through the Agreement end date.

Dog Stations (Bags Included)

Pet waste stations will have receptacles emptied and bags restocked at each regularly scheduled maintenance visit. Maintenance Contractor will supply refill bags as part of this agreement.

Winter Policing

Landscape areas will be policed for loose trash and debris weekly or as weather permits. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be maintained in their proper areas.

2022 CONTRACT SUMMARY

INCLUDED SERVICES	TOTAL COST
Fall Clean-Up	\$6,822.24

Contract No. - 90550

Roxborough Village Metro District

October 07, 2022

Dog Stations (Bags Included)	\$5,429.34
Winter Policing	\$3,870.42
TOTAL	\$16,122.00

BILLING SCHEDULE

SCHEDULE	SERVICE COST	TOTAL COST
November	\$8,061.00	\$8,061.00
December	\$8,061.00	\$8,061.00
TOTAL	\$16,122.00	\$16,122.00

The term of this Agreement commences on 11/1/2022 and will be in effect until 12/31/2022 and is subject to the termination clause as noted.

In consideration for performance of the services outlined in this Agreement for Roxborough Village Metro District c/o Special District Management Services, 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898. Client agrees to submit timely payments according to the above billing schedule. Payments are to be made on or before the first day of each month. Time and material charges are billed separately as incurred for payment.

The account is considered past-due 30 days after the billing date. All balances 30 days or more past due are subject to a service charge of two percent (2%) per month (twenty-four percent <24%> per year). If reasonable attempt to negotiate fail, Client hereby agrees to pay all reasonable attorneys' fees, court costs, and any other expenses of collection incurred by Keesen.

We, the undersigned, agree to the terms and conditions as set forth by this Agreement between Roxborough Village Metro District and Keesen Landscape Management, Inc.

By _____
Steven Genders

Date 10/7/2022

Keesen Landscape Management, Inc.

By _____

Print _____

Date _____

Authorized Representative for
Roxborough Village Metro
District



(303) 761-0444
(303) 761-4366 FAX
www.keesenlandscape.com

Landscape Maintenance Agreement

October 07, 2022

Contract No. - 90548

Roxborough Village Metro District
c/o Special District Management Services
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

This is an Agreement between Keesen Landscape Management, Inc., ("Keesen"), 3355 South Umatilla Street, Englewood, CO 80110, and Roxborough Village Metro District c/o Special District Management Services ("Client"), 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898. This Agreement shall commence on January, 1 2023 and conclude on December, 31 2023.

Scope

Landscape and grounds maintenance as outlined in this Agreement.

General Requirements

Keesen shall furnish all labor, materials and equipment necessary to perform operations in accordance with the scope of work.

1. Coordination between Keesen and the Client shall be required.
2. Keesen shall be responsible for any damages to the grounds caused by its workforce while performing the requirements of these specifications herein. Labor and materials for the repair or replacement of these damages shall be provided and borne by Keesen.
3. Keesen reserves the right to an arbitration hearing with the Client on questionable damage.
4. Keesen will comply with all federal, state and local licensing requirements.
5. Due to a change in Colorado's Department of Agriculture Rules and Regulations (Rule 9.04), we are now required to have written permission from our customers to communicate VIA Electronic means about pesticide applications. Electronic communication will take the form of one or more of the following; Voice mail, Email, text or fax. By signing this contract or addendum you are agreeing to electronic communication

Subcontractors

Keesen is responsible for the fulfillment of this Agreement and may occasionally use qualified subcontractors to complete certain items.

Modification or Amendment

This Agreement constitutes the entire understanding between the Client and Keesen and no modification, amendment, renegotiations or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon by the parties and embodied in writing.

Termination

Keesen shall be responsible for the performance of all service items unless the Client provides notice of cancellation of a specific service prior to its completion by Keesen, or Keesen has placed the account on hold. Cancellation of a single service will not have any effect upon the status of any other remaining uncompleted services.

Either party may terminate this Agreement by notice in writing to the other party at the respective address herein stated. Notice is to be given at least thirty (30) days prior to the effective date of such termination. Non-payment as agreed to by contractual agreement may constitute immediate cancellation. In the event of termination by either party, full payment for services performed or materials provided becomes due and payable on or before the date of termination. In the event of prepayment of services or materials not performed, refund will be due and payable on termination date.

Insurance

During the term of this agreement, Keesen shall at all times be covered by commercially reasonable general liability, automotive and workers compensation insurance. Evidence of coverage shall be provided upon the Client's request.

Force Majeure and Delays

Keesen's obligations under this Agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Keesen), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of Keesen. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this Agreement.

Primary Maintenance

MOWING - Turf areas will be mowed weekly from May through September or as deemed necessary by Maintenance Contractor according to growth and weather conditions. Mowing will be performed every 7 to 14 days in April and October depending on growth and weather conditions. Grass clippings will be mulched and not caught or removed from turf areas unless deemed necessary by Maintenance Contractor.

TRIMMING - Turf areas will be string trimmed as needed during each mowing occurrence. Areas inaccessible to mowers will be trimmed to present a well-groomed appearance.

EDGING - Turf areas will be edged along sidewalks twice monthly from May through September and once monthly in April and October. Curbs will be edged approximately one time per month from April through October.

BLOWING - Debris from turf maintenance operations will be blown off sidewalks and curbs adjacent to landscape areas.

SUMMER POLICING - Landscape areas will be policed for loose trash and debris during mowing services. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be

maintained in their proper areas.

WEEDING - Landscape beds (except annual floral beds and some perennial gardens which are contracted separately) will be weeded using a combination of hand-pulling and chemical applications. Weeds growing out of cracks in sidewalks, driveways and private streets/parking lots will be treated chemically.

TREE RINGS - To protect tree bark from mowing and trimming operations, trees in manicured turf areas will be chemically ringed to control grass and weeds adjacent to tree trunks.

Spring Clean-Up

Clean-up of landscape areas will be performed one (1) time in the Spring. This may include pine needle and leaf clean-up, edging, mowing and any other activities the Maintenance Contractor deems necessary to prepare the property for the coming season.

Fall Clean-Up

Beginning in October, leaves in turf areas will be collected or mulched during mowing visits. When applicable, usually starting in November, leaf clean-up will be performed approximately every 14 days over all manicured landscape areas. This includes blowing out bed areas and may include areas adjacent to manicured landscaping. Depending on weather, this service will be performed until completed or through the Agreement end date.

Spring Aeration

Spring core aeration will be performed on all turf areas with plugs being left to break down on their own.

Fall Aeration

Fall core aeration will be performed on all turf areas with plugs being left to break down on their own.

Dog Stations (Bags Included)

Pet waste stations will have receptacles emptied and bags restocked two times a week throughout the maintenance agreement. Maintenance Contractor will supply refill bags as part of this agreement.

Summer Pruning

Timing of pruning may vary by plant species.

Shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

Winter Pruning

Timing of pruning may vary by plant species.

During the dormant season, select shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

Ornamental Grass Cutting

Ornamental grasses will be cut one (1) time per year, typically in late winter, to approximately one quarter of the existing height. For year-round agreements, select grasses may be cut if they become damaged by snow or hinder pedestrian or vehicle traffic.

Bed Pre-Emergent

Pre-emergent will be applied to bed areas to aid in controlling weed growth.

Mulch Top Dress - Tree Rings

Top dress wood mulch around established tree rings in the turf areas.

Power Wash Skate Park

At the beginning of the maintenance season, the Skate Parks will be high-pressure hose washed on all services one time per maintenance agreement.

Full Native Mowing

Mowing of targeted native areas one time per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

Fence Lines

Mowing of targeted fence line native areas five times per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

Beauty Bands

Mowing of targeted beauty band native areas five times per Maintenance Agreement using

tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

Sledding Hill

Mowing of targeted native areas one time per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

Irrigation Activation

The Maintenance Contractor will activate the irrigation system in the spring as weather conditions allow. The irrigation system will be checked and adjusted as necessary and controllers programmed for early season watering needs. Activation does not include labor or materials for repairs, these items will be billed at \$75.00 per man-hour plus materials.

Irrigation Winterization

Winterization of the irrigation system will be performed in the Fall, typically in October or November depending on weather. Forced air will be used to void the system of water.

Exterior backflow wrapping or draining is not included and will be performed as necessary according to weather conditions at \$65.00 per device.

Backflow removal and storage is not included unless otherwise mentioned in this Agreement. Winterization does not include labor or materials for repairs, these items will be billed at \$75.00 per man-hour plus materials.

Irrigation System Checks

The Maintenance Contractor will check the irrigation system operation on a regular basis to insure proper operation, adjust spray patterns and maintain controller programming to seasonal needs. Drip systems will be checked for on/off function only. All necessary irrigation repairs will be \$75.00 per man-hour plus materials unless specified differently in this Agreement. After hours emergencies will be invoiced at \$90.00 per hour.

Backflow Testing

Irrigation backflow device(s) will be tested by a licensed professional. Any necessary repairs to complete the certification will be invoiced on a time and materials basis.

Winter Policing

Landscape areas will be policed for loose trash and debris weekly or as weather permits. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be maintained in their proper areas.

Turf Care Applications

Dependent on the term of this agreement, manicured turf areas will have pre-emergent, broadleaf weed control and fertilizer applied on the following schedule.

APRIL-MAY - Pre-emergent, broadleaf weed control and fertilizer applications will be applied.

JUNE-JULY - Broadleaf weed control and fertilizer applications will be applied.

AUGUST-SEPTEMBER - Broadleaf weed control and fertilizer applications will be applied.

2023 CONTRACT SUMMARY

INCLUDED SERVICES	TOTAL COST
Primary Maintenance	\$59,517.90
Spring Clean-Up	\$3,411.46
Fall Clean-Up	\$6,822.94
Spring Aeration	\$947.63
Fall Aeration	\$947.63
Dog Stations (Bags Included)	\$31,369.52
Summer Pruning	\$3,032.41
Winter Pruning	\$1,612.98
Ornamental Grass Cutting	\$1,209.74
Bed Pre-Emergent	\$3,658.25
Mulch Top Dress - Tree Rings	\$22,087.81
Power Wash Skate Park	\$677.45
Full Native Mowing	\$1,861.75
Fence Lines	\$3,721.10
Beauty Bands	\$3,723.90
Sledding Hill	\$187.48
Irrigation Activation	\$1,935.58
Irrigation Winterization	\$3,007.36
Irrigation System Checks	\$38,711.60
Backflow Testing	\$345.03
Turf Application - Spring	\$3,659.22
Turf Application - Mid-Summer	\$3,659.22
Turf Application - Late Summer	\$3,658.62
Winter Policing	\$11,613.42
TOTAL	\$211,380.00

BILLING SCHEDULE

SCHEDULE	SERVICE COST	TOTAL COST
January	\$17,615.00	\$17,615.00
February	\$17,615.00	\$17,615.00
March	\$17,615.00	\$17,615.00
April	\$17,615.00	\$17,615.00
May	\$17,615.00	\$17,615.00
June	\$17,615.00	\$17,615.00
July	\$17,615.00	\$17,615.00
August	\$17,615.00	\$17,615.00
September	\$17,615.00	\$17,615.00
October	\$17,615.00	\$17,615.00
November	\$17,615.00	\$17,615.00
December	\$17,615.00	\$17,615.00
TOTAL	\$211,380.00	\$211,380.00

The term of this Agreement commences on 1/1/2023 and will be in effect until 12/31/2023 and is subject to the termination clause as noted.

In consideration for performance of the services outlined in this Agreement for Roxborough Village Metro District c/o Special District Management Services, 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898. Client agrees to submit timely payments according to the above billing schedule. Payments are to be made on or before the first day of each month. Time and material charges are billed separately as incurred for payment.

The account is considered past-due 30 days after the billing date. All balances 30 days or more past due are subject to a service charge of two percent (2%) per month (twenty-four percent <24%> per year). If reasonable attempt to negotiate fail, Client hereby agrees to pay all reasonable attorneys' fees, court costs, and any other expenses of collection incurred by Keesen.

We, the undersigned, agree to the terms and conditions as set forth by this Agreement between Roxborough Village Metro District and Keesen Landscape Management, Inc.

By _____
Steven Genders

Date 10/7/2022

Keesen Landscape Management, Inc.

By _____
Print _____

Date _____

Authorized Representative for
Roxborough Village Metro
District

EXHIBIT B
SNOW REMOVAL RATES

Service or Equipment Item	Billing Unit (Per Hour,Application,Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
4x4 Pick-Up with 7.5 Foot Plow	\$125/HR	SAME	SAME
Stake body with Plow	\$130/HR	SAME	SAME
Tandem with Plow	N/A	SAME	SAME
Dump Truck – (size)	\$150/HR	SAME	SAME
Sand Truck	N/A	SAME	SAME
Backhoe	N/A	SAME	SAME
Loader	\$240/HR	SAME	SAME
ATV/Tool Cat with blade	\$105/HR	SAME	SAME
Skid Steer with Pusher/plow	\$145/HR	SAME	SAME
Skid Steer with Bucket	\$145/HR	SAME	SAME
Front End Loader (any minimum)	\$240/HR	SAME	SAME
Front End Loader with Pusher/Box (any minimum)	\$240/HR	SAME	SAME
Snow Blower	\$70/HR	SAME	SAME
Supervisor	\$68/HR	SAME	SAME
Laborer/Shoveling	\$68/HR	SAME	SAME
Ice Slicer	\$290/TN	SAME	SAME
Ice Melt	\$.95/LB	SAME	SAME
Liquid Magnesium	\$2.85/GAL	SAME	SAME
Standby Rate, Ice Watch Rate	\$68/HR	SAME	SAME
Obstacle Identification Service	\$68/HR	SAME	SAME
Identify Any other Service or Equipment not Listed	N/A	SAME	SAME

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services

EXHIBIT C

EMERGENCY SNOW REMOVAL RATES

For use in extreme snow/blizzard events, of 12 inches or greater accumulation in one 24-hour period.

Service or Equipment Item	Billing Unit (Per Hour, Application, Quantity, Size)	Non-holiday Weekday Rate (includes weekends)	Holiday Rate**
Mobilization time, portal to portal	\$65/HR	SAME	SAME
Fueling Heavy Equipment	N/A	SAME	SAME
4x4 Pick-Up with 7.5 Foot Plow	\$125/HR	SAME	SAME
Tandem with Plow	N/A	SAME	SAME
Dump Truck – (size)	\$150/HR	SAME	SAME
Sand Truck	N/A	SAME	SAME
Backhoe	N/A	SAME	SAME
Loader	\$240/HR	SAME	SAME
ATV/Tool Cat with blade	\$105/HR	SAME	SAME
Skid Steer with Pusher/plow	\$145/HR	SAME	SAME
Skid Steer with Bucket	\$145/HR	SAME	SAME
Front End Loader (any minimum)	\$240/HR	SAME	SAME
Front End Loader with Pusher/Box (any minimum)	\$240/HR	SAME	SAME
Snow Blower	\$70/HR	SAME	SAME
Supervisor	\$68/HR	SAME	SAME
Laborer/Shoveling	\$68/HR	SAME	SAME
Ice Slicer	\$290/TN	SAME	SAME
Ice Melt	\$.95/lb	SAME	SAME
Liquid Magnesium	\$2.85/GAL	SAME	SAME
Standby Rate, Ice Watch Rate	\$68/HR	SAME	SAME
Obstacle Identification Service	\$68/HR	SAME	SAME
Identify Any other Service or Equipment not Listed	N/A	SAME	SAME

**Holiday rate is applicable on the following days:

Please note any other any other charges, minimums or costs for listed services



3355 South Umatilla Street
Englewood, Colorado 80110
(303) 761-0444
FAX (303) 761-3466
www.keesenlandscape.com

References

- 1. Anthem Ranch HOA**
16151 Lowell Blvd
Broomfield, CO 80023
Kelly McKee
303-665-1256
kmckee@ccmcnet.com
Description of work: Landscape Maintenance,
Holiday Lights & Snow Removal Services
- 2. University of Colorado Hospital**
12605 E. 16th Ave
Denver, CO 80045
Steven Jones
303-870-7433
steven.jones@uchealth.org
Description of work: Landscape Maintenance,
Holiday Lights & Snow Removal Services
- 3. Highlands Ranch Metro District**
62 Plaza Dr.
Highlands Ranch, CO 80129
Nate Dzialo
303-791-0430
ndzialo@highlandsranch.org
Description of work: Landscape Maintenance



3355 South Umatilla Street
Englewood, Colorado 80110
(303) 761-0444
FAX (303) 761-3466
www.keesenlandscape.com

4. Stonegate Village Metro District

10326 Stonegate Pkwy

Parker, CO 80134

Heidi Plummer

303-858-9909

heidi@svmd.org

**Description of work: Landscape Maintenance &
Snow Removal Services**

5. Lowry Community Master HOA

E. Alameda Ave. & S. Quebec St.

Denver, CO 80203

Jennifer Bublitz

jbublitz@msiho.com

303-420-4433

**Description of work: Landscape Maintenance and
Snow Removal Services**



Overview:

- Founded in 1972; Denver, Colorado
- 4 Locations – Centennial, Broomfield, Commerce City and Englewood
- 400 full time employees and 180 seasonal employees
- Fleet of hundreds of trucks, trailers and maintenance machines
- All facets of our business are in good standing with Federal, State and Local Agencies

Mission Statement:

Keesen Landscape Management, Inc. is a full-service commercial landscape contractor with one goal – to provide the highest quality products and services to our customers. We pledge to provide professional, dependable and ethical services that benefit our customers and the environment, support our community, and sustain a secure working environment for our employees.

Operating Philosophy:

We have built our business on service and integrity. Our philosophy is simple; we strive to maintain the highest quality standards and to exceed your expectations. If there is ever a problem, we will do whatever it takes to make it right. Although many companies make this claim, we are a local company with more than 4 decades of proven, dedicated service to our customers. Our entire livelihood depends on the integrity that we operate with right here in the Denver area. We take great pride in our commitment to quality service.

Services:

Commercial Landscape Maintenance	Irrigation Service, Water Management & Installation
Landscape Enhancements & Installation	Perennial & Xeric Gardens
Annual Flower Garden Design and Installation	Holiday Décor
Plant Health Care, Insect and Disease Control	Abatement Services
Native Vegetation Mowing & Management	

Workforce:

As well as seasonal workers, we employ 400 full time employees. We insure that our entire workforce is 100% I-9 compliant by participating in the United States Government e-verify and H2B programs.

Equal Opportunity:

Keesen Landscape Management, Inc. is an equal opportunity employer by choice and is committed to abide by all the laws pertaining to fair employment practices. All persons having the authority to hire, discharge, transfer or promote personnel shall support, without reservation, a non-discriminatory policy of hiring or transferring to any vacancy any qualified applicant without regard to race, color, religion, national origin, age, sex or handicap. Keesen offers equal opportunity for employment or advancement to all qualified applicants or employees.

Drug Free:

3355 South Umatilla Street, Englewood, Colorado 80110 (303) 761-0444 www.keesenlandscape.com



Keesen Landscape Management, Inc. is proud to be a Drug Free Company. All of our employees are required to take a mandatory drug test at the time of hire or following an accident.

Safety & Training:

There is no higher priority at Keesen Landscape Management than the safety and wellbeing of our employees, customers and the public. In conjunction with our full time Safety Manager, every person on our management staff acts as a safety officer for the company in administering our safety policies and training.

Weekly "tailgate" safety meetings are held to discuss current work conditions and review any recent incidents. We also include a special topic presentation by an employee or guest. Annually we host a "spring fling" event for all of our employees. This all day event incorporates training on our safety policies and several break out sessions for equipment specific training.

Keesen Landscape Management is committed to the ongoing education of all our employees. Besides having a more informed and experienced staff, one of our key goals in training is to promote advancement opportunities at every level.

Environmental Practices:

- **Green Waste Dumpsters** – Our landscape waste is collected for recycling rather than sent to landfills.
- **Propane Powered Equipment** – Several of our large mowers are fueled by propane which burns cleaner than fossil fuels.
- **Office Waste Recycling** – Paper generated by our office is collected, professionally shredded and recycled.
- **Other Recycling** – All our used tires, batteries and other shop waste are turned in for professional recycling. Our retired vehicles and equipment are sold for parts or metal recycling.
- **Water Management** – In addition to following local watering restrictions, we have dedicated irrigation technicians who carefully manage schedules on a weekly basis. Keesen also offers irrigation efficiency enhancements and Smart Controller technology.
- **Mulching Mowers** – It's estimated that yard waste makes up 13% of our national waste. By mulching grass clippings we keep them out of landfills. This practice also releases nutrients back into the soil.
- **Low Noise Equipment** – Items such as back pack blowers are available in low noise models. Each year as old units are replaced we expand our use of low noise equipment.
- **Efficient Routing** – Our crews, technicians and managers are routed in the most efficient way to avoid unnecessary travel. This saves fuel, reduces wear on vehicles, and helps reduce emissions and road congestion.
- **Slow Release and Organic Fertilizers** – Our primary fertilizer applications are all slow release products. We also offer fully organic fertilizer programs upon request.



Certifications & Memberships

We proudly support and encourage our employees to obtain industry certification. The following is a list of our certified staff:



Certified Landscape Technician - Maintenance:

Steve Genders, CLT

landscape industry
certified

GreenCO Best Management Practices Certificate Holder:

Tim Barrett Shane Chisholm Dan Dickson
Brian Reilly Jamey Reis

Management Team - Licensed Pesticide Applicator:

Steve Alzaidi, Qualified Supervisor Duane Baldwin, Qualified Supervisor
Dan Dickson, Qualified Supervisor Andrew Knight, Qualified Supervisor

Certified Irrigation Auditor: Brad Schuster

Keesen Landscape Management is Proud to be a Member of the Following Organizations:

- ALCC - Associated Landscape Contractors of Colorado
- BBB - Better Business Bureau of Metro Denver
- CALCP - Colorado Arborists and Lawn Care Professionals
- CAI - Community Associations Institute
- NALP - National Association of Landscape Professionals
- NFIB - National Federation of Independent Businesses
- USCC - United States Chamber of Commerce





Englewood Branch Manager

Steven Genders (joined Keesen in 1987)

Englewood Branch Account Managers Team

Timothy Barrett, Raul Rojas, Brian Reilly, Roberto DeYoung

Englewood Branch Production Managers Team

Suzanne Devier, Gael Salazar

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Keesen Landscape Management, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 3355 S Umatilla Street	Requester's name and address (optional)
6 City, state, and ZIP code Englewood, CO 80110	
7 List account number(s) here (optional)	

Print or type. See specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
8 4 - 0 6 2 2 4 8 3	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 1-5-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



To whom it may concern:

In accordance with Colorado law, Keesen Landscape Management, Inc. does not and will not knowingly employ or contract with an illegal alien to provide any of the services required by Contract Specifications, and participates in the e-Verify Basic Pilot Program, administered by the U.S Department of Homeland Security to verify that no illegal aliens are employed.

M.J. Kasper

A handwritten signature in black ink that reads 'M.J. Kasper'. The signature is fluid and cursive, with a long horizontal stroke at the end.

President
Keesen Landscape Management, Inc.
(303) 761-0444



A HEARTLAND COMPANY

Keesen Landscape Management, Inc.

3355 S. Umatilla Street
Englewood, CO 80110
303.761.0444 Phone
303.761.3466 Fax

hburminska@keesenlandscape.com

Hanna Burminska –

Business Development

Englewood Branch

3355 S. Umatilla St.
Englewood, CO 80110
303.761.0444 Phone
303.761.3466 Fax

Centennial Branch

14156 E. Easter Ave.
Centennial, CO 80112

Broomfield Branch

11730 Wadsworth Blvd.
Broomfield, CO 80020

Commerce City Branch

3541 E. 64th Ave.
Commerce City, CO 80022



CONTRACTOR LICENSE / REGISTRATION

City of Englewood, Colorado
Division of Building and Safety

License Type: D12 – Lawn Sprinkler

License Number: 8972

Issued Date: 2/4/2020

Expires: 4/22/2023

Issued To:

KEESEN Landscape Mgmt. INC.
3355 S UMATILLA ST
ENGLEWOOD, CO 80110

Licensing Jurisdiction: *City of Englewood, Colorado*

KEESEN Landscape Mgmt. INC.
3355 S UMATILLA ST
ENGLEWOOD, CO 80110
D12 – Lawn Sprinkler



COLORADO
Department of Agriculture
Division of Plant Industry

305 Interlocken Parkway, Broomfield, CO 80021
Tel: (303) 869-9066 Email: Commercialapplicator@state.co.us

**COMMERCIAL APPLICATOR
CERTIFICATE OF LICENSE**

License Number: 11961

Effective Date: 01/01/2022

Date Issued: 12/29/2021

Good Through: 12/31/2022

KEESEN LANDSCAPE MANAGEMENT, INC.

3355 S. UMATILLA ST.
SHERIDAN, CO 80110

DBA: **KEESEN LANDSCAPE MANAGEMENT, INC.**

This certificate is evidence that a license has been issued to the person(s) listed above to do business in the name(s) listed above under the provisions of the Pesticide Applicators' Act and may be revoked, suspended, or have other lawful discipline imposed for cause.

**COMMISSIONER OF AGRICULTURE
Kate Greenberg**



COLORADO
Department of Agriculture
Division of Plant Industry

Digitally signed
by Pesticides
Certification and
Licensing
Date: 2021.12.29
16:47:21 -07'00'

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	\$1,860/total
Annual Flower Installation and Maintenance	Upon Approval	TBD
Irrigation System Repair (after contracted 80 hours per month)	Upon Approval	\$73/hr
Insect and Disease Control	Upon Approval	TBD
Tree Wrap/Unwrap	Upon Approval	TBD
Winter Watering Each	Upon Approval	\$16,500/total
Tree Pruning	Upon Approval	\$49/hr (up to 12 ft)
Large Debris Removal	Upon Approval	\$49/hr
Holiday Lights /Decorations Set-up and Removal	Upon Approval	TBD
Trash Pick-up - Additional	Upon Approval	\$49/hr



October 07, 2022

PROPOSAL #90554

PROPOSAL FOR

PEGGY RIPKO
 SPECIAL DISTRICT MANAGEMENT SERVICES
 ROXBOROUGH VILLAGE METRO DISTRICT
 9779 S. CRYSTAL LAKE DRIVE
 LITTLETON, CO 80125

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

2023 Plant Health Care Program

Sale	\$55,490.05
Sales Tax	\$0.00
Total	\$55,490.05

**ROXBOROUGH VILLAGE METRO DISTRICT
 WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Dormant Oil 1	\$0.00	\$1,020.44
<p>Horticultural grade oil should be applied in fall, winter, or early spring, to prevent infestation of scale insects or to treat plants with history of aphid and mite issues. Often used to protect flowering or ornamental trees. This application is applied in February.</p>		
Merit Injection	\$0.00	\$3,470.74
<p>This treatment is applied to the soil and taken up through the roots. Merit is an effective treatment with a long residual effect. It is know to control aphids and mites, but is specifically used to</p>		

target pests that feed from the inside of leaves, such as elm leafminer and scale insect which protect themselves with a waxy coating. This application is applied in March-April.

Ash Borer \$0.00 \$6,259.23

Ash Borer is an insect that tunnels through the bark and growing layers of the tree, stunting growth and causing irreparable damage. Must be controlled via topical spray in the spring (April-May).

IPS 1 \$0.00 \$8,049.31

Regular, preventative treatment for beetles currently affecting pine and spruce trees in the Front Range is highly recommended. This treatment must be carried out proactively as an infestation is often irreversible or fatal to the trees. We recommend this service twice annually, in conjunction with the life cycle of the insect. This application is applied in April-May.

General Spray 1 \$0.00 \$4,621.32

This treatment will control a variety of insect infestations and is generally used during the summer months to control aphids and mites which can cause unsightly damage to trees and property in close proximity to trees and shrubs. We recommend an 'inspect and treat' approach which allows our technicians to carefully inspect the property and treat as needed. This application is applied in June-July.

Fall Deep Root Fert \$0.00 \$15,560.76

All trees and shrubs will benefit from the introduction of fertilizer in the root zone. While our technician fertilizes he also loosens the soil and adds water at high pressure to promote root development. This application is applied between September and November.

Supplemental Watering \$0.00 \$16,508.25

Supplemental water is added to the root zone during periods of dry weather, or during the dormant season between October and March. This is a beneficial service that often prevents serious winter injury to trees and shrubs.

\$0.00 \$55,490.05

Due to a change in Colorado's Department of Agriculture Rules and Regulations (Rule 9.04), we are now required to have written permission from our customers to communicate VIA Electronic means. IE (Voice mail, Email, text or fax) about pesticide applications. By signing this contract or addendum you are agreeing to electronic communication.

By 
Duane Baldwin

Date 10/7/2022

**Keesen Landscape Management,
Inc.**

By _____

Date _____

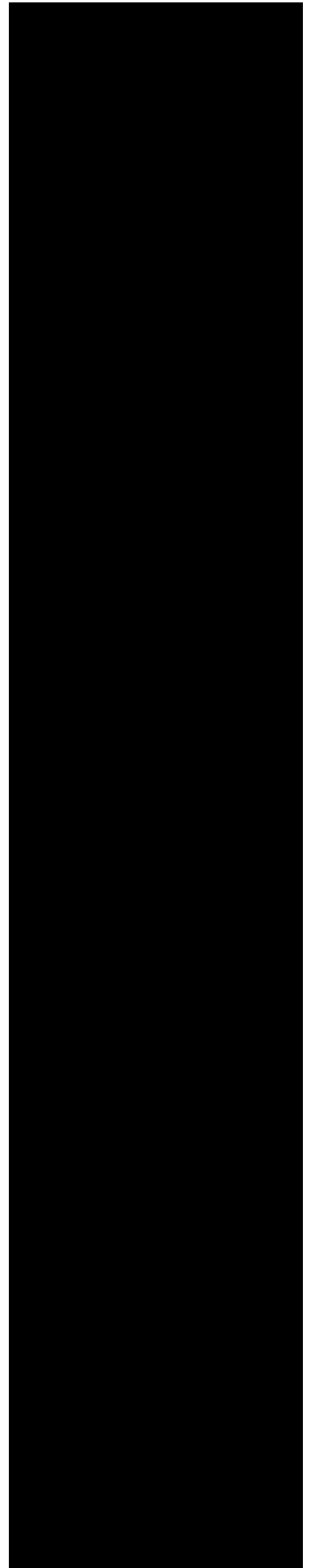
**SPECIAL DISTRICT
MANAGEMENT SERVICES**

as Agent for

**ROXBOROUGH VILLAGE
METRO DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.

**ROXBROUGH VILLAGE
METROPOLITAN
DISTRICT**





ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

SOS Site Services. ("SOS") is pleased to present this proposal for landscape maintenance services to Roxborough Village Metropolitan District. Our proposal includes all the products and services required to meet and/or exceed the expectations of the scope of work.

At SOS, we are committed to delivering clear and competent communications throughout the lifecycle of our partnership with Roxborough Village. Please feel free to contact us with any questions or concerns as it relates to the contents of this proposal or any of the services outlined. We look forward to working with you and your team.

Sincerely,

Justin Ball

Chief Operating Officer

(720) 678-5040

justinb@sossiteservices.com

Shawn Dean

Business Developer/Account Manager

(720) 456-5516

Shawnd@sossiteservices.com

John Lienweber

Account Manager

(720) 678-5825

johnl@sossiteservices.com

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT



SOS is committed to performing the contracted services on a weekly basis that we are being paid for. For over 6 years, SOS has maintained a commitment to providing the highest quality installation and maintenance services throughout Colorado. Having supported over 100 companies in the region, SOS has developed a reputation for delivering the area's premier landscape maintenance services. Our experienced, knowledgeable staff of over 50 associates; large modern fleet and equipment; combined with our proven track record of safety and quality work allows SOS to deliver unrivaled support and services to our customers. SOS's staff and ownership at one time serviced Roxborough and understand the needs and dynamics at Roxborough.

At SOS, we are committed to delivering clear, competent and open communications throughout the lifecycle of our partnership with you. Please feel free to contact us with any questions or concerns as it relates to the contents of this proposal or any of the services outlined. We look forward to working with you and your team.

Sincerely,

- **Labor** – SOS Site Services has retained 95% of our workers each year. We have above average wages and benefits. This ensures that we have reliable and consistent labor. Labor is currently the biggest challenge facing landscape contractors. In most cases we have the same teams return on a yearly basis.
- **SOS SAFETY Facts** - Our employees wear uniforms, and all required Personal Protection Equipment to ensure there are responsible professionals working within your community.
- **Irrigation and Water Management** – SOS has over 75 years of water management experience in Colorado. We have some of the strongest employees in the industry with respect to water management. We have an extensive irrigation management training program and resources to support the latest technology.
- **Value** – Your community may be paying for services that are in your scope that are not being performed currently. In some cases, our pricing may be higher because our company will perform to the “*Scope of Work*”. If a reduced scope is acceptable to you, please let us know and we can adjust our pricing accordingly.

Why SOS Site Services:

Your landscaping creates a first, and lasting impression in people's minds. Balancing the aesthetic appeal with the cost of sustaining and protecting your investment remains one of the most important decisions you can make. Success depends on finding a partner that understands your needs and can translate those into a consistent repeatable program. For years, SOS has met and exceeded the needs of our customers.

Holistic Program

Colorado presents a unique set of challenges to maintaining your landscaping investment. From spring fertilization and pre-emergent weed control to winter shrub and tree pruning, SOS caters to your holistic needs. Mowing, fertilization, pest control, aeration, insect & disease control, shrub pruning, tree trimming, flower enhancements, mulching, irrigation and more are all available through the SOS team.

Tailored Solutions

No two properties are the same. Soil conditions, drainage, pedestrian traffic and light can all significantly impact your landscaping investment. Developing a tailored solution that accounts for these differences while balancing your personal desires sets SOS apart. From initial design and value engineering programs with our team, to ongoing enhancement and improvement recommendations, SOS is committed to finding the right solution to meet and exceed your needs.

Unmatched Service

While we may all use similar brands of equipment, exemplary service sets SOS apart from the different maintenance vendors you can work with. Unmatched service starts by gaining a clear understanding of our customer's expectations. A dedicated account manager ensures proactive communication and engagement. Consistent delivery provides peace of mind.

Finally, tapping into certified experts in tree, lawn and shrub care guarantees protection of your valuable landscaping investments.

SOS Team and Experience

Justin Ball: Chief Operating Officer

Justin Ball has been with SOS Site Services since September of 2020, and has been involved in the landscape industry for over 20 years. Justin worked for Metco Landscape as the Southwest Branch Manager from 2015-2020. Justin has an extensive background in irrigation and holds a Certified Landscape Technician designation through NALP and a QS License through the Colorado Department of Agriculture.

Shawn Dean: Business Developer & Account Manager

Shawn Dean is a Business Developer/Account Manager for SOS Landscape. Shawn has been in the Landscape and Snow Removal business for 13 years. Not only has Shawn worked on the service side, but on the property management side as well. This has given him some fantastic insight and a true understanding of our customer's needs. Outside of work, Shawn enjoys fishing, hiking, four wheeling and spending time with his wife and children.

Bill Barr: Consultant and Seasonal Snow Manager

Bill brings a wealth of knowledge and experience to the team. Bill has been in the Golf and Landscape industry for over 40 years. Bill has spent the latter part of his career in the Landscape Industry as a Production manager and Account Manager while mentoring others as he is continuing to do as a consultant for SOS Site Services.

Safety Commitment & Program

SOS takes a holistic approach when it comes to the safety of our employees, your students and associates, and your property. The core elements of this program include:

- Training and Education
- Equipment Selection and Maintenance
- Personal Protection Equipment (PPE)
- Ongoing Certification
- Site Inspection and Maintenance



Our Account and Field Management teams carry extensive experience and training on best practices for site and operations safety. During the course of the year, they and their teams undertake a variety of classroom and field-based safety training to make sure all personnel are fully aware of best practices and SOS standards.

Purchasing and utilizing state-of-the-art equipment that is maintained at the highest levels is the second core element of SOS safety program. SOS has an extremely large list of equipment that is self-owned and self-maintained and is not required to rent subpar equipment like many of our competitors.

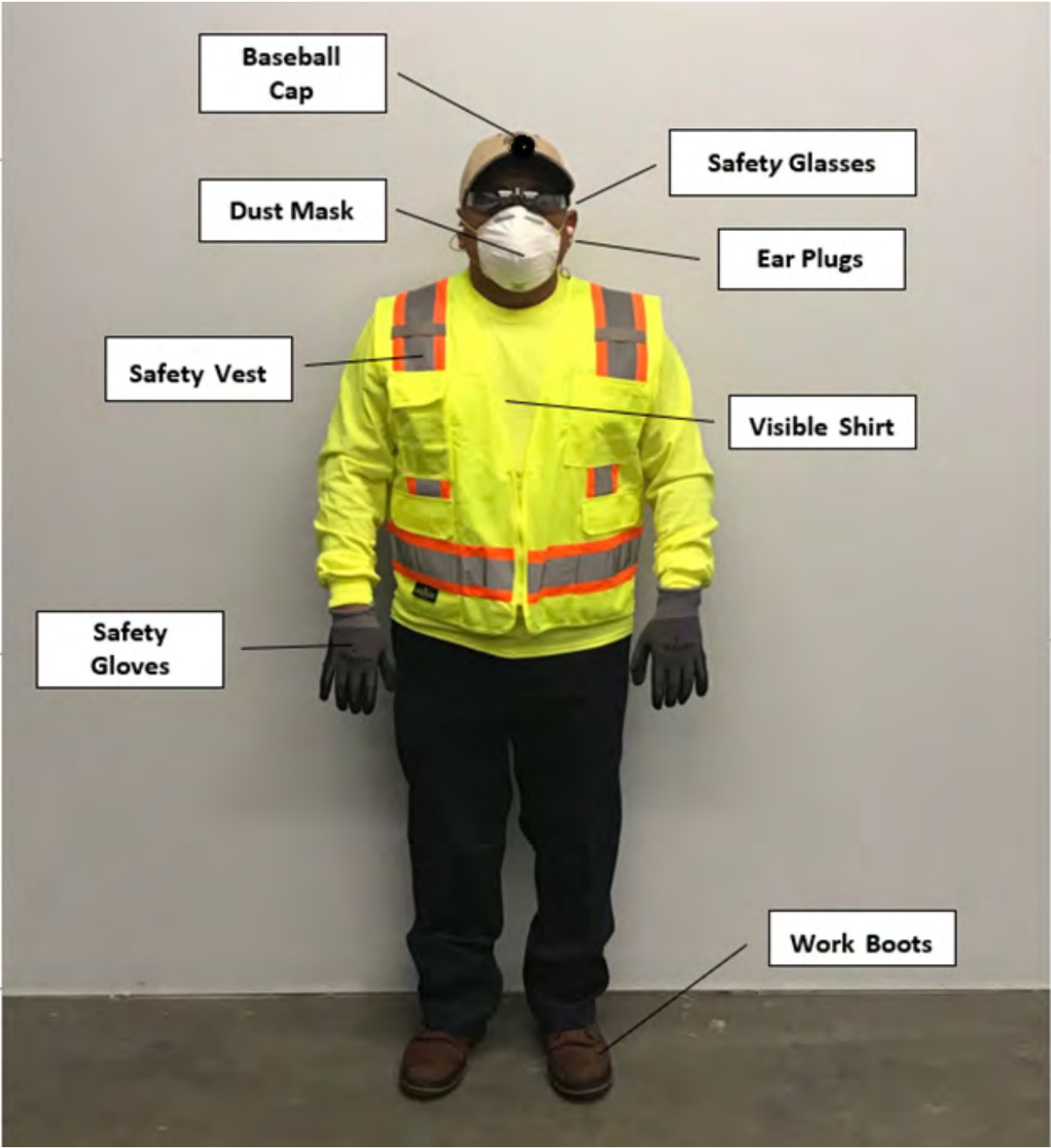
SOS standard issued PPE includes:

- Cap and Safety Glasses
- Dust Mask
- Ear Protection
- Safety Vest & Gloves
- Work Boots

SOS also complies with all major safety regulations and regularly employs 3rd Party Certification organizations to guarantee this compliance. A sample of safety related certifications held by the company and our personnel include but are not limited to:

- OSHA 10 Hour Construction Safety and Health
- Trench and Shoring Services Safety
- CPR Certification
- OSHA Workplace Safety Inspections
- Smith System Driving Certification
- Colorado Department of Agriculture - Qualified Supervisors

PPE and Uniform



References

Kevin Christensen
KC & Associates
303-634-2879
kevin.christensen@kchoa.com

Janelle Mauch
Westwind Management Group
303-369-1800
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Leslie Ashford
Hammersmith Management
303-376-3211
lashford@ehammersmith.com



LANDSCAPE MAINTENANCE PROPOSAL FOR:

ROXBOROUGH VILLAGE

CONTRACT TERM: 2022/2023

11/01/2022 - 12/31/2023

SERVICE ITEM	FREQUENCY	MONTH(S)
MOW, TRIM, BLOW - IRRIGATED TURF AREAS	Weekly/AS NEEDED	APRIL-OCTOBER
EDGING - IRRIGATED TURF AREAS	EVERY TWO WEEKS	APRIL-OCTOBER
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 PRUNNING (under 10') AESTHETIC	2	JUNE - SEPTEMBER
NEW TREE WATERING	WEEKLY/AS NEEDED	APRIL-OCTOBER
WOOD MULCH APPLICATION	1	SPRING
FLOWER DEAD HEADING	WEEKLY/AS NEEDED	APRIL-OCTOBER
POND LEVEL MONITORING/MAINTENANCE	TWICE WEEKLY	APRIL-OCTOBER
WINTER WATERING (PLANTS & TREES)	AS NEEDED	OCTOBER-MARCH
WINTER WATERING	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 MAINTENANCE	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: LANDSCAPE AREA (summer)	TWICE WEEKLY	APRIL-OCTOBER
TRASH PICK-UP: LANDSCAPE 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
TRASH PICK-UP - LANDSCAPED AREAS	26	APRIL-OCTOBER
WEED CONTROL (MANUAL) - LANDSCAPE BEDS	26	APRIL-OCTOBER
WEED CONTROL (CHEMICAL) - LANDSCAPE BEDS	7	APRIL-OCTOBER
WEED CONTROL (BROADLEAF) - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY, & SEPT
FERTILIZATION - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY, & SEPT
PRE-EMERGENT - MULCH/ ROCK BEDS	1	APRIL
SPRING CLEAN-UP - LANDSCAPE AREAS (INCLUDES PERENNIAL GRASS CUTBACK)	1	APRIL
FALL CLEAN-UP - LANDSCAPE AREAS (INCLUDES PERENNIAL FLOWER CUTBACK)	1	NOVEMBER
TREE WELL MAINTNENACE (CHEMICAL)	7	APRIL-OCTOBER
SHRUB/ TREE PRUNING (UNDER 10') AESTHETIC	2	JUNE & SEPT
CORE AREATION - IRRIGATED TURF AREA	1	APRIL/MAY
BACKFLOW INSPECTION	1	SPRING
IRRIGATION START-UP	1	APRIL
IRRIGATION PUMP INSPECTION	WEEKLY	APRIL-OCTOBER
IRRIGATION SYSTEM CHECK	WEEKLY	APRIL-OCTOBER
IRRIGATION SYSTEM REPAIRS	AS NEEDED	APRIL-OCTOBER
IRRIGATION SYSTEM ADJUSTMENTS	AS NEEDED	APRIL-OCTOBER
IRRIGATION WINTERIZATION	1	OCTOBER
SITE INSPECTIONS	14	APRIL-NOVEMBER

TOTAL CONTRACT PRICE - 2022 **\$ 227,990.00**

MONTHLY PAYMENT (NOVEMBER 2022 - DECEMBER 2023) **\$ 16,285.00**

ADDITIONAL SERVICES (NOT INCLUDED IN BASE MAINTENANCE PRICE)	FREQUENCY	COST
FALL AREATION	1	INCLUDED
PINE NEEDLE CLEAN-UP	UPON APPROVAL	T&M
ANNUAL FLOWER INSTALLATION/ MAINTNENANCE	UPON APPROVAL	T&M
INSECT/ DISEASE CONTROL	UPON APPROVAL	T&M
NATIVE AREA MAINTNENACE (MOWING/ TRASH)	UPON APPROVAL	T&M
NATIVE AREA WEED CONTROL	UPON APPROVAL	T&M
IRRIGATION SYSTEM REPAIR	UPON APPROVAL	T&M
WINTER WATERING (PER OCCURANCE)	UPON APPROVAL	T&M
TREE WRAP/ UNWRAP	UPON APPROVAL	T&M
LARGE DEBRIS REMOVAL	UPON APPROVAL	T&M