

**REQUEST FOR PROPOSAL FOR**  
**LANDSCAPE MAINTENANCE SERVICES**

The Board of Directors for the Roxborough Village Metropolitan District is requesting proposals for landscape and snow removal services as outlined below.

**ARTICLE I**  
**SERVICES AND COMPENSATION**

**Section 1.1 Services and Compensation:**

(a) Services: The Contractor shall perform, maintenance, care and repair of certain landscaped areas described in the Scope of Services as the Standard Services attached as Attachment 1, including Exhibits A, B and C to Attachment 1. The additional services set forth in Exhibit B, and such additional services that are beyond those set out in Attachment 1 (collectively, “*Additional Services*”), if requested, shall be provided only when authorized in writing by the District.

(b) Attendance at Board Meetings and Reports to District Manager: The Contractor shall attend the regular meetings of the District’s Board of Directors (“*Board*”). The Contractor shall submit a summary report of all activities for the prior month and anticipated activities for the coming month to the District Manager in a format determined by the Board. The summary report, and any proposed agenda items that the Contractor deems appropriate or necessary for inclusion for an upcoming Board meeting, shall be submitted to the District Manager in sufficient time to be included in the monthly Board packet prepared by the District Manager.

(c) Quality Assurance: The Contractor shall provide a schedule of all maintenance related activities planned during the Services period, with notations of season requirements. The Contractor 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 Contractor may be authorized to spend up to \$3,000 per incident without prior authorization, unless otherwise directed in writing. All larger repairs or maintenance items shall be brought to the attention of the District Manager for review and may require Board approval.

(d) Commencement Date: The Contractor shall commence performance of the Services on the Effective Date and will thereafter continually and diligently perform the Services and the Additional Services requested by the District until this Agreement is terminated or expires, whichever occurs first.

(e) Communication: The Contractor will notify the District prior to performing 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 Contractor monthly report showing what Services have been completed and what Services have yet to be rendered.

## **Section 1.2 Payment:**

(a) Request for Payment: The Contractor shall submit to the District Manager, by the second Tuesday of the month, a standard pay request form setting forth the monthly scheduled payment in accordance with Attachment 2, and a report detailing the following (“**Request for Payment**”):

- (i) Services performed during the previous month, including but not limited to:
  - A. Locations;
  - B. Time and rate per hour of each employee or subcontractor (if applicable);
  - C. Quantities of materials used in the work performed (if applicable);
  - D. Reason for work performance;
  - E. Detail of problems encountered and corrective action taken or proposed to be taken;
  - F. Work Orders recommended to be performed in the future and the reason the work is recommended; and,
  - G. Services performed during the previous month pursuant to an approved Work Order with supporting documentation.
  
- (ii) Maintenance inspection report discussing (but not limited to) the following:
  - A. Safety conditions;
  - B. Appearance; and,
  - C. Follow up items for the preceding month.

Any failure to timely provide the foregoing Request for Payment, with all of the required information, may delay payment up to the next monthly Board meeting and may constitute a breach of this Agreement.

(b) Payment Procedure: The District will make payment to the Contractor for work satisfactorily completed within thirty (30) days after a Request for Payment is submitted by the Contractor or thirty (30) days following the month in which the services were completed, whichever is later. Late fees, penalties, and interest will not be charged against any disputed amount the District does not pay by the date owed. The Contractor has the right to stop work, and shall notify the District of such action, if the District does not pay any undisputed portion, or all, of a Request for Payment in full within thirty (30) days of the District receiving the Request for Payment. If the Contractor stops work, it shall have no obligation to maintain, care for, or provide any Services to the landscape maintenance areas.

(c) Chatfield Farms: All Requests for Payment shall separately identify the cost of any Services performed within the Chatfield Farms areas shown on Attachment 1. Failure to provide separate costs for Chatfield Farms will constitute a deficient Request for Payment described under the above Payment Procedure section and will delay payments and may constitute a breach of this Agreement.

(d) Additional Services: If the Contractor is directed to perform any Additional Services, they

shall submit invoices for all Additional Services to the District Manager within thirty (30) days of performing the work.

(e) Tax Exempt Status: The District is exempt from Colorado state and local sales and use taxes. The Contractor's invoices shall not include any sums for such taxes.

## **ARTICLE II GENERAL SERVICES PROVISIONS**

**Section 2.1 Professional Standards:** The Contractor will perform the Services and any authorized Additional Services in accordance with the generally accepted standards of care, skill, diligence, and professional competence applicable to contractors engaged in providing similar services at the time and place that the Contractor Services or Additional Services are rendered. The Contractor shall, at its cost, be solely responsible for repairing any damage caused by the Contractor.

**Section 2.2 Compliance with Applicable Law:** The Contractor will, at its own expense, comply with all federal, state, and local laws, statutes, ordinances, rules, codes, regulations, requirements, guidelines, court rulings and orders of all governmental authorities applicable to this Agreement and the Services or authorized Additional Services performed by the Contractor, including but not limited to, employee safety (collectively "*Applicable Law*").

**Section 2.3 Personnel:** The Contractor shall represent that all of its employees and the Contractor Parties (defined below) have received the information, instructions, and training required to provide the Services and any authorized Additional Services, including training to prevent harm to such personnel, residents, and members of the public who may be in the vicinity.

**Section 2.4 Licenses:** The Contractor shall ensure all of its employees and Contractor Parties (defined below) performing work that requires licensing shall be licensed to the extent required by all Applicable Law and will, at the Contractor's cost, maintain such licensing throughout the period this Agreement is in effect. Such licenses include any requirements set forth by the State of Colorado and the Environmental Protection Agency.

**Section 2.5 Mechanics' and Materialmen's Liens; Verified Statement of Claim:** The Contractor shall make timely payments to the Contractor employees, Contractor Parties (defined below), 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 Contractor shall be responsible for satisfaction of any liens and encumbrances that are filed or asserted against the District and/or such property that arise from or are the result of the Services or authorized Additional Services the Contractor performs. In addition, the Contractor shall promptly resolve any verified statement of claim filed with the District by a subcontractor, vendor, or supplier claiming the Contractor has failed to pay amounts due for services, labor or materials provided to the Contractor in the performance of its Services or authorized Additional Services.

**Section 2.6 Hours of Operation – Power Equipment:** The Contractor 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.

**Section 2.7 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 the Contractor to perform Services or authorized Additional Services 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 Contractor requires vehicles to drive off paved surfaces, the Contractor must receive special permission in writing from the District. The Contractor’s vehicles and motorized equipment shall at all times yield to pedestrians and cyclists in parks and open space.

**Section 2.8 Mowing Equipment:** To prevent the spread of diseases, pests, and weeds, all mowing equipment shall be cleaned, including the underside of the mowing deck, prior to use within the District.

**Section 2.9 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 Contractor. The District Manager will designate the location(s) at which the Contractor may obtain water.

**Section 2.10. Compliance with 5 CCR 1001-33 - Emission Reduction Requirements for Lawn and Garden Equipment:** On or before June 1, 2025, the Contractor shall comply with the Air Quality Control Commission’s Rule 29, which is codified at 5 CCR 1001-33, which prohibits the use of gasoline-powered push and hand-held law and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) between June 1 and August 31 of each year. The Contractor is required to fully understand and strictly comply with Rule 29’s requirements, including but not limited to: (a) ensuring its personnel do not use prohibited lawn and garden equipment between June 1 and August 31 of each year; (b) maintaining the required records for a minimum of 5 years; and, (c) if this Agreement is extended through 2026, preparing and timely submitting to the Board the required annual report.

### **ARTICLE III REQUIRED INSURANCE**

**Section 3.1 Coverages:** The Contractor will, at its sole cost and expense, maintain in effect at all times during the Term, the following insurance coverages with limits of not less than those set forth below. The Contractor 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.

(a) Employee Insurance:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
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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.

(b) Liability Insurance:

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

This policy will contain an endorsement including the District Parties as “additional insureds”. It also will contain cross-liability and severability of interest endorsements, a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(c) Vehicle Insurance:

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

This policy will be a standard form written to cover all owned, hired, and non-own vehicles owned or operated by the Contractor or one or more of the Contractor Parties. This policy will contain an endorsement including the District Parties as “additional insureds”. It also will contain a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(d) Umbrella Liability Insurance:

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

This policy will be written on an umbrella basis above the liability and vehicle insurance coverages described above. This policy will contain an endorsement including the District Parties as “additional insureds”. It also will contain subrogation in favor of the District Parties.

**Section 3.2 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 non-contributory. All policies shall contain a provision that states that they cannot be canceled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

**Section 3.3 Evidence of Coverage:** Evidence of the insurance coverage required to be maintained by the Contractor under this Article V, represented by certificates of insurance or endorsements, as applicable, issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance or endorsements shall 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 Contractor will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. The Contractor shall provide the District Manager with copies of the certificates and/or endorsements evidencing that the District has been added as an additional insured under the various insurance policies which the Contractor is required to carry.

## ATTACHMENT 1 SCOPE OF SERVICES

The Contractor shall provide the landscape services set forth in this Scope of Services within the landscaped areas shown on Exhibit A to this Attachment 1. Special landscape services are described in Article III, below.

Note: Whenever the word “*Trash*” is used in this Attachment 1 (Scope of Services) it shall mean trash, litter, debris, and animal waste,.

### ARTICLE I STANDARD LANDSCAPING SERVICES

**Section 1 Standard Landscape Services:** The frequency and/or number of times per year that the Contractor 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*”).

(a) Irrigated Turf: Turf care consists of mowing, irrigation, fertilization, and herbicide application to maintain healthy turf at all times.

(b) Mowing of Irrigated Turf Areas: Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately  $2\frac{3}{4}$  -  $3\frac{3}{4}$  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.

(c) 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.

(d) 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, the Contractor 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.

(e) Fertilization: Irrigated turf areas shall be fertilized with a high quality, well-balanced fertilizer three (3) times each season or one (1) slow release fertilizer designed for one annual application. Only non-phosphorus fertilizer shall be used. If using standard fertilizers requiring three (3) applications, The first application shall consist of  $\frac{1}{2}$  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. If using a fertilizer designed for one annual application, the application rate and timing of the application should follow manufacturer guidelines. 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.

(f) Integrated Pest Management: If requested, the Contractor 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 Contractor shall attempt to alert the District of all effective alternatives to chemical applications available.

(g) Weed Control: The Contractor 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 Contractor 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 Contractor shall perform manual removal of weeds on a weekly basis as needed.

(h) Aeration: The Contractor 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 Contractor shall use only a closed coring tine. Prior to aeration, the Contractor shall flag all sprinkler heads and valve boxes to minimize damage. At its own expense, the Contractor shall replace any sprinkler heads and valve box covers damaged by the aerators. Plugs shall be left on irrigated turf areas to assist in breaking down thatch.

(i) Leaf Removal: In irrigated turf areas, the Contractor 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.

(j) Unusual Conditions: Whenever the Contractor observes any condition which the Contractor believes may be detrimental to healthy turf growth, such conditions shall be immediately reported to the District Manager along with a recommended corrective action.

**Section 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.



(a) Trails Through Non-Irrigated Turf and Native Grass Areas: Non-irrigated turf and native grass areas on either side of trails and sidewalks shall be mowed to a width of four feet (4'). These mowing areas are defined as "beauty-bands" and are depicted in Exhibit C. The beauty-bands shall be mowed on or about the first and last mow of the season and thereafter to four inches (4") when any of the vegetation in the bands have exceeded seven inches (7"). If the distance from a beauty band to a path, curb, vertical elements, or to a road is under twenty feet (20'), the beauty band mowing shall be widened to meet the mowed beauty-band to avoid leaving narrow strips of tall grass. All clippings shall be collected and disposed of properly and/or blown from trails and sidewalks to maintain a well-groomed appearance.

(b) 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 exceed seven inches (7"). If the distance from a fence line to a path or to a road is under twenty feet (20'), the fence line mowing shall be widened to meet the mowed beauty-band to avoid leaving narrow strips of tall grass.

(c) 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 (i) the sledding hill which shall be mowed once in late summer or early fall before any snowfall and for (ii) 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 blown from sidewalks to maintain a well-groomed appearance.

**Section 3 Tree and Shrub Care in Landscaped Areas**: The Contractor shall familiarize themselves with the numbers, locations, and types of trees and shrubs within the District. Tree and shrub care shall maintain and promote healthy growing conditions and shall include pruning, wound repair, fertilization, insect control, disease control, and other maintenance measures as necessary. The maximum overall tree/shrub height for pruning and removal shall be ten feet (10') or  $\frac{1}{3}$  the height of the tree/shrub, whichever is less. Trees in native areas are not maintained; however, some trees in non-irrigated, landscaped areas are maintained.

(a) Pruning and/or Removal of Trees: The Contractor 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 an Additional Service to be approved by the Board or District Manager.

(b) 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.

(c) 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. The

Contractor shall immediately provide a quote to the District Manager to replace such plants.

(d) Wrapping: The Contractor shall not wrap trees or shrubs unless directed to do so by the District. Any such wrapping of trees or shrubs shall be an Additional Service to be approved by the Board or District Manager.

(e) Watering: During periods of dry weather, up to fifteen (15) 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. If there are more than fifteen new trees to be watered, the Contractor shall provide a quote to the District Manager for the additional watering.

**Section 4 Mulch and Mulch Beds:** Organic mulches, including wood and bark chips shall be utilized in non-turf flower bed areas.

(a) 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. The Contractor shall correct any protective rings that are misapplied or in disrepair. Wood mulch shall not be applied against tree bark and shall dip to meet the base of the tree.

(b) 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.

(c) Maintenance: All mulched areas shall be edged or re-edged prior to application of mulch to provide natural containment or the tree rings shall be sprayed to prevent grass and weeds from encroaching the tree ring.

**Section 5 Ground Cover, Flower Beds and Rock Beds:** The appearance and health of ground cover, flower beds, and rock beds shall be maintained by adhering to the following practices:

(a) 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.

(b) Mow Strips/Landscape Edging: Landscape edging, including metal edging, mow strips, and any other materials, shall be kept in good repair and appearance and replaced if necessary. Any safety hazards shall be immediately corrected. Edging shall be kept at an appropriate depth to ensure mulch stays in the landscaped area and grass cannot spread to the landscaped area via underground rhizomes. Edging that has tilted, particularly to the point of impacting sprinkler heads, shall be straightened. All time and labor for this service are included in the contract price. If edging has deteriorated beyond repair, the Contractor shall provide a quote to the District Manager for its replacement.

(c) Flower Care: Pinch back dead blooms as required and hand weed weekly or as needed

to maintain beds in a weed-free condition.

(d) Spring Clean-up: Flower beds and landscaped areas shall be cleaned up in the spring, including but not limited to, cutting back perennial grasses and removing accumulated leaves and branches.

(e) Fall Clean-up: Flower beds and landscaped areas shall be cleaned up in the fall, including but not limited to, cutting back perennial flowers and removing accumulated leaves and branches.

(f) Rock Beds: Rocks that have spilled out of rock beds shall be moved back into the rock beds. Exposed irrigation lines shall be reburied under the rock for a clean appearance. The Contractor shall inform the District if additional rock is required in rock beds and shall provide a time and materials cost for adding the additional rock.

**Section 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.

(a) Weed Control: Herbicide spraying in non-irrigated, natural areas is performed under separate contract and is not a service covered hereunder.

**Section 7 Irrigation System Operation and Maintenance:** The Contractor 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. Upon spring activation of the irrigation system, the Maintenance Technician shall check the operation of each sprinkler zone 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. In addition, all controller enclosures shall be opened and visually inspected. After the initial activation checks, the Maintenance Technician is not required to make the same checks unless there is a visual indication of an issue or the District requests additional checks. On a weekly basis, the Maintenance Technician shall monitor irrigated areas and repair leaks, clean nozzles, and make adjustments as required.

The contract price includes all twenty (20) hours of weekly maintenance services. The Contractor agrees that the irrigation hours provided by the Contractor, up to eighty (80) hours per month, will be applied by the Contractor to any irrigation work performed for the District. These hours must be specifically invoiced including date, time expended, and locations serviced 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, the Contractor 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 the Contractor's expense. The Contractor shall maintain all appropriate keys, locks, system log-ins and passwords, and any other security, access, or operational procedures, measures, or devices and shall 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:

(a) Activation of Irrigation System: Each spring, on a date to be determined by the Contractor in consultation with the Board and notice thereto, the irrigation system shall be activated. the Contractor 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 Contractor actions shall be repaired immediately at the expense of the Contractor. 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 Contractor 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.

(b) 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.

(c) 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.

(d) Sprinkler Clock Timing: The Contractor 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 Contractor shall program sprinkler controls to water on the specific days, times, and frequencies directed and approved by the Board. If the Contractor 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.

(e) Drip Irrigation System: The Contractor 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 Contractor shall inspect for proper system operation and repair as necessary. The Contractor 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

Board.

(f) System Repairs - Non-System Activation Related: The Contractor shall be responsible for repairs of all sprinkler system damage that are the result of the Contractor's operations. The District shall be notified immediately of any such damage and the Contractor shall undertake to immediately repair or correct such damage. Minor irrigation system repairs and adjustments that are not caused by the Contractor, such as nozzle replacement and 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 Contractor 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 Contractor 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 also shall be conveyed to the District Engineer, or other designee, for as-built recording. If the District employs a geographic information system (GIS), the Contractor shall record the aforementioned information and as-builts in the GIS.

(g) Backflow Inspection: Backflow prevention device inspections are not part of the Standard Landscape Services and will be performed by a separate District contractor on an annual basis.

(h) Winterization of Irrigation Systems: Winterization of the irrigation systems shall be completed by the Contractor in the fall before the first hard freeze. The typical time for winterization is in October, however the Contractor must winterize the irrigation systems before the first hard freeze. Winterization activities shall not extend into the month of November without prior Board approval. Winterization shall include voiding all lines of water using compressed air or other methods approved by the District. The Contractor also shall perform other tasks as necessary to winterize controllers and other system components.

(i) Locates: The District Board shall designate the individual or entity that shall be responsible for the UNCC locate services for the District, which designation the Board may change at any time in its discretion. The District shall notify the Contractor of any change in the UNCC locate services provider. If the District's UNCC locate services provider requires the irrigation system to be located in a particular area, the Contractor will be notified in writing by email of such a requirement. The District shall compensate the Contractor for locate services based on agreed upon rates. If a third party requests a locate, the Contractor shall obtain approval from the District Manager before providing same.

(j) Pond Depth and Consumption Monitoring: While the irrigation system is in operation, the Contractor 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

Contractor will order additional water from Roxborough Water & Sanitation to maintain the lake water level during the growing season. The District is entitled to 45 acre-feet of water from Roxborough Water & Sanitation. The Contractor shall take measures to ensure the District does not run out of water prior to the end of the growing season. The Contractor will notify the District each time water is ordered. At the end of the growing season, the Contractor will allow water to be drawn down to thirty-six inches (36") below the overflow to provide capacity for winter run-off. The Contractor 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 the Contractor negligently orders water that results in water overflowing out of the irrigation pond, the Contractor will be responsible for the cost of the lost water, and restoration of any damage incurred.

(k) 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 the Contractor and any concerns forwarded to the District Manager and District Engineer as soon as practicable.

(l) Emergency Contact: the Contractor shall provide and maintain an operating after-hours emergency contact system to report any irrigation issues, problems, or emergencies.

**Section 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.

(a) 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 the District if there is a need for new nets, striping, or fencing repair.

(b) 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 the 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.

(c) 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.

(d) 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.

(e) Bicycle Paths/Sidewalks: On a weekly basis, pick up Trash and sweep or blow debris off bicycle paths and sidewalks as needed.

(f) Playground Areas: On a weekly basis, pick up Trash. 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.

(g) Gazebo - Community Park: On a weekly basis, pick up Trash and sweep or blow debris off sidewalks within the pavilion area weekly. Report any damage or graffiti to the District Manager immediately.

(h) Parking Lots and Adjacent Areas: Pick up Trash weekly. Report any damage or graffiti or unattended vehicles to the District Manager immediately.

**Section 9 Pickup of Trash - General:** The Contractor is responsible for picking-up Trash on a weekly basis. The Contractor shall ensure that all Trash receptacles shall have an internal removable can and a plastic removal liner (trash bag). When a Trash receptacle has a removable lid, it shall be the Contractor's responsibility to ensure that the lid is properly in place and secured with a locking cable. The Contractor shall order and stock all materials, including Trash bags and dog waste bags, at the Contractor's cost. The Contractor shall pick up and remove Trash from the site per the following seasonal schedule and pursuant to the following guidelines:

(a) 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 Contractor shall provide a fixed price per receptacle for additional Trash pick-ups as required by the District.

(b) Winter (January 1 through March 31 and October 16 through December 31): During the winter months the Contractor shall pick up Trash on all Property on a weekly basis.

(c) 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. The Contractor shall recommend full replacement of dog stations that require more than minor repairs. The Contractor shall recommend additional pick-ups or additional dog stations for high traffic areas if deemed necessary.

(d) 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. the Contractor shall recommend replacement of stations requiring more than minor repair.

(e) 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 Contractor requires vehicles to drive off paved surfaces, the Contractor 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, the Contractor 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 Contractor or vendor has obtained an access permit from the District.

**Section 10 Trash Pick-up In Specified Areas:** The Contractor shall pick up and remove litter on a weekly basis.

(a) Turf Areas: Prior to mowing, the Contractor shall pick up litter on the property and adjacent streets.

(b) Park Areas: the Contractor shall remove litter accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters.

(c) Natural, Non-Irrigated Areas: The Contractor shall remove litter from non-irrigated and natural areas.

(d) Little Willow Creek: the Contractor shall remove litter from Little Willow Creek and drainages with an emphasis around storm drain outlets.

(e) 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. the Contractor shall provide a fixed price for additional clean-ups as directed by the Board.

**Section 11 Damage to Landscape Improvements:** the Contractor 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 Contractor 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 Contractor 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 the Contractor's operations shall be repaired or replaced at the expense of the Contractor. Any Landscape Improvements having sustained damage prior to the commencement of the term of the 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.

**Section 12 Winter Services:** During the winter months of January, February, March, October, November, and December, the Contractor shall provide the following services:

(a) Winter Watering: Should there be extended periods of drought which may lead to plant or tree stress, such plants and trees shall be watered, for a pre-approved additional fee, as recommended by the Contractor 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.

(b) 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.

**Section 13 Graffiti Removal:** the Contractor shall be responsible for removal of graffiti when and wherever it occurs within the District's boundaries. The Contractor will bill time and materials for this Additional Service. The Contractor shall take photos of the graffiti before removal and the cleaned area after the removal. The Contractor shall include any graffiti removal services in the applicable monthly report to the Board, with the photos.

**Section 14 Geographic Information System (GIS) Services:** If and when the District is utilizing a GIS, the Contractor shall be responsible for recording work performed in the GIS. Photos, equipment information, services performed, shall be recorded or verified when the Contractor personnel are in the District performing the Services or Additional Services outlined in this Agreement. The Contractor shall use District provided equipment for recording information in the Contractor. The Contractor shall ensure data is uploaded at least once a week by connecting to a Wi-Fi network or other means. The Contractor may charge and store the GIS equipment in an on-site location designated by the District. GIS training shall be provided by the District. The Contractor shall be solely responsible for the cost of replacing any GIS equipment that is lost or damaged as a result of the intentional, reckless, or negligent acts or omissions of any of the Contractor Parties.

## **ARTICLE II ADDITIONAL SERVICES**

From time to time the District may request that the Contractor provide Additional Services not included within the scope of the Standard Landscape Services. Prior to providing any Additional Services, the Contractor will obtain approval from the District. Oral discussions between a District Board member or the District Manager and the Contractor employee shall not constitute authority to perform Additional Services until it is memorialized through an approved Work Order. Additional 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.

**EXHIBIT A  
DISTRICT BOUNDARY MAP**



**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	1 or 3	Spring/Summer/Fall
Broadleaf Weed Spray-Irrigated Turf Areas	3	Spring or Spring/Early Summer/Late Summer
Core Aeration-Irrigated turf areas	2	Spring/Fall
Leaf Removal	1	November - December
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	March/June
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
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 cleaning	As Needed	January - December
Playground maintenance (cleaning/raking)	Weekly	January - December
Gazebo cleaning	Weekly	January - December
Trash pick-up-Landscaped Area (Summer)	Twice Weekly	April - October

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

Additional Services Not Included in Contract Price:

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



# EXHIBIT C LANDSCAPE MAINTENANCE MAP

