

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into effective this 26<sup>TH</sup> day of April, 2019 (the "Effective Date"), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the "City"), and TWA, INC, a Colorado corporation d/b/a SIERRA LANDSCAPING AND MAINTENANCE, whose principal business address is 1205 Boston Avenue, Longmont, CO 80501 ("Contractor").

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

### I. SERVICES.

A. Services. At the City's direction, Contractor will provide programmatic and non-programmatic right-of-way landscaping and irrigation services for the City on a non-exclusive basis as set forth in Exhibit A and pursuant to Work Orders, as defined below, if applicable ("Services"). The terms and conditions of this Agreement shall apply to the performance of all Services under this Agreement, whether performed with or without a Work Order and notwithstanding the failure of any Work Order to incorporate this Agreement by reference. The terms and conditions of this Agreement shall apply to the performance of all Services under this Agreement, whether performed with or without a Work Order and notwithstanding the failure of any Work Order to incorporate this Agreement by reference. The City reserves the right to omit any of the Services identified in Exhibit A or any subsequent Work Orders without penalty upon written notice to Contractor.

1. Work Order Services. A "Work Order" is an order agreed to by the City and Contractor to determine specific Services to be performed (including scope of Services, schedule, and total price) before the performance of Services. Work Orders may be in the form of Exhibit C but must include a specific reference to this Agreement. Work Orders must be executed and authorized as follows: (a) Division Manager (up to \$9,999.00); (b) Department Director (up to \$74,999.00); and (c) City Manager (up to and exceeding \$75,000.00).

2. Invoiced Services. Contractor may perform Services without a Work Order if the scope of Services and the total amount to be billed to the City for such Services are authorized and agreed to by the City before the performance of such Services. Services to be performed without a Work Order must be authorized as follows: (a) Division Manager (up to \$9,999.00); (b) Department Director (up to \$74,999.00); and (c) City Manager (up to and exceeding \$75,000.00).

B. Controlling Terms. This Agreement will control if the terms and conditions of any exhibit, attachment, Work Order, or invoice conflict with the terms and conditions of this Agreement. Additional terms and conditions not specifically relating to the Services (such as unnegotiated or form terms included in any Work Order, Invoice, or attachment), whether or not in conflict with this Agreement, are not agreed to by the City and are declared void and of no force or effect.

C. Contractor Representations. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Contractor acknowledges that the City is relying on Contractor's

expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval or review by the City.

D. Warranties. Contractor warrants that all work performed under this Agreement will be free from defects in workmanship, equipment, and materials. Upon acceptance of the work, Contractor will transfer the benefit of any applicable manufacturer's warranty to the City.

E. Prosecution of the Services. Contractor will perform all work in a professional, workmanlike, and timely manner. Contractor will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the prompt completion of the Services. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf.

F. Correction of Errors. Contractor will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly for no additional compensation.

G. Subcontractors. Contractor will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the City's express written consent.

H. Licenses & Permits. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, including a City Contractor's license, if required. Contractor will pay any and all license and permit fees.

I. Rate of Progress. Contractor's rate of progress is a material term of this Agreement. At the City's request, Contractor will provide a progress schedule for the performance of any Services subject to the City's approval.

J. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor will cooperate with the City relating to such monitoring and evaluation.

K. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees and agents, while performing the Services or while on City property for any reason during the Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. Policies will be made available to Contractor upon request. Contractor will comply with all applicable federal, state and local laws, ordinances and regulations.

L. Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Contractor acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

## **II. COMPENSATION.**

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Contractor for work actually performed, in accordance with the rates set forth in Exhibit B (for programmatic services) and as may be set forth in Work Orders or invoices, provided such rates shall be as set forth in Exhibit B. The compensation established by this Agreement or any Work Order or invoice shall include all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement. The City will not consider or be obligated to pay or reimburse Contractor

any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement.

B. Maximum Amount. The total amount of compensation paid for services performed under this Agreement shall not exceed a maximum aggregate amount of \$250,000.00 (including all years and any Services performed under this Agreement), unless this Agreement is approved by the City Council of the City.

C. Invoices.

1. Submission. Contractor will submit invoices for all Services performed pursuant to a Work Order on a monthly basis and will submit invoices for Services performed without a Work Order promptly upon the completion of such Services. Invoices shall be submitted to the department or division that authorized the performance of Services for which the invoice is submitted, with a copy to the department or division that procured this Agreement.

2. Content. All invoices shall be in a format approved by the City and shall indicate that Services were performed under this Agreement. All invoices shall identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rates, the applicable Work Order, if any, any costs for which Contractor seeks reimbursement, and the total amount that Contractor claims is due. Contractor will provide verification documentation as requested by the City.

D. Payment. The City will make payment to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. The City's obligation to make payment is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute.

E. IRS Form W-9. If not on file with the City, Contractor will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Contractor's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

F. Appropriation. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

G. Changed Conditions.

1. Waiver of Claims. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the City's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character and at the location provided for in this Agreement; or (3) any force majeure.

2. Notification. In the event that a changed condition is caused in whole or in part by acts or omissions within the City's control, Contractor must immediately notify the City before performing any services to remedy such changed condition. If Contractor fails to immediately notify the City pursuant to this subsection, Contractor shall waive any claim for additional compensation arising from that changed condition.

### **III. TERM AND TERMINATION.**

A. Term. The term of this Agreement will be from the Effective Date until April 30, 2020 ("Term").

B. Termination.

1. Generally. The City may terminate this Agreement without cause if the City determines that such termination is in the City's best interest. The City will effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination.

2. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law ("Breach"), the City may terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined. If Contractor challenges a termination for cause by the City and prevails, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Contractor and no further notice will be required.

3. Effect of Termination. The City will be liable to pay Contractor for Services performed as of the effective date of termination, but will not be liable to Contractor for anticipated profits. Unless otherwise instructed in writing, Contractor will immediately discontinue performance of the Services upon receipt of a notice of termination.

C. Contractor's Remedies for Breach.

1. Contractor may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City's rights under this Agreement. Contractor will first provide the City written notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment.

2. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

### **IV. INDEMNITY.**

Contractor will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Contractor, its employees, agents, or other persons acting under Contractor's direction or control. Contractor will indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. Contractor will include the provisions of this Section in any such subcontracts engaged to perform any part

of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

## **V. INSURANCE.**

A. Required Policies. Contractor will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least **One Million Dollars (\$1,000,000)** each occurrence.

2. Products and Completed Operations Insurance. Products and completed operations insurance insuring against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

4. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

5. Other Insurance. Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

The limits of any insurance required by this Agreement will not limit Contractor's liability.

### **B. Terms of Insurance.**

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City as an additional insured** and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.**

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Contractor will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

4. Coverage Type. Contractor will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

5. No "Pollution Exclusion." The insurance required by this Section will cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If necessary, Contractor will secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits, as described in subsection ii(a), with at least **Two Million Dollars (\$2,000,000)** each occurrence, subject to approval by the City, which approval will not be unreasonably withheld.

6. Evidence of Coverage. Before commencing work under this Agreement, Contractor will provide certificates of insurance policies indicating that the City is an additional insured and, if necessary, all endorsements evidencing insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Contractor will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C. Subcontracts. Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

## **VI. SALES AND USE TAX.**

Unless specifically exempt, all materials provided and equipment used in the performance of Services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.

A. Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored, or consumed in performance of the Services.

B. Specific Industry Standard. The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, Sales Tax Division, at 303-289-3628, and is available on the City's website at <http://www.c3gov.com/DocumentView.aspx?DID=115>.

C. Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor will file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth

(1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-T of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

#### **VII. COMPLIANCE WITH C.R.S. § 8-17.5-102; VERIFICATION OF LAWFUL PRESENCE.**

A. Certification. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

B. Pre-Employment Screening. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. Contractor Obligations. Contractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor will:

1. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor will not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Compliance with Investigation. Contractor will comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation undertaken by the Department pursuant to Article 17.5 of Title 8, C.R.S.

E. Violation. If Contractor violates this Section, the City may terminate this Agreement for breach of contract and Contractor will be liable for actual and consequential damages to the City.

#### **VIII. NOTICE.**

Except for routine communications and invoices directed to a particular department at its regular business address, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

Willis Waterhouse, Parks Maint. Spvsr.  
Parks, Recreation & Golf  
City of Commerce City

If to Contractor:

Pete Ingino, President  
TWA, Inc.  
125 Boston Ave



13905 E. 112th Ave.  
Commerce City, CO 80022

Longmont, CO 80501

The parties may agree to delivery of notices via electronic mail.

## **IX. GENERAL PROVISIONS.**

A. Incorporation by Reference. Exhibits A and B to this Agreement and any Work Orders or invoices agreed to by the City are incorporated into this Agreement by reference.

B. Independent Contractor. The relationship between Contractor and the City will be as independent contractors, and neither the City nor Contractor will be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. **Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.**

C. No Assignment. Contractor will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

D. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Contractor consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Contractor waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

E. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

F. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and Contractor will be deemed to be only an incidental beneficiary under this Agreement.

G. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

H. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Contractor on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.



I. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

J. Acknowledgement of Open Records Act. Contractor acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and this Agreement and any related documents are subject to public disclosure.

K. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

L. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument.

M. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

**[Remainder of this page intentionally left blank – signature page(s) follow(s).]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY OF COMMERCE CITY**

Brian M. McBroom  
Brian McBroom, City Manager

ATTEST:

Laura J. Bauer  
Laura J. Bauer, MMC, City Clerk

APPROVED AS TO FORM:

Brian M. Swann  
Brian M. Swann, Assistant City Attorney

Recommended for approval:

Carolyn J. Keith  
Carolyn J. Keith, CPRP, Director  
Parks, Recreation & Golf



**TWA, INC.**

[Signature]  
Signature

James W. Wingo, Vice President  
Printed Officer Name, Title

## **EXHIBIT A**

### **Scope of Services & Rates**

#### **General Requirements**

The contractor will provide all labor, tools, equipment, and materials to perform routine maintenance and repairs, emergency repairs, testing, and inspection of Right of Way Landscape Maintenance as described in this Exhibit A, including the Supplemental Requirements.

The contractor will coordinate with other City contractors as necessary.

All work shall be made in a neat and workmanlike manner, in accordance with the best practices of the trade. All work shall comply in every respect with City and state regulations and laws as well as all applicable code requirements.

The contractor shall also be responsible for ensuring necessary inspections are scheduled and completed satisfactorily. Upon completion of the work, the contractor shall conduct an operating test in the presence of the designated City representative and shall demonstrate that all equipment is operating properly.

Some materials may be supplied by the City. All parts and supplies must be qualified and approved. The contractor shall submit catalog cuts for all new equipment. The contractor will provide all necessary documentation for any work performed.

#### **Work Orders**

Additional work outside of programmatic services identified in this Exhibit may be authorized on an ad hoc basis and will be initiated by City staff. The contractor shall provide an estimate of time and materials as well as an estimated schedule for completion upon evaluation and discussion with City staff. The contractor shall only repair, replace, upgrade or install work that is directed by the City and identified in the Work Order. If there are any questions regarding the work to be performed, the contractor is responsible for contacting the designated City representative and requesting clarification before proceeding.

#### **On Call/Emergency Service**

The contractor will be available "on call" on a 24-hour basis for any emergency that may occur, including holidays. Response time to emergencies and routine requests is expected to be timely. City Holidays currently include: New Year's Day; Martin Luther King Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day After Thanksgiving; Christmas Day.

#### **No Minimum Service Requirements**

Services shall be provided by the contractor on an as-needed, non-exclusive basis. The City does not represent that it will utilize any contractor's services in any guaranteed amount. No minimum dollar amount or number of Work Orders are guaranteed by the City.

#### **Project Site Cleanliness**

The contractor shall leave the work area in a clean state upon completion of the work at the end of each work day. The contractor must remove all debris generated and dispose of it in an appropriate manner.

## **Safety**

The contractor shall be responsible for all safety training, procedures and requirements.

## **Supplemental Requirements**

**This is broken into four different sections, which largely have identical language. In areas where the language differs the text has been bolded and underlined to help the contractor see where services differ.**

### **Section 1: Victory Crossing**

#### **Commerce City Right Of Way Landscape Maintenance Scope of Service**

##### **A. Scope:**

- (i) Services:** This section shall serve as the reference for programmatic services for Victory Crossing. The Contractor shall also provide non-programmatic services as authorized by the Department of Parks, Recreation & Golf and agreed to by the Contractor. Such non-programmatic, ad hoc services are never part of programmed, routine maintenance. All ad hoc services will follow the Work Order process as outlined in the Agreement.
- (ii) Communication:** The Contractor will provide the City with a reasonable and professional level of communication. The City will provide a shared web based Agronomic Calendar with scheduled services and areas for ad hoc services. The Contractor will communicate within reasonable windows when the contractor will provide programmed services and the Contractor will provide the City with the exact dates of its programmed services, with details, in the provided Agronomic Calendar. Additionally the Contractor shall provide the City with detailed information on completed services for programmed and ad hoc services, within the provided detail sections of the Agronomic Calendar.

##### **B. Turf Maintenance:**

- (i) Mowing:** Turf areas shall be mowed 26 times between April and October. Mowing frequencies shall follow the pattern laid out in the Victory Crossing Agronomic Calendar. Mowing frequencies can and will be adjusted, based upon short and long term weather variations. It is understood that mowing will take place on specific dates when conditions allow. Mowing height will be based upon turf variety and season, meeting the horticultural best practices for such turf varieties. Turf clippings shall be mulched and not caught or removed from turf areas unless they are lying in clumps which could damage the turf or other landscaping. The City reserves the right to identify clippings as excessive at its sole discretion.
- (ii) Trimming:** String trimming shall occur with the 26 scheduled mowings between April and October to be determined and approved by the City. Utility cabinets, lights, sign poles and other objects shall be trimmed around to assure a neat and attractive appearance at the time of each mowing.

- (iii) Edging:** All turf areas adjacent to sidewalks or other hardscapes shall be edged 7 times, at a minimum, as specified in the Agronomic Calendar. Waste from edging shall be bagged and removed from the site in order to maintain the broom swept appearance which is the minimum expectation for how a site should look after service.
- (iv) Post-emergent weed control:** Turf areas shall be kept free of weeds by the use of a chemical herbicide to promote a healthy appearance.
- (v) Disease control:** The Contractor may diagnose and propose treatment of diseased turf areas on an ad hoc basis, to be determined and approved by the City.
- (vi) Backpack blowing:** Blowing shall occur at the time of each mowing. Sidewalks, curb and gutters and other hardscapes shall be blown and kept clean of grass clippings and other debris with the use of power-operated blowers.
- (vii) Insect control:** The Contractor may be tasked with performing insect control on an ad hoc basis as approved and directed by the City.
- (viii) Fertilization:** Turf areas shall be fertilized as warranted by soil sampling and analysis, with a commercial fertilizer as approved by the City two times a year, in accordance with the Agronomic Calendar. The Contractor must provide the City with fertilizer mixture and application rates.
- (ix) Aeration:** Core aeration shall be performed once a year in accordance with the Agronomic Calendar, with a walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

#### **C. Shrub and Bed Maintenance:**

- (i) Trimming and pruning:** Shrub pruning shall occur twice a year as specified in the Agronomic Calendar. The fall pruning shall only include shrubs that are blocking lines of sight or the right of way. Late winter/early spring pruning shall include ornamental grasses and any shrubs or perennials that have been determined to need pruning. The annual pruning of shrubs should be done to maintain growth within space limitations, and it will vary depending upon the species. Perennial dead heading will be done on an as needed basis throughout the year. Pruning necessitated by storm damage, disease, neglected overgrowth and winterkill will occur on an as needed basis as part of the routine maintenance of the shrub and bed areas. None of the shrubs in the contract area need to be cut into artificial box, square, ball or other fancy shapes. All pruning will be done on a species and site specific basis, under the direction and approval of the City.
- (ii) Weed and spot control:** The shrub beds and adjoining curb and gutter, sidewalks and miscellaneous hardscapes will be kept reasonably free of broadleaf or grassy weeds, at the discretion of the City. Spot weed control will occur in the shrub and bed areas according to the Agronomic Calendar for a total of 12 times a year.

- (iii) **Pre-emergent weed control:** The contractor shall apply pre-emergent herbicide, according to industry best management practices, to the shrub beds, where applicable, and to the surrounding hardscapes. Pre-emergent weed control shall occur twice a year as specified in the Agronomic Calendar.
- (iv) **Post-emergent weed control:** Post-emergent weed control shall include contact herbicides for broadleaf weeds when they are rosettes and with manual removal if they are bolting. Manually removed weeds shall be removed from the site. At no time will bolted weeds be left in the shrub or bed areas. Post-emergent weed control shall occur twice a year as specified in the Agronomic Calendar..
- (v) **Disease control:** The Contractor may diagnose and treat diseased shrubs on an ad hoc basis, to be determined and approved by the City.
- (vi) **Insect control:** The Contractor may be tasked with performing insect control on an ad hoc basis, to be determined and approved by the City.
- (vii) **Additional Mulch:** The Contractor may be tasked with providing additional mulch for the shrub and bed areas on an ad hoc basis, to be determined and approved by the City.

**D. Tree Maintenance:**

- (i) **Insect control:** The Contractor may be tasked with performing insect control on an ad hoc basis as approved and directed by the City.
- (ii) **Trimming up to 10':** Once a year programmed trimming shall occur. Low hanging branches above walkways, drive lanes and high use turf areas that present a hazard to pedestrians, vehicles and park users will be pruned to a safe height not to exceed 10 feet. Volunteers and suckers will also be removed. It is incorporated into this scope of service, and the bid price, that routine trimming of broken and/or hazardous branches will be trimmed upon discovery by the Contractor or at the direction of the City.
- (iii) **Tree rings:** Tree rings will be chemically treated six times a year in accordance with the Agronomic Calendar to control weeds and grass adjacent to tree trunks. A safe buffer will be maintained to protect trees from damage.

**E. Native Grass Areas:**

- i. **The native grass areas will have monthly mowing/trimmings from May thru October. The native grass areas consist of three distinct service areas.**
  - a. **Tree lawns - the areas between the sidewalk and Quebec Parkway and the native grass nodes along Quebec Street.**
  - b. **Beauty bands - a 24" band around all other parts of the native grass area.**
  - c. **Berms - an elevated section in the native grass area between 64<sup>th</sup> and 72<sup>nd</sup> along Quebec Parkway.**

**In the pursuit of clarity, a detail of how the sections are maintained is below. The tree lawn/beauty bands/berms mowing will consist of mowing the native grass areas to a height of 4"-5", this is to include the tree lawns, native grass nodes along**

**Quebec Street, beauty bands and the berms.** Native grass clippings shall be mulched and not caught or removed from native grass areas unless they are lying in clumps which could damage the native grass or other landscaping. Clumps shall be bagged and removed from the site. The City reserves the right to identify clippings as excessive at its sole discretion.

- ii. A backpack blower, or substitute item, will be used to ensure that the sidewalks are in a neat and clean condition after the trimming. **In May and August the Contractor shall mow the tree lawns and the beauty band areas, in accordance with the Agronomic Calendar. In June and October the Contractor will mow the entire native grass area, to include the tree lawn, beauty bands and berms, in accordance with the Agronomic Calendar. The June Mowing must occur during the last week of June.**
- iii. Pre-emergent weed control: The contractor shall apply pre-emergent herbicide, according to industry best managerial practices, to the native grass areas, where applicable, and to the surrounding hardscapes. Pre-emergent weed control shall occur twice a year as specified in the Agronomic calendar.
- iv. Post-emergent weed control: Post-emergent weed control shall include contact herbicides for broadleaf weeds in a broadband application. Post-emergent weed control shall occur twice a year as specified in the Agronomic calendar
- v. Weed and spot control: The native grass areas and adjoining curb and gutter, sidewalks and miscellaneous hardscapes will be kept reasonably free of broadleaf or grassy weeds at the sole discretion of the City. The Contractor is expected to treat rosettes with spot herbicides and with manual extraction if they are bolting. Pulled weeds shall be removed from the site. At no time will bolted weeds be left in the native grass areas. Weed and spot control will occur in the native grass areas according to the Agronomic Calendar for a total of 12 times a year.
- vi. Edging: The native grass areas will be edged once a year, as laid out in the agronomic calendar. During the dates where edging occurs the same standards for the appearance of the hardscapes after the service will apply. The edging must occur during the last mowing/trimming of the month.

#### **F. System Wide Maintenance**

- i. Spring clean up: As specified in the Agronomic calendar, the Contractor shall perform Spring clean up once a year. This service shall include the removal of debris from the turf, shrub beds and mulched areas. The Contractor should use whatever equipment is necessary to maintain a neat appearance in the contract areas.
- ii. Fall clean up (leaf removal): Fall clean up shall occur twice a year as specified in the Agronomic calendar. The Contractor shall ensure that all leaves and other debris are removed from the contract area to ensure a neat appearance.
- iii. Litter removal:
  - a. April thru October, all turf areas will be inspected for debris and trash before mowing. The debris and trash shall be removed from the contract area. In the



shrub bed areas and the native grass areas, debris and trash shall be removed before any mowing takes place. In non-mowed areas, such as shrub beds and native grass areas on non-service weeks, litter and debris removal shall occur at a minimum of every other week, to coincide with spot weed control in those areas, in accordance with the Agronomic Calendar.

- b. November thru March, litter and debris removal shall occur every other week in accordance with the Agronomic Calendar.

#### **G. Irrigation**

- i. **Spring charge up and activation:** The Contractor shall perform the charge up and activation of the irrigation system. The system charge up shall include, but not be limited to, installing backflows at each of the controller areas (5 back flows which are kept in storage during non-irrigation months with the City), all back flows are currently reduced pressure, adjustable angle, bolt on, bolt off design. The Contractor shall insure that the system is fully functioning to include system operation checks on the full operational capacity, functionality and necessary adjustments of each controller, master valve, flow sensor, solenoid valve, head, emitter, bubbler, etc.
- ii. **Irrigation monitoring & iCentral utilization:** On a routine basis, but not less than weekly, from May thru September the Contractor shall monitor each irrigation controller via the iCentral system to ensure that it meets the minimum operating requirements of the City. iCentral is a web based irrigation monitoring system operated by Rain Master Control Systems. Each controller must be able to be monitored with the iCentral system, operate its programs with automated EvapoTranspiration adjustments and utilize flow sensors and master valves to regulate, monitor and generate automated system alarms and reports.
- iii. **System checks:** The Contractor shall perform monthly irrigation system checks six times in accordance with the Agronomic Calendar. System checks shall include the visual inspection of each zones operation in order to ensure that there are no malfunctions and verify flow sensor and master valve functionality. Routine irrigation adjustments, such as adjusting sprinkler heads for coverage, are considered routine maintenance and are incorporated into this scope of service, they will not be billed to the City. All repairs and replacements must have written approval from the City, e-mail and text communications shall suffice as approval. Repairs under \$500 may be completed without a work order, repairs over \$500 must have an accompanying work order executed prior to the performance of work.
- iv. **Water use:** In an effort to conserve water resources and ensure prudential use of the City's budget, water conservation efforts will be required on the behalf of the Contractor. These efforts shall include but are not limited to; conservative irrigation runtimes and start times, the use of ET (EvapoTranspiration) scheduling, water usage reporting, and potential water budget/consumption limitations or restrictions. The City and the Contractor will communicate routinely on water usage.

- v. System winterization: The Contractor shall perform the seasonal winterization of the irrigation system once a year in accordance with the Agronomic calendar. The irrigation system will be drained of water and it will have forced air injected into the lines to clear all water from the lines, valves, heads & fittings (the flow sensor must be removed before this is done to prevent damage). All backflows must be tagged, removed and provided to the City for winter storage. Backflows must be removed from the field at the time that the system is drained to prevent theft. The Contractor will be responsible for the replacement of any backflow theft or loss after winterization has occurred.

### 2019 Agronomic Calendar for Victory Crossing

Turf Maintenance	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Mow					2	5	4	5	4	4	2			26
Trimming					2	5	4	5	4	4	2			26
Backpack blowing					2	5	4	5	4	4	2			26
Edging					1	1	1	1	1	1	1			7
Post-emergent weed control					1			1						2
Disease control	X													0
Insect control	X													0
Fertilizer (i)					1					1				2
Aeration					1									1
Shrub and Bed Maint.	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Trimming and pruning				1						1				2
Weed/Spot control					1	2	2	2	2	2	1			12
Trimming Ravenna			1											1
Pre-emergent weed control (ii)	X			1			1							2
Post-emergent weed control (ii)	X			1			1							2
Disease control (iii)	X													0
Insect control (iii)	X													0
Add mulch (iv)	X													0
Tree Maintenance	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Insect control	X													0
Trimming up to 10'	X							1						1
Tree rings					1	1	1	1	1	1				6
Native Grass Areas	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Tree Lawns (vi)						1	1	1	1	1	1			6
Beauty bands (24")						1			1					2
Berms (vi)							1				1			2
Pre-emergent weed control (ii)	X			1			1							2
Post-emergent weed control (ii)	X			1			1							2
Weed/Spot control	X				1	2	2	2	2	2	1			12
Edging (v)							1							1
System Wide Maintenance	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Spring clean up				1										1
Fall clean up (leaf removal)											1	1		2
Litter Removal	X	2	2	2	2	2	2	2	2	2	2	2	2	24
Irrigation	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Spring charge up and activation					1									1
System checks						1	1	1	1	1	1			6
Monitoring						5	4	5	4	4				22
System winterization											1			1

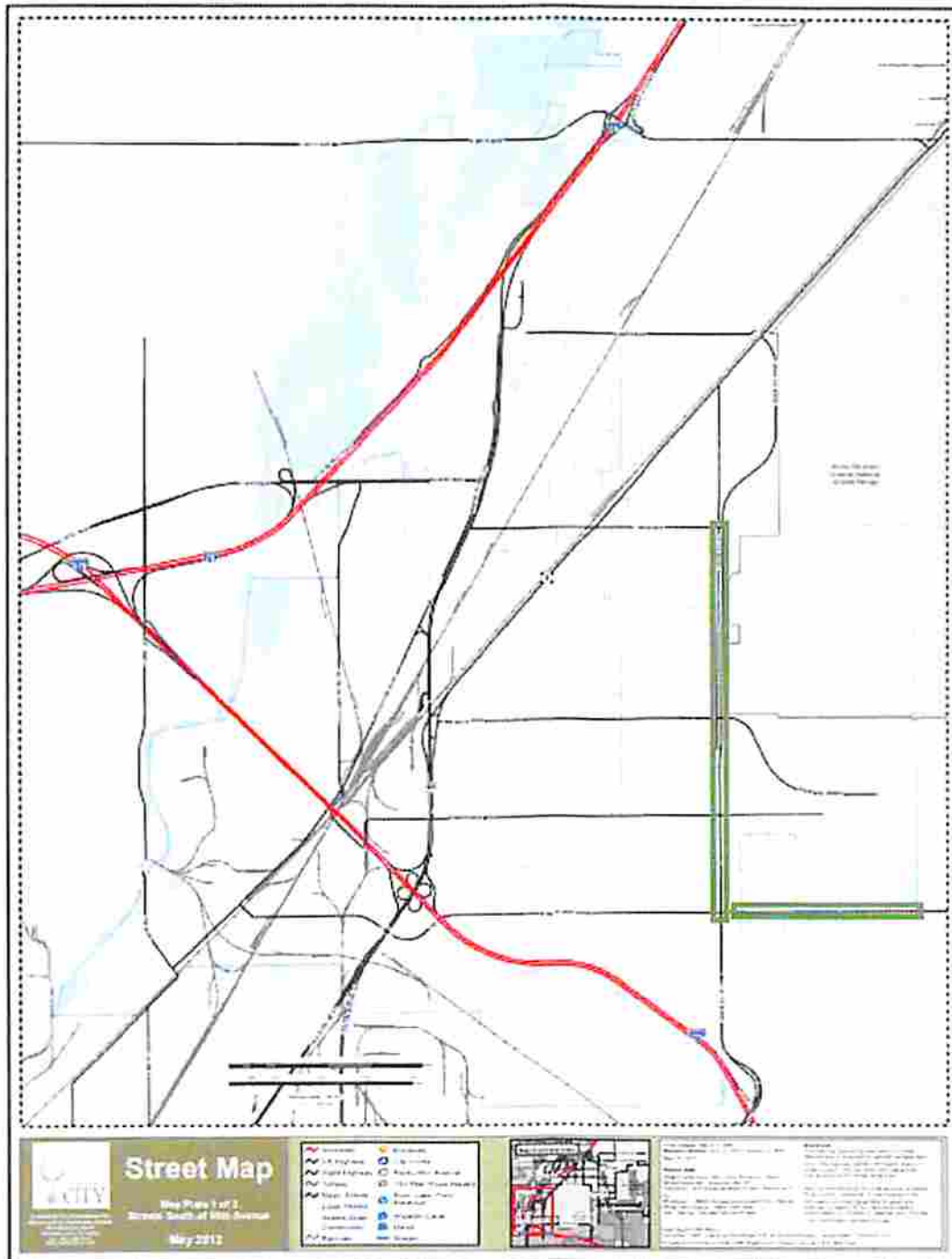
(i) All fertilizations of turf grass must have at least 1 lb of nitrogen per 1000 square feet. The Contractor must provide details of the exact make up and intensity of each application. (ii) All pre-emergent and post-emergent weed controls will use a broadcast broadcast application, to include the adjoining hardscapes and vacant bedding areas. (iii) Hourly Rates. (iv) Per 1000 sq feet 3 inch lift. (v) Must occur during the last mowing/trimming of the month. (vi) June Tree Lawns and Berms mowing must be done during the last week of June. October Tree Lawns and Berms mowing must be done during last week October - first week November.

**Victory Crossing:**

Total Acres: 13.274 Breakdown Turf 1.478 Shrub Beds 5.835 Native Grass 5.961

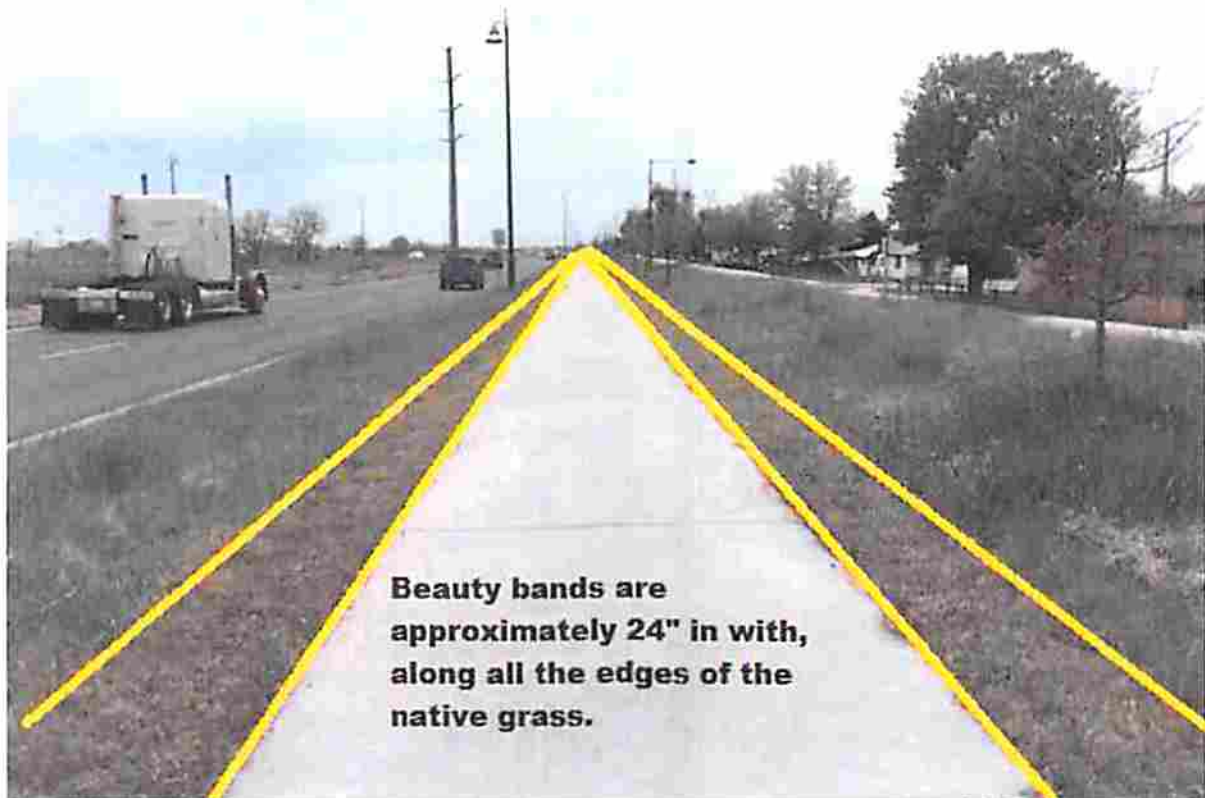
Total Number of iCentral enabled Controllers: 6

Total Number of Backflows: 5



## Victory Crossing Beauty Bands Detail Sheets

The beauty bands are approximately 24" swaths that need to be mown in July and September, an example is in the photo from below:



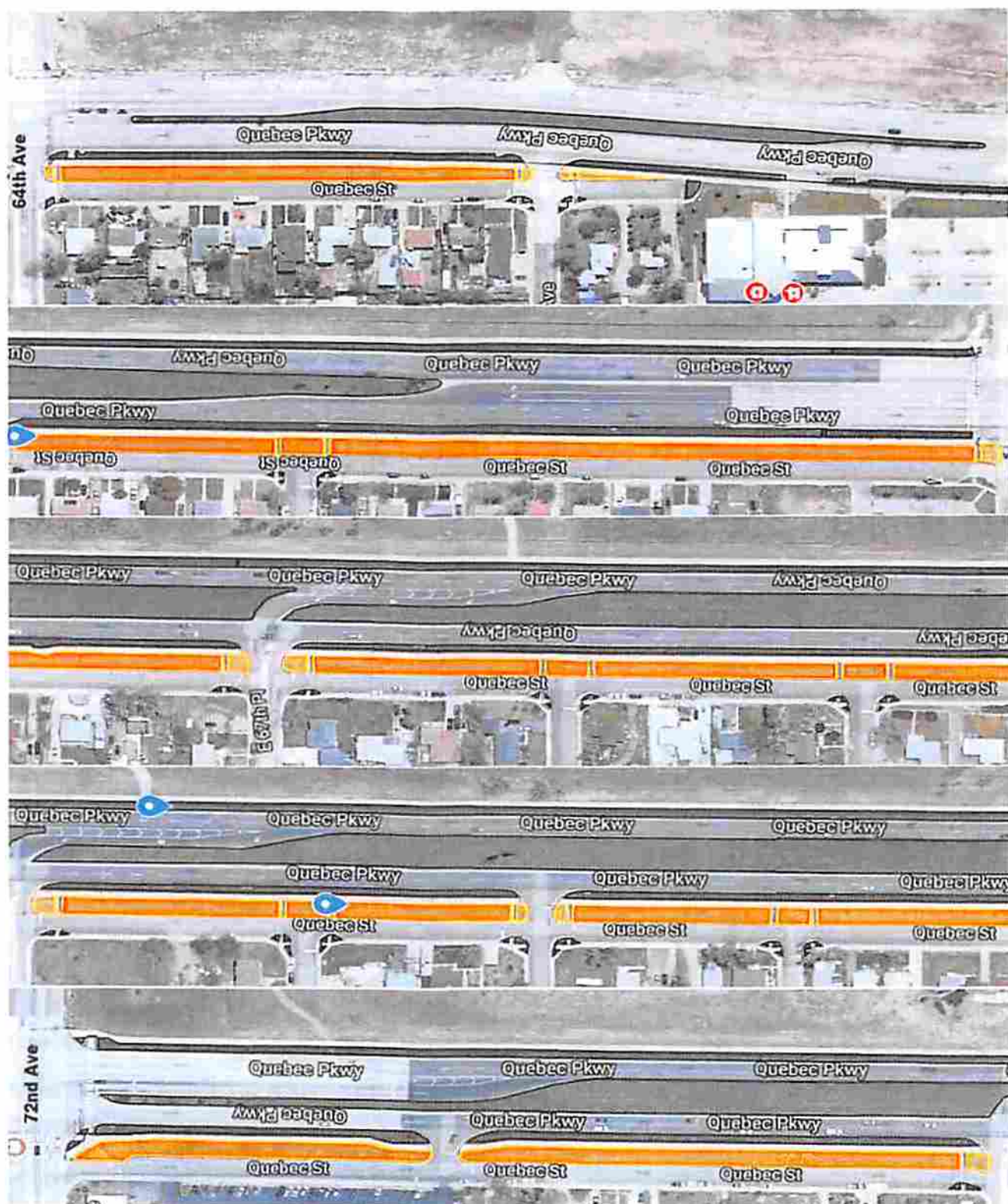
In June the entire site needs to be completely mowed to a level as high as your mower decks will allow (4" or more). During the full mows, the contractor is encouraged to mulch all the plant material onsite.

On the next page are maps of the native grass areas in greater detail.

To get a sense of the size of this area, 72<sup>nd</sup> and 64<sup>th</sup> Avenues are labeled.

The yellow areas are the beauty bands. The orange areas are the raised berm areas.





**Section 2: US 85 & Hwy 2**  
**Commerce City Right Of Way Landscape Maintenance Scope of Service**

**A. Scope:**

- (i) Services:** This Section shall serve as the reference for programmatic services for US 85 and Highway 2. The Contractor shall also provide non-programmatic services for this area as authorized by the Department of Parks, Recreation & Golf and agreed to by the Contractor. Such non-programmatic, ad hoc services are never part of programmed, routine maintenance. All ad hoc services will follow the Work Order process as outlined in the Agreement.
- (ii) Communication:** The Contractor will provide the City with a reasonable and professional level of communication. The City will provide a shared web based Agronomic Calendar with scheduled services and areas for ad hoc services. The Contractor will communicate within reasonable windows when the contractor will provide programmed services and the Contractor will provide the City with the exact dates of its programmed services, with details, in the provided Agronomic Calendar. Additionally the Contractor shall provide the City with detailed information on completed services for programmed and ad hoc services, within the provided detail sections of the Agronomic Calendar.

**B. Turf Maintenance:**

- (i) Mowing:** Turf areas shall be mowed 26 times between April and October as approved and directed by the City. Mowing frequencies shall follow the pattern laid out in the US 85 & Hwy 2 Agronomic Calendar. Mowing frequencies can and will be adjusted, based upon short and long term weather variations. It is understood that mowing will take place on specific dates when conditions allow. Mowing height will be based upon turf variety and season, meeting the horticultural best practices for such turf varieties. Turf clippings shall be mulched and not caught or removed from turf areas unless they are lying in clumps which could damage the turf or other landscaping. The City reserves the right to identify clippings as excessive at its sole discretion.
- (ii) Trimming:** String trimming shall occur with the 26 scheduled mowings between April and October to be determined and approved by the City. Utility cabinets, lights, sign poles and other objects shall be trimmed around to assure a neat and attractive appearance at the time of each mowing.
- (iii) Edging:** All turf areas adjacent to sidewalks or other hardscapes shall be edged 7 times, at a minimum, as specified in the Agronomic Calendar. Waste from edging shall be bagged and removed from the site in order to maintain the broom swept appearance which is the minimum expectation for how a site should look after service.
- (iv) Post-emergent weed control:** Turf areas shall be kept free of weeds by the use of a chemical herbicide to promote a healthy appearance.

- (v) Disease control:** The Contractor may diagnose and propose treatment of diseased turf areas on an ad hoc basis, to be determined and approved by the City.
- (vi) Backpack blowing:** Blowing shall occur at the time of each mowing. Sidewalks, curb and gutters and other hardscapes shall be blown and kept clean of grass clippings and other debris with the use of power-operated blowers.
- (vii) Insect control:** The Contractor may be tasked with performing insect control on an ad hoc basis as approved and directed by the City.
- (viii) Fertilization:** Turf areas shall be fertilized as warranted by soil sampling and analysis, with a commercial fertilizer as approved by the City two times a year, in accordance with the Agronomic Calendar. The Contractor must provide the City with fertilizer mixture and application rates.
- (ix) Aeration:** Core aeration shall be performed once a year in accordance with the Agronomic Calendar, with a walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

#### **C. Shrub and Bed Maintenance:**

- (i) Trimming and pruning:** Shrub pruning shall occur twice a year as specified in the Agronomic Calendar. The fall pruning shall only include shrubs that are blocking lines of sight or the right of way. Late winter/early spring pruning shall include ornamental grasses and any shrubs or perennials that have been determined to need pruning. The annual pruning of shrubs should be done to maintain growth within space limitations, and it will vary depending upon the species. Perennial dead heading will be done on an as needed basis throughout the year. Pruning necessitated by storm damage, disease, neglected overgrowth and winterkill will occur on an as needed basis as part of the routine maintenance of the shrub and bed areas. None of the shrubs in the contract area need to be cut into artificial box, square, ball or other fancy shapes. All pruning will be done on a species and site specific basis, under the direction and approval of the City.
- (ii) Weed and spot control:** The shrub beds and adjoining curb and gutter, sidewalks and miscellaneous hardscapes will be kept reasonably free of broadleaf or grassy weeds, at the discretion of the City. Spot weed control will occur in the shrub and bed areas according to the Agronomic Calendar for a total of 12 times a year.
- (iii) Pre-emergent weed control:** The contractor shall apply pre-emergent herbicide, according to industry best management practices, to the shrub beds, where applicable, and to the surrounding hardscapes. Pre-emergent weed control shall occur twice a year as specified in the Agronomic Calendar.
- (iv) Post-emergent weed control:** Post-emergent weed control shall include contact herbicides for broadleaf weeds when they are rosettes and with manual removal if they are bolting. Manually removed weeds shall be removed from the site. At no time



will bolted weeds be left in the shrub or bed areas. Post-emergent weed control shall occur twice a year as specified in the Agronomic Calendar.

- (v) Disease control: The Contractor may diagnose and treat diseased shrubs on an ad hoc basis, to be determined and approved by the City.
- (vi) Insect control: The Contractor may be tasked with performing insect control on an ad hoc basis, to be determined and approved by the City.
- (vii) Additional Mulch: The Contractor may be tasked with providing additional mulch for the shrub and bed areas on an ad hoc basis, to be determined and approved by the City.

**D. Tree Maintenance:**

- (iv) Insect control: The Contractor may be tasked with performing insect control on an ad hoc basis as approved and directed by the City.
- (v) Trimming up to 10': Once a year programmed trimming shall occur. Low hanging branches above walkways, drive lanes and high use turf areas that present a hazard to pedestrians, vehicles and park users will be pruned to a safe height not to exceed 10 feet. Volunteers and suckers will also be removed. It is incorporated into this scope of service, and the bid price, that routine trimming of broken and/or hazardous branches will be trimmed upon discovery by the Contractor or at the direction of the City.
- (vi) Tree rings: Tree rings will be chemically treated six times a year in accordance with the Agronomic Calendar to control weeds and grass adjacent to tree trunks. A safe buffer will be maintained to protect trees from damage.

**E. Native Grass Areas:**

- i. **US 85 & Hwy 2: The native grass in this area borders the east side of Hwy 2 from Colorado Blvd and 52<sup>nd</sup> Ave to the bridge. This section is .689 acres and it needs to be mowed twice a year, as specified in the agronomic calendar for US 85 & Hwy 2. The contractor is only responsible for mowing the western portion of this median as depicted in the shared Google ROW Contract Area Map of the native grass area, approximately running north to south from the backflow.**

Native grass clippings shall be mulched and not caught or removed from native grass areas unless they are lying in clumps which could damage the native grass or other landscaping. Clumps shall be bagged and removed from the site. The City reserves the right to identify clippings as excessive at its sole discretion.

- ii. A backpack blower, or substitute item, will be used to ensure that the sidewalks are in a neat and clean condition after the trimming.
- iii. Pre-emergent weed control: The contractor shall apply pre-emergent herbicide, according to industry best managerial practices, to the native grass areas, where applicable, and to the surrounding hardscapes. Pre-emergent weed control shall occur twice a year as specified in the Agronomic calendar.

- iv. **Post-emergent weed control:** Post-emergent weed control shall include contact herbicides for broadleaf weeds in a broadband application. Post-emergent weed control shall occur twice a year as specified in the Agronomic calendar.
- v. **Weed and spot control:** The native grass areas and adjoining curb and gutter, sidewalks and miscellaneous hardscapes will be kept reasonably free of broadleaf or grassy weeds at the sole discretion of the City. The Contractor is expected to treat rosettes with spot herbicides and with manual extraction if they are bolting. Pulled weeds shall be removed from the site. At no time will bolted weeds be left in the native grass areas. Weed and spot control will occur in the native grass areas according to the Agronomic Calendar for a total of 12 times a year.
- vi. **Edging:** The native grass areas will be edged once a year, as laid out in the agronomic calendar. During the dates where edging occurs the same standards for the appearance of the hardscapes after the service will apply. The edging must occur during the last mowing/trimming of the month.

#### **F. System Wide Maintenance**

- i. **Spring clean up:** As specified in the Agronomic calendar, the Contractor shall perform Spring clean up once a year. This service shall include the removal of debris from the turf, shrub beds and mulched areas. The Contractor should use whatever equipment is necessary to maintain a neat appearance in the contract areas.
- ii. **Fall clean up (leaf removal):** Fall clean up shall occur twice a year as specified in the Agronomic calendar. The Contractor shall ensure that all leaves and other debris are removed from the contract area to ensure a neat appearance.
- iii. **Litter removal:**
  - a. April thru October, all turf areas will be inspected for debris and trash before mowing. The debris and trash shall be removed from the contract area. In the shrub bed areas and the native grass areas, debris and trash shall be removed before any mowing takes place. In non-mowed areas, such as shrub beds and native grass areas on non-service weeks, litter and debris removal shall occur at a minimum of every other week, to coincide with spot weed control in those areas, in accordance with the Agronomic Calendar. .
  - b. November thru March, litter and debris removal shall occur every other week in accordance with the Agronomic Calendar.

#### **G. Irrigation**

- i. **Spring charge up and activation:** The Contractor shall perform the charge up and activation of the irrigation system. The system charge up shall include, but not be limited to, installing backflows at each of the controller areas (11 back flows which are kept in storage during non-irrigation months with the City), all back flows are currently reduced pressure, adjustable angle, bolt on, bolt off design. The Contractor shall insure that the system is fully functioning to include system operation checks on the full operational

capacity, functionality and necessary adjustments of each controller, master valve, flow sensor, solenoid valve, head, emitter, bubbler, etc.

- ii. **Irrigation monitoring & iCentral utilization:** On a routine basis, but not less than weekly, from May thru September the Contractor shall monitor each irrigation controller via the iCentral system to ensure that it meets the minimum operating requirements of the City. iCentral is a web based irrigation monitoring system operated by Rain Master Control Systems. Each controller must be able to be monitored with the iCentral system, operate its programs with automated EvapoTranspiration adjustments and utilize flow sensors and master valves to regulate, monitor and generate automated system alarms and reports.
- iii. **System checks:** The Contractor shall perform monthly irrigation system checks six times in accordance with the Agronomic Calendar. System checks shall include the visual inspection of each zones operation in order to ensure that there are no malfunctions and verify flow sensor and master valve functionality. Routine irrigation adjustments, such as adjusting sprinkler heads for coverage, are considered routine maintenance and are incorporated into this scope of service, they will not be billed to the City. All repairs and replacements must have written approval from the City, e-mail and text communications shall suffice as approval. Repairs under \$500 may be completed without a work order, repairs over \$500 must have an accompanying work order executed prior to the performance of work.
- iv. **Water use:** In an effort to conserve water resources and ensure prudential use of the City's budget, water conservation efforts will be required on the behalf of the Contractor. These efforts shall include but are not limited to; conservative irrigation runtimes and start times, the use of ET (EvapoTranspiration) scheduling, water usage reporting, and potential water budget/consumption limitations or restrictions. The City and the Contractor will communicate routinely on water usage.
- v. **System winterization:** The Contractor shall perform the seasonal winterization of the irrigation system once a year in accordance with the Agronomic calendar. The irrigation system will be drained of water and it will have forced air injected into the lines to clear all water from the lines, valves, heads & fittings (the flow sensor must be removed before this is done to prevent damage). All backflows must be tagged, removed and provided to the City for winter storage. Backflows must be removed from the field at the time that the system is drained to prevent theft. The Contractor will be responsible for the replacement of any backflow theft or loss after winterization has occurred.

### 2019 Agronomic Calendar for US 85 & Hwy 2

Turf Maintenance	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Mow					2	5	4	5	4	4	2			26
Trimming					2	5	4	5	4	4	2			26
Backpack blowing					2	5	4	5	4	4	2			26
Edging					1	1	1	1	1	1	1			7
Post-emergent weed control					1			1						2
Disease control	X													0
Insect control	X													0
Fertilizer (i)					1					1				2
Aeration					1									1
Shrub and Bed Maint.	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Trimming and pruning				1						1				2
Weed/Spot control					1	2	2	2	2	2	1			12
Pre-emergent weed control (ii)	X			1			1							2
Post-emergent weed control (ii)	X			1			1							2
Disease control (iii)	X													0
Insect control (iii)	X													0
Add mulch (iv)	X													0
Tree Maintenance	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Insect control	X													0
Trimming up to 10'	X							1						1
Tree rings					1	1	1	1	1	1				6
Native Grass Areas	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
East Side Hwy 85 52nd to bridge (689 Acres)							1				1			2
Pre-emergent weed control (ii)	X			1			1							2
Post-emergent weed control (ii)	X			1			1							2
Weed/Spot control	X				1	2	2	2	2	2	1			12
Edging (v)							1							1
System Wide Maintenance	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Spring clean up				1										1
Fall clean up (leaf removal)											1	1		2
Litter Removal	X	2	2	2	2	2	2	2	2	2	2	2	2	24
Irrigation	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Spring charge up and activation					1									1
System checks						1	1	1	1	1	1			6
Monitoring						5	4	4	5	4				22
System winterization											1			1

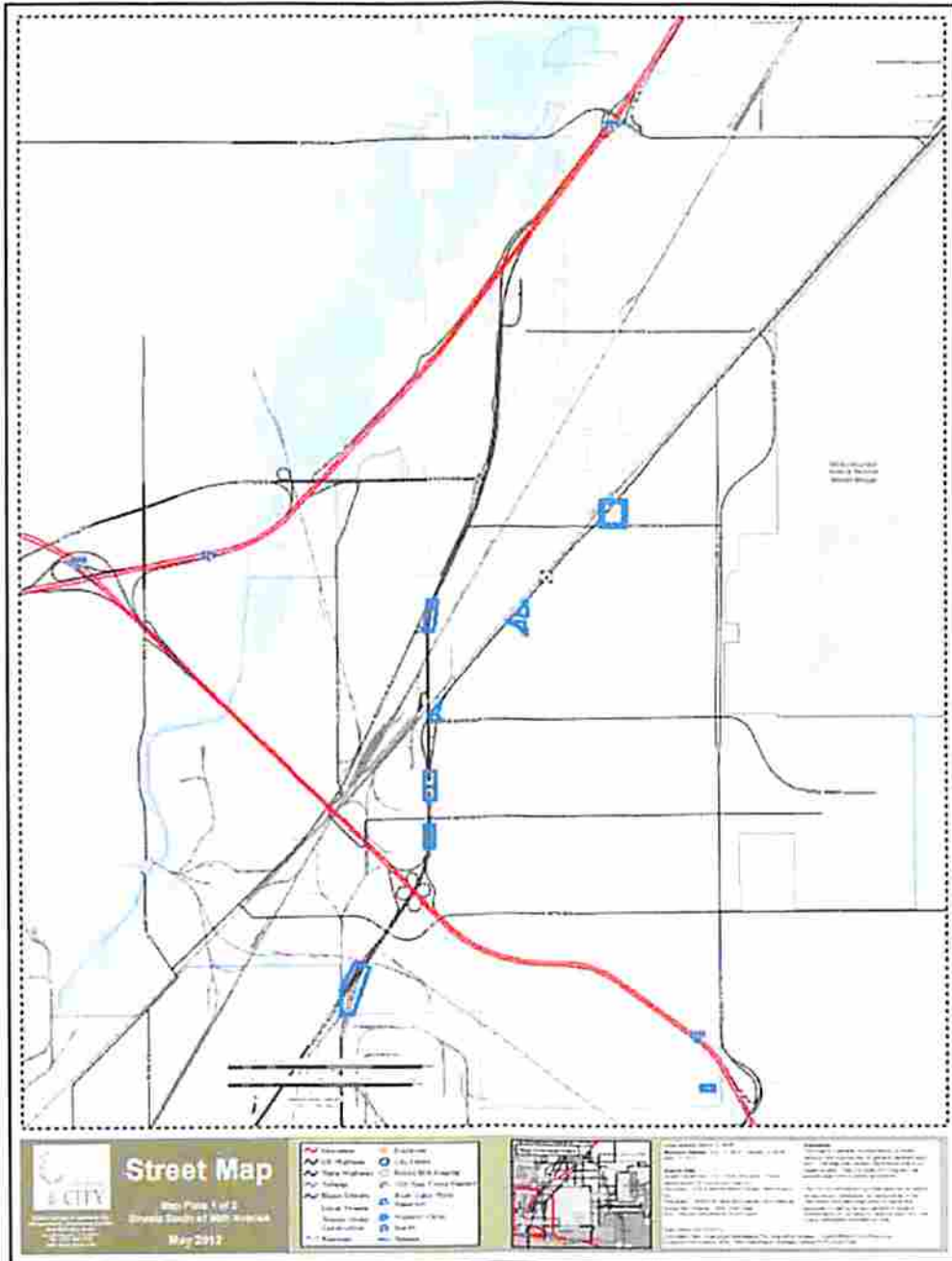
(i) All fertilizations of turf grass must have at least 1 lb of nitrogen per 1000 square feet. The Contractor must provide details of the exact make up and intensity of each application. (ii) All pre-emergent and post emergent weed controls will use a broadcast broadleaf application, to include the adjoining landscapes and vacant bedding areas. (iii) Hourly Rates. (iv) Per 1000 sq feet 3 inch lift. (v) Must occur during the last mowing/trimming of the month.

US 85 and Hwy 2:

Total Acres: 3.524 Breakdown Turf 1.662 Shrub Beds 1.173 Native Grass .689

Total Number of iCentral enabled Controllers: 6

Total Number of Backflows: 11



**Section 3: 104<sup>th</sup> and Chambers Medians**  
**Commerce City Right Of Way Landscape Maintenance Scope of Service**

**A. Scope:**

- (i) **Services:** This section shall serve as the reference for programmatic services for 104<sup>th</sup> Avenue and Chambers Road medians. The Contractor shall also provide non-programmatic services as authorized by the Department of Parks, Recreation & Golf and agreed to by the Contractor. Such non-programmatic, ad hoc services are never part of programmed, routine maintenance. All ad hoc services will follow the Work Order process as outlined in the Agreement.
- (ii) **Communication:** The Contractor will provide the City with a reasonable and professional level of communication. The City will provide a shared web based Agronomic Calendar with scheduled services and areas for ad hoc services. The Contractor will communicate within reasonable windows when the contractor will provide programmed services and the Contractor will provide the City with the exact dates of its programmed services, with details, in the provided Agronomic Calendar. Additionally the Contractor shall provide the City with detailed information on completed services for programmed and ad hoc services, within the provided detail sections of the Agronomic Calendar.

**B. Turf Maintenance:**

- (i) **Mowing:** Turf areas shall be mowed 26 times between April and October as approved and directed by the City. Mowing frequencies shall follow the pattern laid out in the 104<sup>th</sup> and Chambers Medians Agronomic Calendar. Mowing frequencies can and will be adjusted, based upon short and long term weather variations. It is understood that mowing will take place on specific dates when conditions allow. Mowing height will be based upon turf variety and season, meeting the horticultural best practices for such turf varieties. Turf clippings shall be mulched and not caught or removed from turf areas unless they are lying in clumps which could damage the turf or other landscaping. The City reserves the right to identify clippings as excessive at its sole discretion.
- (ii) **Trimming:** String trimming shall occur with the 26 scheduled mowings between April and October to be determined and approved by the City. Utility cabinets, lights, sign poles and other objects shall be trimmed around to assure a neat and attractive appearance at the time of each mowing.
- (iii) **Edging:** All turf areas adjacent to sidewalks or other hardscapes shall be edged 7 times, at a minimum, as specified in the Agronomic Calendar. Waste from edging shall be bagged and removed from the site in order to maintain the broom swept appearance which is the minimum expectation for how a site should look after service.
- (iv) **Post-emergent weed control:** Turf areas shall be kept free of weeds by the use of a chemical herbicide to promote a healthy appearance.

- (v) Disease control:** The Contractor may diagnose and propose treatment of diseased turf areas on an ad hoc basis, to be determined and approved by the City.
- (vi) Backpack blowing:** Blowing shall occur at the time of each mowing. Sidewalks, curb and gutters and other hardscapes shall be blown and kept clean of grass clippings and other debris with the use of power-operated blowers.
- (vii) Insect control:** The Contractor may be tasked with performing insect control on an ad hoc basis as approved and directed by the City.
- (viii) Fertilization:** Turf areas shall be fertilized as warranted by soil sampling and analysis, with a commercial fertilizer as approved by the City two times a year, in accordance with the Agronomic Calendar. The Contractor must provide the City with fertilizer mixture and application rates.
- (ix) Aeration:** Core aeration shall be performed once a year in accordance with the Agronomic Calendar, with a walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

#### **C. Shrub and Bed Maintenance:**

- (i) Trimming and pruning:** Shrub pruning shall occur twice a year as specified in the Agronomic Calendar. The fall pruning shall only include shrubs that are blocking lines of sight or the right of way. Late winter/early spring pruning shall include ornamental grasses and any shrubs or perennials that have been determined to need pruning. The annual pruning of shrubs should be done to maintain growth within space limitations, and it will vary depending upon the species. Perennial dead heading will be done on an as needed basis throughout the year. Pruning necessitated by storm damage, disease, neglected overgrowth and winterkill will occur on an as needed basis as part of the routine maintenance of the shrub and bed areas. None of the shrubs in the contract area need to be cut into artificial box, square, ball or other fancy shapes. All pruning will be done on a species and site specific basis, under the direction and approval of the City.
- (ii) Weed and spot control:** The shrub beds and adjoining curb and gutter, sidewalks and miscellaneous hardscapes will be kept reasonably free of broadleaf or grassy weeds, at the discretion of the City. Spot weed control will occur in the shrub and bed areas according to the Agronomic Calendar for a total of 12 times a year.
- (iii) Pre-emergent weed control:** The contractor shall apply pre-emergent herbicide, according to industry best management practices, to the shrub beds, where applicable, and to the surrounding hardscapes. Pre-emergent weed control shall occur twice a year as specified in the Agronomic Calendar.
- (iv) Post-emergent weed control:** Post-emergent weed control shall include contact herbicides for broadleaf weeds when they are rosettes and with manual removal if they are bolting. Manually removed weeds shall be removed from the site. At no time



will bolted weeds be left in the shrub or bed areas. Post-emergent weed control shall occur twice a year as specified in the Agronomic Calendar..

- (v) Disease control: The Contractor may diagnose and treat diseased shrubs on an ad hoc basis, to be determined and approved by the City.
- (vi) Insect control: The Contractor may be tasked with performing insect control on an ad hoc basis, to be determined and approved by the City.
- (vii) Additional Mulch: The Contractor may be tasked with providing additional mulch for the shrub and bed areas on an ad hoc basis, to be determined and approved by the City.

**D. Tree Maintenance:**

- (i) Insect control: The Contractor may be tasked with performing insect control on an ad hoc basis as approved and directed by the City.
- (ii) Trimming up to 10': Once a year programmed trimming shall occur. Low hanging branches above walkways, drive lanes and high use turf areas that present a hazard to pedestrians, vehicles and park users will be pruned to a safe height not to exceed 10 feet. Volunteers and suckers will also be removed. It is incorporated into this scope of service, and the bid price, that routine trimming of broken and/or hazardous branches will be trimmed upon discovery by the Contractor or at the direction of the City.
- (iii) Tree rings: Tree rings will be chemically treated six times a year in accordance with the Agronomic Calendar to control weeds and grass adjacent to tree trunks. A safe buffer will be maintained to protect trees from damage.

**E. System Wide Maintenance**

- i. Spring clean up: As specified in the Agronomic calendar, the Contractor shall perform Spring clean up once a year. This service shall include the removal of debris from the turf, shrub beds and mulched areas. The Contractor should use whatever equipment is necessary to maintain a neat appearance in the contract areas.
- ii. Fall clean up (leaf removal): Fall clean up shall occur twice a year as specified in the Agronomic calendar. The Contractor shall ensure that all leaves and other debris are removed from the contract area to ensure a neat appearance.
- iii. Litter removal:
  - a. April thru October, all turf areas will be inspected for debris and trash before mowing. The debris and trash shall be removed from the contract area. In the shrub bed areas and the native grass areas, debris and trash shall be removed before any mowing takes place. In non-mowed areas, such as shrub beds and native grass areas on non-service weeks, litter and debris removal shall occur at a minimum of every other week, to coincide with spot weed control in those areas, in accordance with the Agronomic Calendar. .
  - b. November thru March, litter and debris removal shall occur every other week in accordance with the Agronomic Calendar.

## **G. Irrigation**

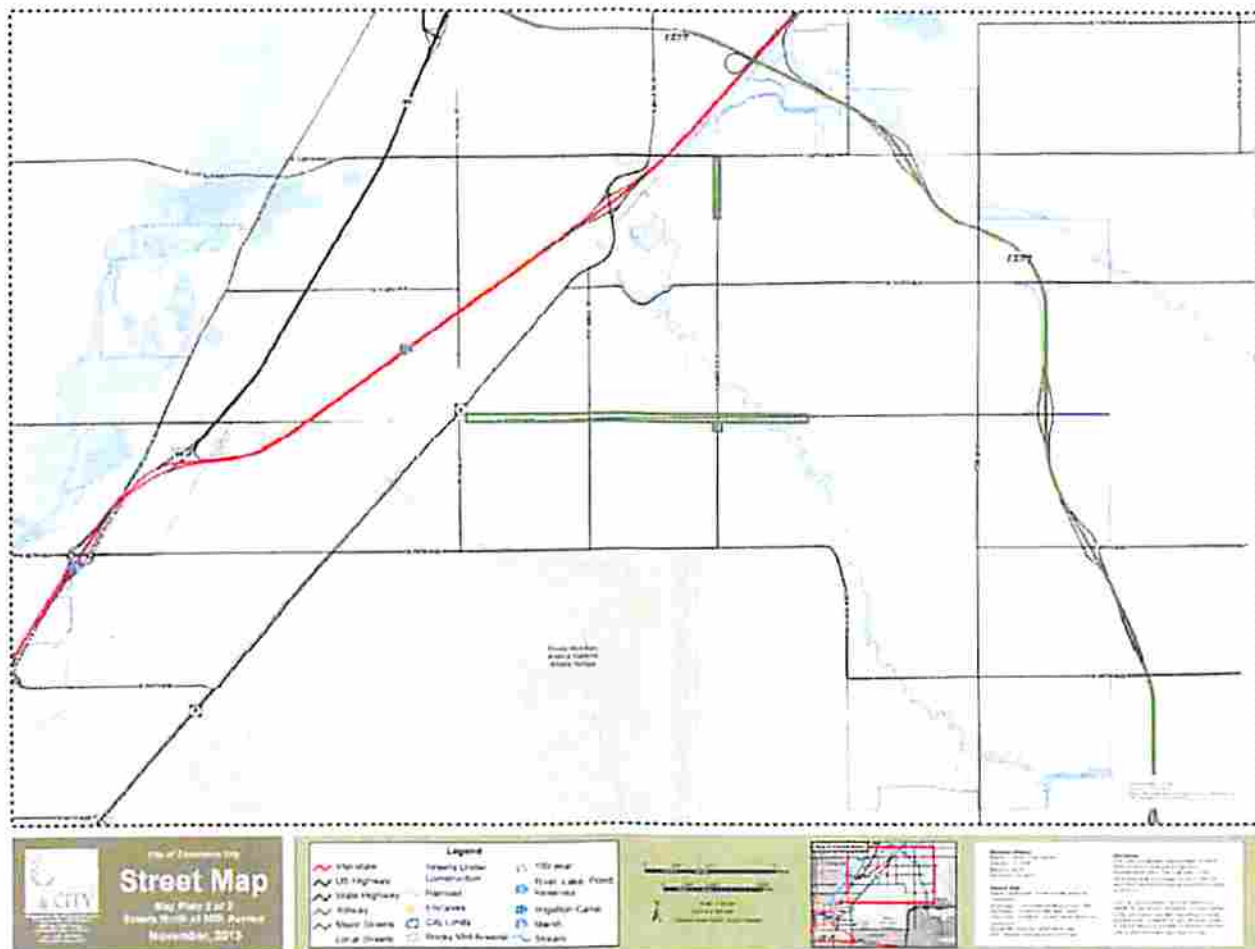
- i. Spring charge up and activation:** The Contractor shall perform the charge up and activation of the irrigation system. The system charge up shall include, but not be limited to, installing backflows at each of the controller areas (5 back flows which are kept in storage during non-irrigation months with the City), all back flows are currently reduced pressure, adjustable angle, bolt on, bolt off design. The Contractor shall insure that the system is fully functioning to include system operation checks on the full operational capacity, functionality and necessary adjustments of each controller, master valve, flow sensor, solenoid valve, head, emitter, bubbler, etc.
- ii. Irrigation monitoring & iCentral utilization:** On a routine basis, but not less than weekly, from May thru September the Contractor shall monitor each irrigation controller via the iCentral system to ensure that it meets the minimum operating requirements of the City. iCentral is a web based irrigation monitoring system operated by Rain Master Control Systems. Each controller must be able to be monitored with the iCentral system, operate its programs with automated EvapoTranspiration adjustments and utilize flow sensors and master valves to regulate, monitor and generate automated system alarms and reports.
- iii. System checks:** The Contractor shall perform monthly irrigation system checks six times in accordance with the Agronomic Calendar. System checks shall include the visual inspection of each zones operation in order to ensure that there are no malfunctions and verify flow sensor and master valve functionality. Routine irrigation adjustments, such as adjusting sprinkler heads for coverage, are considered routine maintenance and are incorporated into this scope of service, they will not be billed to the City. All repairs and replacements must have written approval from the City, e-mail and text communications shall suffice as approval. Repairs under \$500 may be completed without a work order, repairs over \$500 must have an accompanying work order executed prior to the performance of work.
- iv. Water use:** In an effort to conserve water resources and ensure prudential use of the City's budget, water conservation efforts will be required on the behalf of the Contractor. These efforts shall include but are not limited to; conservative irrigation runtimes and start times, the use of ET (EvapoTranspiration) scheduling, water usage reporting, and potential water budget/consumption limitations or restrictions. The City and the Contractor will communicate routinely on water usage.
- v. System winterization:** The Contractor shall perform the seasonal winterization of the irrigation system once a year in accordance with the Agronomic calendar. The irrigation system will be drained of water and it will have forced air injected into the lines to clear all water from the lines, valves, heads & fittings (the flow sensor must be removed before this is done to prevent damage). All backflows must be tagged, removed and provided to the City for winter storage. Backflows must be removed from the field at the time that the

system is drained to prevent theft. The Contractor will be responsible for the replacement of any backflow theft or loss after winterization has occurred.

2019 Agronomic Calendar for 104th and Chambers Medians														
Turf Maintenance	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Mow					2	5	4	5	4	4	2			26
Trimming					2	5	4	5	4	4	2			26
Backpack blowing					2	5	4	5	4	4	2			26
Edging					1	1	1	1	1	1	1			7
Post-emergent weed control					1			1						2
Disease control	X													0
Insect control	X													0
Fertilizer (i)					1					1				2
Aeration					1									1
Shrub and Bed Maint.	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Trimming and pruning				1						1				2
Weed Spot control					1	2	2	2	2	2	1			12
Pre-emergent weed control (n)	X			1			1							2
Post-emergent weed control (n)	X			1			1							2
Disease control (m)	X													0
Insect control (m)	X													0
Add mulch (n)	X													0
Tree Maintenance	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Insect control	X													0
Trimming up to 10'	X							1						1
Tree rings					1	1	1	1	1	1				6
System Wide Maintenance	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Spring clean up				1										1
Fall clean up (leaf removal)											1	1		2
Liner Removal	X	2	2	2	2	2	2	2	2	2	2	2	2	24
Irrigation	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Spring charge up and activation					1									1
System checks						1	1	1	1	1	1			6
Monitoring						5	4	4	5	4				22
System winterization											1			1

(i) All fertilizations of turf grass must have at least 1 lb of nitrogen per 1000 square feet. The Contractor must provide details of the exact make up and intensity of each application. (ii) All pre-emergent and post emergent weed controls will use a broadcast broadcast application, to include the adjoining hardscapes and vacant bedding areas. (iii) Hourly Rates. (iv) Per 1000 sq feet 3 inch lift

Total Number of Backflows: 5



**Section 4: 112<sup>th</sup> and Potomac  
Commerce City Right Of Way Landscape Maintenance Scope of Service**

**A. Scope:**

- (i) Services:** This section shall serve as the reference for programmatic services for 112<sup>th</sup> Avenue and Potomac Street. The Contractor shall also provide non-programmatic services as authorized by the Department of Parks, Recreation & Golf and agreed to by the Contractor. Such non-programmatic, ad hoc services are never part of programmed, routine maintenance. All ad hoc services will follow the Work Order process as outlined in the Agreement.
- (ii) Communication:** The Contractor will provide the City with a reasonable and professional level of communication. The City will provide a shared web based Agronomic Calendar with scheduled services and areas for ad hoc services. The Contractor will communicate within reasonable windows when the contractor will provide programmed services and the Contractor will provide the City with the exact dates of its programmed services, with details, in the provided Agronomic Calendar. Additionally the Contractor shall provide the City with detailed information on completed services for programmed and ad hoc services, within the provided detail sections of the Agronomic Calendar.

**B. Turf Maintenance:**

- (i) Mowing:** Turf areas shall be mowed 26 times between April and October as approved and directed by the City. Mowing frequencies shall follow the pattern laid out in the 112<sup>th</sup> and Potomac Agronomic Calendar. Mowing frequencies can and will be adjusted, based upon short and long term weather variations. It is understood that mowing will take place on specific dates when conditions allow. Mowing height will be based upon turf variety and season, meeting the horticultural best practices for such turf varieties. Turf clippings shall be mulched and not caught or removed from turf areas unless they are lying in clumps which could damage the turf or other landscaping. The City reserves the right to identify clippings as excessive at its sole discretion.
- (ii) Trimming:** String trimming shall occur with the 26 scheduled mowings between April and October to be determined and approved by the City. Utility cabinets, lights, sign poles and other objects shall be trimmed around to assure a neat and attractive appearance at the time of each mowing.
- (iii) Edging:** All turf areas adjacent to sidewalks or other hardscapes shall be edged 7 times, at a minimum, as specified in the Agronomic Calendar. Waste from edging shall be bagged and removed from the site in order to maintain the broom swept appearance which is the minimum expectation for how a site should look after service.
- (iv) Post-emergent weed control:** Turf areas shall be kept free of weeds by the use of a chemical herbicide to promote a healthy appearance.

- (v) Disease control:** The Contractor may diagnose and propose treatment of diseased turf areas on an ad hoc basis, to be determined and approved by the City.
- (vi) Backpack blowing:** Blowing shall occur at the time of each mowing. Sidewalks, curb and gutters and other hardscapes shall be blown and kept clean of grass clippings and other debris with the use of power-operated blowers.
- (vii) Insect control:** The Contractor may be tasked with performing insect control on an ad hoc basis as approved and directed by the City.
- (viii) Fertilization:** Turf areas shall be fertilized as warranted by soil sampling and analysis, with a commercial fertilizer as approved by the City two times a year, in accordance with the Agronomic Calendar. The Contractor must provide the City with fertilizer mixture and application rates.
- (ix) Aeration:** Core aeration shall be performed once a year in accordance with the Agronomic Calendar, with a walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

#### **C. Shrub and Bed Maintenance:**

- (i) Trimming and pruning:** Shrub pruning shall occur twice a year as specified in the Agronomic Calendar. The fall pruning shall only include shrubs that are blocking lines of sight or the right of way. Late winter/early spring pruning shall include ornamental grasses and any shrubs or perennials that have been determined to need pruning. The annual pruning of shrubs should be done to maintain growth within space limitations, and it will vary depending upon the species. Perennial dead heading will be done on an as needed basis throughout the year. Pruning necessitated by storm damage, disease, neglected overgrowth and winterkill will occur on an as needed basis as part of the routine maintenance of the shrub and bed areas. None of the shrubs in the contract area need to be cut into artificial box, square, ball or other fancy shapes. All pruning will be done on a species and site specific basis, under the direction and approval of the City.
- (ii) Weed and spot control:** The shrub beds and adjoining curb and gutter, sidewalks and miscellaneous hardscapes will be kept reasonably free of broadleaf or grassy weeds, at the discretion of the City. Spot weed control will occur in the shrub and bed areas according to the Agronomic Calendar for a total of 12 times a year.
- (iii) Pre-emergent weed control:** The contractor shall apply pre-emergent herbicide, according to industry best management practices, to the shrub beds, where applicable, and to the surrounding hardscapes. Pre-emergent weed control shall occur twice a year as specified in the Agronomic Calendar
- (iv) Post-emergent weed control:** Post-emergent weed control shall include contact herbicides for broadleaf weeds when they are rosettes and with manual removal if they are bolting. Manually removed weeds shall be removed from the site. At no time

will bolted weeds be left in the shrub or bed areas. Post-emergent weed control shall occur twice a year as specified in the Agronomic Calendar.

- (v) Disease control: The Contractor may diagnose and treat diseased shrubs on an ad hoc basis, to be determined and approved by the City.
- (vi) Insect control: The Contractor may be tasked with performing insect control on an ad hoc basis, to be determined and approved by the City.
- (vii) Additional Mulch: The Contractor may be tasked with providing additional mulch for the shrub and bed areas on an ad hoc basis, to be determined and approved by the City.

**D. Tree Maintenance:**

- (i) Insect control: The Contractor may be tasked with performing insect control on an ad hoc basis as approved and directed by the City.
- (ii) Trimming up to 10': Once a year programmed trimming shall occur. Low hanging branches above walkways, drive lanes and high use turf areas that present a hazard to pedestrians, vehicles and park users will be pruned to a safe height not to exceed 10 feet. Volunteers and suckers will also be removed. It is incorporated into this scope of service, and the bid price, that routine trimming of broken and/or hazardous branches will be trimmed upon discovery by the Contractor or at the direction of the City.
- (iii) Tree rings: Tree rings will be chemically treated six times a year in accordance with the Agronomic Calendar to control weeds and grass adjacent to tree trunks. A safe buffer will be maintained to protect trees from damage.

**E. Native Grass Areas:**

- i. **112<sup>th</sup> and Potomac: The "No-Mow RFT Sod" consists of 2.83 acres of tree lawn. These areas need to be mowed only once a year, as outlined in the agronomic calendar. This area additionally needs three beauty bands a year, 10" wide along all borders of the tree lawn adjacent to hard surfaces. The expectation is that these bands may be made with a string trimmer.**

Native grass clippings shall be mulched and not caught or removed from native grass areas unless they are lying in clumps which could damage the native grass or other landscaping. Clumps shall be bagged and removed from the site. The City reserves the right to identify clippings as excessive at its sole discretion.

- ii. A backpack blower, or substitute item, will be used to ensure that the sidewalks are in a neat and clean condition after the trimming.
- iii. Pre-emergent weed control: The contractor shall apply pre-emergent herbicide, according to industry best managerial practices, to the native grass areas, where applicable, and to the surrounding hardscapes. Pre-emergent weed control shall occur twice a year as specified in the Agronomic calendar.



- iv. **Post-emergent weed control:** Post-emergent weed control shall include contact herbicides for broadleaf weeds in a broadband application. Post-emergent weed control shall occur twice a year as specified in the Agronomic calendar.
- v. **Weed and spot control:** The native grass areas and adjoining curb and gutter, sidewalks and miscellaneous hardscapes will be kept reasonably free of broadleaf or grassy weeds at the sole discretion of the City. The Contractor is expected to treat rosettes with spot herbicides and with manual extraction if they are bolting. Pulled weeds shall be removed from the site. At no time will bolted weeds be left in the native grass areas. Weed and spot control will occur in the native grass areas according to the Agronomic Calendar for a total of 12 times a year.
- vi. **Edging:** The native grass areas will be edged once a year, as laid out in the agronomic calendar. During the dates where edging occurs the same standards for the appearance of the hardscapes after the service will apply. The edging must occur during the last mowing/trimming of the month.

#### **F. System Wide Maintenance**

- i. **Spring clean up:** As specified in the Agronomic calendar, the Contractor shall perform Spring clean up once a year. This service shall include the removal of debris from the turf, shrub beds and mulched areas. The Contractor should use whatever equipment is necessary to maintain a neat appearance in the contract areas.
- ii. **Fall clean up (leaf removal):** Fall clean up shall occur twice a year as specified in the Agronomic calendar. The Contractor shall ensure that all leaves and other debris are removed from the contract area to ensure a neat appearance.
- iii. **Litter removal:**
  - a. April thru October, all turf areas will be inspected for debris and trash before mowing. The debris and trash shall be removed from the contract area. In the shrub bed areas and the native grass areas, debris and trash shall be removed before any mowing takes place. In non-mowed areas, such as shrub beds and native grass areas on non-service weeks, litter and debris removal shall occur at a minimum of every other week, to coincide with spot weed control in those areas, in accordance with the Agronomic Calendar. .
  - b. November thru March, litter and debris removal shall occur every other week in accordance with the Agronomic Calendar.

#### **G. Irrigation**

- i. **Spring charge up and activation:** The Contractor shall perform the charge up and activation of the irrigation system. The system charge up shall include, but not be limited to, installing backflows at each of the controller areas (1 back flow is kept in storage during non-irrigation months with the City), all back flows are currently reduced pressure, adjustable angle, bolt on, bolt off design. The Contractor shall insure that the system is fully functioning to include system operation checks on the full operational

capacity, functionality and necessary adjustments of each controller, master valve, flow sensor, solenoid valve, head, emitter, bubbler, etc.

- ii. **Irrigation monitoring & iCentral utilization:** On a routine basis, but not less than weekly, from May thru September the Contractor shall monitor each irrigation controller via the iCentral system to ensure that it meets the minimum operating requirements of the City. iCentral is a web based irrigation monitoring system operated by Rain Master Control Systems. Each controller must be able to be monitored with the iCentral system, operate its programs with automated EvapoTranspiration adjustments and utilize flow sensors and master valves to regulate, monitor and generate automated system alarms and reports.
- iii. **System checks:** The Contractor shall perform monthly irrigation system checks six times in accordance with the Agronomic Calendar. System checks shall include the visual inspection of each zones operation in order to ensure that there are no malfunctions and verify flow sensor and master valve functionality. Routine irrigation adjustments, such as adjusting sprinkler heads for coverage, are considered routine maintenance and are incorporated into this scope of service, they will not be billed to the City. All repairs and replacements must have written approval from the City, e-mail and text communications shall suffice as approval. Repairs under \$500 may be completed without a work order, repairs over \$500 must have an accompanying work order executed prior to the performance of work.
- iv. **Water use:** In an effort to conserve water resources and ensure prudent use of the City's budget, water conservation efforts will be required on the behalf of the Contractor. These efforts shall include but are not limited to; conservative irrigation runtimes and start times, the use of ET (EvapoTranspiration) scheduling, water usage reporting, and potential water budget/consumption limitations or restrictions. The City and the Contractor will communicate routinely on water usage.
- v. **System winterization:** The Contractor shall perform the seasonal winterization of the irrigation system once a year in accordance with the Agronomic calendar. The irrigation system will be drained of water and it will have forced air injected into the lines to clear all water from the lines, valves, heads & fittings (the flow sensor must be removed before this is done to prevent damage). All backflows must be tagged, removed and provided to the City for winter storage. Backflows must be removed from the field at the time that the system is drained to prevent theft. The Contractor will be responsible for the replacement of any backflow theft or loss after winterization has occurred.

### 2019 Agronomic Calendar for 112th and Potomac

	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
<b>Turf Maintenance</b>														
Mow					2	5	4	5	4	4	2			26
Trimming					2	5	4	5	4	4	2			26
Backpack blowing					2	5	4	5	4	4	2			26
Edging					1	1	1	1	1	1	1			7
Post-emergent weed control					1			1						2
Disease control	X													0
Insect control	X													0
Fertilizer (i)					1					1				2
Aeration					1									1
<b>Shrub and Bed Maint.</b>														
Trimming and pruning	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Weed/Spot control				1						1				2
Pre-emergent weed control (ii)	X			1		2	2	2	2	2	1			12
Post-emergent weed control (ii)	X			1			1							2
Disease control (iii)	X													0
Insect control (iii)	X													0
Add mulch (iv)	X													0
<b>Tree Maintenance</b>														
Insect control	X													0
Trimming up to 10'	X							1						1
Tree rings					1	1	1	1	1	1				6
<b>No-Mow RPT SOD</b>														
Tree Lawns	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Beauty bands (10")					1		1		1		1			3
Pre-emergent weed control (ii)	X			1			1							2
Post-emergent weed control (ii)	X			1			1							2
Weed/Spot control	X				1	2	2	2	2	2	1			12
Edging (v)	X										1			1
<b>System Wide Maintenance</b>														
Spring clean up	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Fall clean up (leaf removal)				1							1	1		2
Liner Removal	X	2	2	2	2	2	2	2	2	2	2	2	2	24
<b>Irrigation</b>														
Spring charge up and activation	Extra Services	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
System checks					1		1	1	1	1	1			6
Monitoring						5	4	4	5	4				22
System winterization											1			1

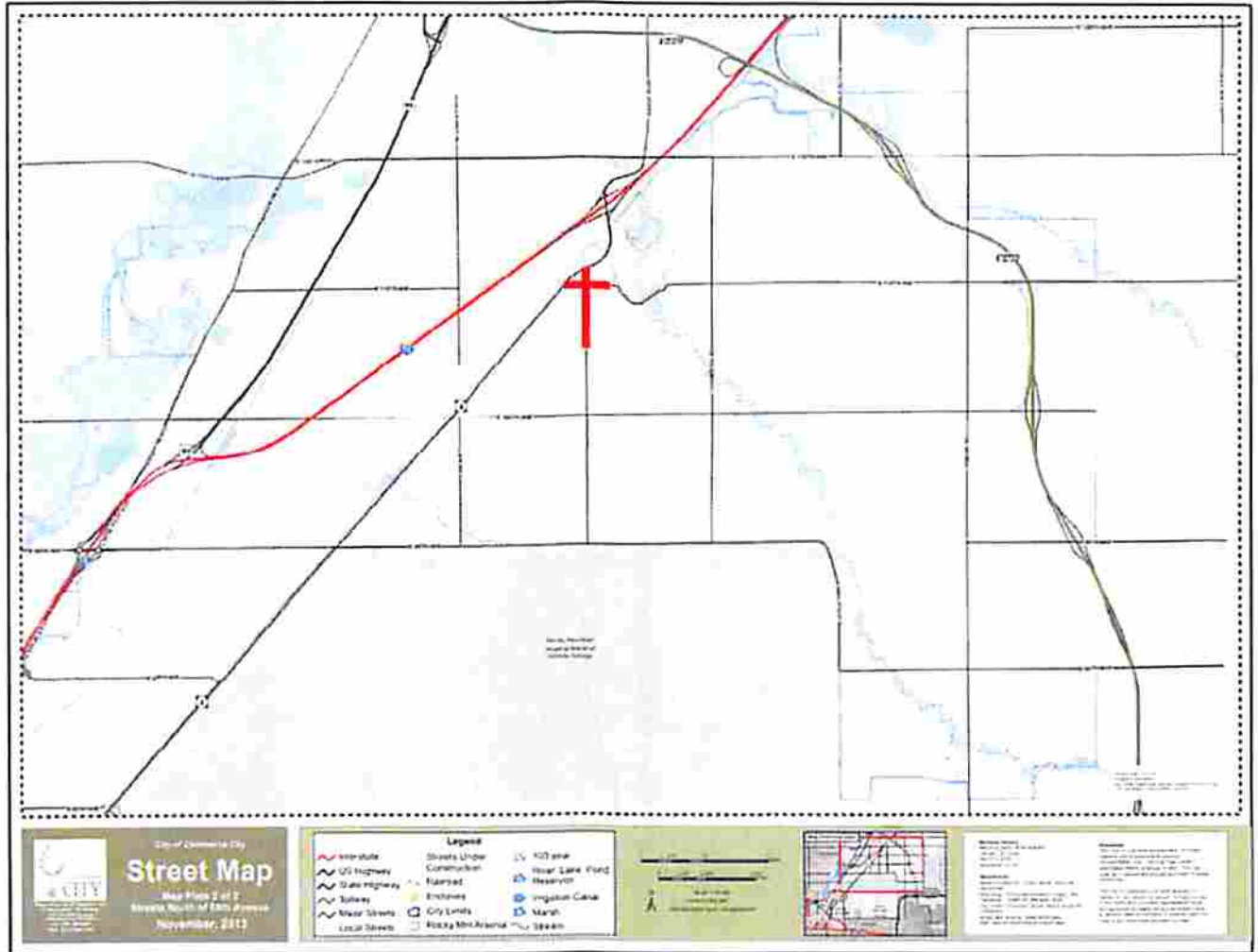
(i) All fertilizations of turf grass must have at least 1 lb of nitrogen per 1000 square feet. The Contractor must provide details of the exact make up and intensity of each application. (ii) All pre-emergent and post emergent weed controls will use a broadcast broadleaf application, to include the adjoining hardscapes and vacant bedding areas. (iii) Hourly Rates. (iv) Per 1000 sq feet 3 inch lift. (v) Must occur during the last mowing/trimming of the month.

### 112<sup>th</sup> and Potomac:

Total Acres: 3.926 Breakdown Turf .287 Shrub Beds .809 Native Grass 2.83

Total Number of iCentral enabled Controllers: 1

Total Number of Backflows: 1





# NO-MOW RTF<sup>®</sup> SOD

"If you need a low maintenance turf look no further than RTF sod.  
No mowing, less water, less fertilizer - sounds great to me!"

Frank Berns, Farm Manager  
Ameri-Turf Sod Farm, CA

"RTF is fantastic for my roughs  
and out of bounds areas. The  
more we neglect it, the better it  
looks."

DeWayne Diehl, CGCS, Golf Course Superintendent  
Owl Creek Country Club, Louisville, Kentucky



## NO MOWING

Grows to only 12" in height.



## LESS FERTILIZER

Stays green longer with less input.



## LOW WATER USE

Deep roots seek out water all year.

 **BARENBRUG**  
Great in Grass<sup>®</sup>



## NO-MOW RTF

Your low maintenance turf solution.



# NO-MOW RTF SOD



RTF Sod - Dec. 2007

8 months old



RTF Sod - Mar. 2008

11 months old



RTF Sod - Apr. 2008

12 months old



RTF Sod - May 2008

13 months old

RTF is a registered trademark of Barenbrug USA, LLC. Patent # 6,677,507

## Is it possible to have high quality turf low input?

It is if you choose RTF SOD. The expectations for "no-mow" products are ever increasing and only RTF SOD can deliver. Without mowing and using very little fertilizer and water, RTF SOD will not disappoint your low maintenance turf needs.

RTF (rhizomatous tall fescue) is an advanced generation of turf type tall fescue which produces rhizomes. A rhizome is an underground stem that penetrates through the soil to spread the plant. Rhizomes send shoots up to the soil surface while extending new roots downward, forming a new plant. The rhizomatous nature of RTF is similar to Kentucky bluegrass and thrives in the transition zone. The rhizomatous nature of RTF also makes the plant more drought tolerant.

In a two year trial RTF SOD exhibited an average height of 12 inches and a very dense, high quality turf. During the trial it was not mowed a single time. It was also starved of water and fertilizer to better imitate real life situations it would be required to endure. RTF SOD performed great, it maintained a dense sod and it withstood the drought conditions very well. RTF SOD is a great alternative to fine fescues that are not as drought tolerant or traffic tolerant as tall fescue. Choose RTF SOD for a beautiful NO-MOW turf.

## Maintenance recommendations:

### DO NOT MOW

- Fertilize once a year in fall (high potassium - low nitrogen)
- Water occasionally for extended periods for optimum color
- No fungicides necessary
- Turf will grow to a height of 9 - 14 inches



**BARENBRUG**

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Find your RTF SOD here:

**EXHIBIT B - RATE SHEET**



### III. RATES (Use electronic version of bid sheet)

Bid Sheet										
Victory Crossing 13,274 Acres			104th and Chambers Medians 10,096 Acres			US 85 & Hwy 23,524 Acres			112th and Potomac 3,926 Acres	
Total Maintenance 13,274 Acres	Total		Total Maintenance 10,096 Acres	Total		Total Maintenance 23,524 Acres	Total		Total Maintenance 3,926 Acres	Total
Total	9,890		Total	6,000		Total	10,214		Total	1,850
Shrub and Bed Maintenance 5,835 Acres	Total		Shrub and Bed Maintenance 9,716 Acres	Total		Shrub and Bed Maintenance 1,172 Acres	Total		Shrub and Bed Maintenance 85 Acres	Total
Total	8,500		Total	13,228		Total	3,000		Total	2,050
Tree Maintenance	Total		Tree Maintenance	Total		Tree Maintenance	Total		Tree Maintenance	Total
Total	2,850		Total	1,900		Total	950		Total	500
Native Grass 3,274 Acres	Total		Native Grass 10,096 Acres	Total		Native Grass 1,850 Acres	Total		Native Grass 200 Acres	Total
Total	8,500		Total			Total	2,000		Total	5,340
Fall Clean Up (Leaf Removal)	5,500		Fall Clean Up (Leaf Removal)	8,800		Fall Clean Up (Leaf Removal)	1,500		Fall Clean Up (Leaf Removal)	2,500
Litter Removal	2,000		Litter Removal	2,500		Litter Removal	700		Litter Removal	1,000
Total			Total			Total			Total	
Irrigation	8,000		Irrigation	6,500		Irrigation	2,000		Irrigation	2,000
Total	8,000		Total	6,500		Total	2,000		Total	2,000
Grand Total	45,240		Grand Total	38,928		Grand Total	20,364		Grand Total	15,240
Monthly Billing Bids and Grand Total Bid										
Monthly Billing Schedule (based upon base level of service in the Agronomic Calendar)	Victory Crossing Service Area	Northern Range Service Area	Hwy 85 and Hwy 2 Service Area	112th and Potomac	Total	Extra Services				
March	3,770	3,244	1,697	1,270	\$9,981	Disease Control (Hourly Price)	65			
April						Insect Control (Hourly Price)	65			
May						Add Mulch (Per 1000 sq feet 3 inch 6/0)	1,300			
June						Tree Pruning (Hourly Price)	60			
July						Irrigation Tech (Hourly Price)	65			
August						Irrigation Tech (Hourly Price) After Hours	95			
September						Weed Control (Hourly Price)	45			
Yearly Total	\$45,240	\$38,928	\$20,364	\$15,240	\$119,772					

## EXHIBIT C – SAMPLE WORK ORDER

### WORK ORDER

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated [Click here to enter a date.](#)

Contractor shall perform the following Services:

- 
- 
- 
- 
- Cost: \$ [Total Cost or Rate for Work Order](#)
- Completion Date: [Click here to enter a date or type number of days](#)

Contractor shall obtain approval from [Name](#) prior to any changes in scope.

#### CONTRACTOR NAME

#### CITY OF COMMERCE CITY

\_\_\_\_\_  
[Name, Title](#)

\_\_\_\_\_  
[Name, Title Based on Amount](#)  
[Select Department](#)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Recommended for approval:

\_\_\_\_\_  
[Name, Title Based on Amount](#)  
[Select Department](#)





7887 East 60<sup>th</sup> Avenue  
Commerce City, Colorado  
80022  
Phone (303) 289-3627  
Fax (303) 289-3661

## EQUIPMENT DECLARATION

Company: TWA, DBA Sierra Landscaping  
Address: 1205 Boston Ave  
State and Zip: Longmont CO 80501

Date: 4/15/19

**Note:** Construction equipment that was not otherwise subjected to the Commerce City sales or use tax, and which is located within the boundaries of the City of Commerce City for a period of thirty (30) consecutive days or less, will be subjected to the use tax of Commerce City on a prorated basis if the equipment is declared in advance. If the equipment is not declared in advance or is located within the City for over thirty (30) consecutive days, the amount of tax due will be calculated on 100% of the original purchase price.

The tax on Declared Equipment will be calculated using the following method: The original purchase price of the equipment will be multiplied by a fraction, the numerator of which is one (1) and the denominator which is twelve (12); and the result will be multiplied by four and one-half percent (4.5%) to determine the amount of Use Tax payable to the City. Example: thirty (30) days or less =  $\frac{1}{12}$  x purchase price of the equipment x 4.5%.

In order for a taxpayer to qualify for this exemption, the taxpayer must comply with the procedures described in Section 29-2-109(4) of the Colorado Revised Statutes by completing this form and remitting the tax due to the Finance Department of the City of Commerce City. If the taxpayer does not file this form the exemption herein provided for will be deemed waived by the taxpayer.

**A separate declaration form must be used for each individual piece of equipment.**

**Construction Equipment Declared:**

Description of Equipment and/or VIN number: TWA

Purchase price of above equipment and date purchased: \_\_\_\_\_

Date equipment will enter the City: \_\_\_\_\_

Date equipment will be removed from the City: \_\_\_\_\_



# Procurement and Contract Cover Sheet

For Goods and Services

## PROJECT INFORMATION

Description: Right of Way Contract Maintenance  
Department: Parks, Recreation & Golf Division: Parks Maintenance  
Contract/Project Manager: Willis Waterhouse, Parks Maintenance Supervisor Phone: 303-289-8111

## SOLICITATION INFORMATION

Solicitation type:	Formal (over \$50,000)	Date Submitted for Approval:	4/4/2019
Must have City Attorney approval prior to formal solicitation.		Council Approval (+\$250k):	Select Date
		Resolution No.:	Type Number
Attach applicable selection form: Procurement Justification; Collaborative Purchasing Documentation; Quotes Documentation.			
Comments: ROW and General Maintenance			

## CONTRACT/PROCUREMENT APPROVAL (Obtain after selection of vendor using required solicitation method.)

Contractor Name:	TWA Inc, d/b/a Sierra Landscaping and Maintenance		Contract Term	Single Use
Type of contract:	Master Services Agreement		Renewals:	N/A
Selected by 5% local preference:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		Termination Date:	12/31/2019
Dollar Amount (All Years): \$ 195,000			Renewal Increase:	Enter, if any.
Vendor verified with State (SOS)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Date:	4/4/2019	Federal funding? If yes, attach EPLS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Verify funding available:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Date:	4/4/2019	Grant Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Funding Source: (include account number, if available) 010-16-552-731-167				
Procurement Approval Required: \$50,000.01-\$250k - City Mgr. (Signature required prior to contract routing.)			Signature: _____	
Contract Signature Required: +\$50,000.01 - City Mgr. (If contract required.)			Name: Brian McBroom, City Manager	

## Reviewers:

Vendor/Contractor: \_\_\_\_\_ Risk Manager: \_\_\_\_\_ City Attorney: \_\_\_\_\_  
(By Contract Admin) Initials/Date ☐ N/A Initials/Date Initials/Date

## Route contract in the following order for signature (as required):

- ☐ 1. Vendor / Contractor ☐ 3. City Attorney ☐ 5. City Clerk  
☐ 2. Department ☐ 4. City Manager/City Council ☒ 6. Return to: David M - PRG

## Additional Notes: