CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

RFP – ON-CALL GREEN INFRASTRUCTURE MAINTENANCE SERVICES
SOLICITATION NO. 202367673

ADDENDUM NO. 1
June 12, 2023

Firms are hereby instructed that the RFP documents are modified, corrected, supplemented and/or superseded for the above-mentioned project as hereinafter described:

ATTACHMENTS

- Replace “RFP Pages 10 – 16” with the attached. Updates are noted in red text.
- Replace “Attachment 5 – Maintenance Task Grid” with the attached. Updates are noted in red text.
industry practices, notwithstanding any failure by the City to include the type of service in the specifications.

3.10. Premises shall be kept clean and neat. Materials, scrap, and equipment not having further use at the site shall be promptly removed from the job site. Disposal of Contractor’s waste materials in the City’s containers is prohibited unless prior permission has been granted.

3.11. The Contractor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.

3.12. The Contractor shall be responsible for labor and materials essential to provide the following:

   3.12.1. All Contractor personnel shall comply with the instructions pertaining to conduct and building regulations issued by the DGI Rep. Example: Work that is done in secure areas.

   3.12.2. All existing and new plant material shall be replaced at the Contractor’s expense in the event the death of or damage to the plant was caused by negligence or a direct act by the Contractor.

3.13. The maintenance personnel for the Contractor shall limit their activities to the tasks outlined in the Work Order.

3.14. The Contractor shall not perform work outside of the scope of this Agreement, and associated Work Orders without the approval of the DGI Rep. Prior to any performance of work that is not outlined in the Agreement, the Contractor must prepare and submit to the DGI Rep a written proposal itemizing the cost of labor and materials associated with such work. Approval will be granted via an executed Work Order.

3.15. Any watering performed by the successful proposer shall be done according to current local restrictions and guidelines.

3.16. The Contractor shall ensure that caution be exercised to prevent injury to the public and damage to public or private property. The Contractor shall not hold the City responsible or make any claim for equipment damaged by rocks or other debris at the facility.

3.17. The Contractor shall ensure that the entire site is walked and freed of all trash before any mowing begins. NO TRASH IS TO BE CUT AT ANY TIME.

3.18. Contractor is responsible for the off-site disposal of all materials removed from the facilities, including sediment, trash and vegetation trimmings. Composting of vegetation materials, when permitted, is preferred. See this list of locations that accept landscape trimmings for composting: https://www.alcc.com/recycle#Central

3.19. Contractor shall be responsible for obtaining any and all permits (including the cost thereof) required while performing services, such as street occupancy permits for the closing of lane(s) of traffic to perform the service, if needed.

3.20. Irrigation components, nursery stock, seeding materials, or other project consumables that are purchased to be installed at site locations shall be provided by the contractor and charged to the City at base price. Documentation of purchases (i.e. receipts, invoices) shall be submitted at the time of invoice submission.
B.4 COORDINATION WITH THE CITY

4.1. The Contractor shall submit, within ten business (10) days from receipt of a Work Order, a work schedule for site locations and tasks listed in the Work Order. Any changes to the work schedule must be submitted to the DGI Rep at least 24 hrs before regularly scheduled work.

4.2. The Contractor shall submit a brief monthly report to the City regarding work completed at each facility. This report should be organized by site location. That monthly report shall include:
   - Date, site location name, and hours of work.
   - Brief description of tasks completed.
   - General observations on the state of the site location and vegetation health.
   - Observations or concerns that may require guidance from the DGI Rep (broken or damaged concrete, vandalism of infrastructure, overflow structure, or other components, damage to plants from vandalism or environmental factors, incidents of flooding and erosion, etc.).
   - 1-2 “before” and 1-2 “after” photos of the site. Photos should be clear and appropriately scaled to convey to the viewer the general status of the facility.
   - Photos of concerning items or topics requiring DGI Rep input.

B.5 VEGETATION MAINTENANCE: TASK SPECIFICATIONS

Green Infrastructure vegetation includes native species that are commercially grown, non-native cultivars, and self-seeded offspring from existing plantings. Self-seeded reproduction of desirable species is encouraged within GI facilities. Therefore, the contractor shall provide competency in the delineation between desirable (Colorado natives or cultivars) and undesirable species (invasive and noxious weed species).

For a list of known site locations and scheduled maintenance tasks anticipated per site, refer to the Maintenance Task Grid (Attachment 5). Additional sites may be added as Work Orders at the City’s discretion. All maintenance tasks are to be performed at the frequency specified below.

5.1. Weed Control in Streetside Stormwater Planters & Raingardens. The Contractor shall control weeds by mechanical methods only (i.e. by hand or hand tool) within Streetside Stormwater Planters (SSPs) and Raingardens. Chemical applications, including herbicides or pesticides, are NOT PERMITTED in SSPs and Raingardens. Weeding is to be completed once each month (at a minimum) during the active growing season from April 15th to October 15th.

5.1.1. Standard for Streetside Stormwater Planters (SSPs) and Raingardens. The Contractor shall keep all Streetside Stormwater Planters, Raingardens, and planting areas weed-free.

5.1.2. Sweeping and Raking. Walkways, driveways, and other hardscape (including curb/gutters & ADA ramps) areas are to be cleared of grass clippings, dead vegetation, dirt, trash, and debris. Sweeping and raking will be completed at the time of weeding and plant trimming.

5.2. Weed Pressure Inventory for Regional Detention Facilities. The Contractor shall, with guidance from DGI, inspect Regional Detention Facilities and conduct a weed pressure inventory report once in the Spring of the year after warm season weeds have emerged. Once identified, the weed population is analyzed against DGI standards thresholds and our state noxious weed requirements. Noxious weed eradication via herbicide will be conducted as-needed via individual Work Orders.
5.3. **Perennial Trimming.** Trimming back of perennial grasses and perennial herbaceous plants shall be performed once per year in the dormant season (between March 1st and May 1st), per industry standards. Structural tree pruning work is not included in this agreement.

5.3.1. **Maintain Traffic Lines of Site.** Trim plants to maintain safe lines of site and traffic flow for pedestrians, especially at street intersections. A general at intersections is to keep the height of the herbaceous vegetation at no more than 4 ft from top of curb to top of vegetation.

5.3.2. **Tool Standards.** Contractor to use sharp tools appropriate for the work performed and shall sterilize pruning tools regularly.

5.3.3. **Trim Height.** Contractor shall cut back herbaceous plants to a height of 6” above ground once in the spring, or per industry best practices applicable to the species.

5.4. **Trash and Debris Removal.** Contractor shall inspect and remove all trash from site locations by collecting litter, debris, waste, and the like and dispose of it off-site. Anticipated frequency for trash collection and disposal is twice per month. The Contractor shall remove and dispose of all trash from all landscaped areas, including all raised planters, turf and groundcover beds, and hardscaped areas within the facility (i.e. forebays). Vegetation debris shall be collected separately and transported to an appropriate recycling facility. Note: This contract does not include trash removal from trash racks and large Regional Detention Facility forebays.

5.5. **Spring Cleanup.** Once each spring, the Contractor shall rake and remove leaves. Leaf removal shall occur at time of first weeding and trash removal beginning around April 15th. The Contractor shall remove all leaf and vegetative debris from City sites and properly transport to an appropriate compost facility.

5.6. **SSP & Raingarden Inlet & Forebay Cleaning.** Contractor shall inspect stormwater inlets to ensure there are no blockages. Forebays shall be cleared of all sediment and debris. This shall be done every time the Contractor is on site.

### B.6 IRRIGATION MAINTENANCE: TASK SPECIFICATIONS

Irrigation maintenance tasks consist of routine services, as well as occasional repairs as needed. For a list of known site locations and scheduled irrigation tasks required per site, refer to the Maintenance Task Grid (Attachment 5). Additional sites may be added as Work Orders at the City’s discretion.

6.1. **Spring Start-up.** Re-attach and/or test backflow if needed, open main valve, verify operation of each watering zone, walk through each zone, ensuring proper function of sprinkler heads and drip lines.

6.2. **Winterization.** Contractor shall oversee blowing out and draining lines, removing backflows if unions are installed, turning off controller and removing batteries if applicable. This shall occur at the end of the growing season, between Oct 15th to Nov. 15th.

6.3. **System Inspection & Repair.** Contractor shall conduct twice-monthly irrigation systems inspections to verify full functionality. Repairs shall be completed by the Contractor, as needed. Large-scale, or whole system replacements or installations will be completed as a separate Work Order.

6.4 **Backflow Testing.** Contractor shall conduct annual backflow preventer testing and tagging per State of Colorado regulations.
6.4.1. **Timeline.** Backflow testing shall be conducted between April 15 and October 31 or as directed by the City.

6.4.2. **Quantity.** The City anticipates the Contractor will test and repair (if needed) between 10 and 20 backflow devices. Manufacturers of the devices include Febco, Wilkins, Watts, and Conbraco.

6.4.3. **Regulation.** All tests shall be conducted in accordance with methods approved by Denver Water to demonstrate compliance with the University of Southern California Foundation for Cross Connection Control Manual. All tests shall be recorded in Denver Water Backflow Assembly and Maintenance Reports in an acceptable manner to Denver Water and the City. In the event a report is not completed in an acceptable manner to either Denver Water or the City, the City will not be liable for the related test/service payment until the form is corrected and deemed acceptable to Denver Water and the City.

6.4.4. **Certified Technicians.** Backflow testing shall only be completed by certified technicians trained in the service. The following requirements must be met and shall be maintained during the life of the contract:
   a. Backflow technicians must possess current certification with either the American Backflow Prevention Association (ABPA) or American Society of Sanitary Engineers (ASSE).
   b. Proof of Certifications may be requested by the City at any time throughout the contract.
   c. Current annual accuracy certification is required on each staff member’s/testers backflow prevention device test kit and may be requested by the City throughout the life of the contract.

B.7 **AS-NEEDED SERVICES**

In addition to the anticipated maintenance tasks and site locations outlined above, additional services may be needed for Green Infrastructure maintenance. As-needed Work Orders may include site locations not yet listed within Attachment 5. Work Orders may be issued for as-needed services at any GI site location maintained by the Division of Green Infrastructure.

7.1. **Reseeding & Replanting.** Re-seeding or replanting with native seed mixes, trees, and/or perennials.

7.2. **General Landscape Services.** General landscaping services may be requested. These services include, but are not limited to, mulching, turf mowing, edging, soil amendment application (i.e. compost), nursery stock installations, seeding, and growing media replacement (i.e. after erosion event).

7.3. **Irrigation System Installation.** Installing new automatic irrigation systems, automatic central controllers, or replacing irrigation systems and central controllers.

7.4. **Herbicide Weed Control in Regional Detention Facilities.** Noxious weeds in Regional Detention Facilities may require herbicidal treatment seasonally.

7.4.1. **Weed Standard for Regional Detention Basins.** Planned vegetative coverage is to be healthy and thriving and covering a minimum 80% of the surface area, with no more than 20% of the area containing broadleaf weeds, grasses, or invasive species on the Noxious Weeds of Colorado list provided by Division of Green Infrastructure. [https://ag.colorado.gov/conservation/noxious-](https://ag.colorado.gov/conservation/noxious-).
The Contractor shall refer to the Colorado Noxious Weed List for weed thresholds and a decision-making process for using pesticides:

a. “Eradicate List” A species
b. “Suppress List” B species
c. “Stop the Spread List” C species

7.4.2. Herbicide as the Last Resort. DGI standards define success as maintaining healthy and thriving plant material. Selective post-emergent herbicides that suppress specific weeds are only used after pesticide free based best management cultural practices (i.e. hand pulling and other mechanical control) have failed to suppress a weed population that is severely affecting turf density.

7.4.3. Certified Operator. Contractor shall utilize a licensed Certified Operator or Qualified Supervisor determine which herbicidal chemical to use and the application rate. A Certified Technician, Certified Operator, or Qualified Supervisor (registered with the Colorado Department of Agriculture) applies the chemical per standard operating procedure.


7.4.5. Sweeping and Raking. Walkways, driveways, and other hardscape (including curb/gutters & ADA ramps) areas are to be cleared of grass clippings, dead vegetation, dirt, trash, and debris. Sweeping and raking will be completed at the time of weeding.

7.5. Arborist Services. Provide arborist services related to tree disease diagnosis and advising, tree trimming and/or removal, tree health assessments, pest management advising and treatment, canopy management, and related. Contractor shall utilize a licensed, certified arborist.

7.6. Regional Facility Trash Rack Cleaning. Contractor shall clear trash racks of vegetative debris and trash. No specialized or large equipment is anticipated for this task.

B.8 INSPECTION OF WORKSITE

The City shall at all times have the right to inspect the work and materials used to perform this service. Contractor shall furnish all reasonable aid and assistance required for the proper examination of the work and all parts thereof. Contractor shall obey directions and instructions of the Division of Green Infrastructure Representative(s) or City inspectors; provided, however, that should Contractor object to any order given by the City’s authorized inspector, they may make a written application to the Division of Green Infrastructure Representative for his/her decision, which decision shall be final and conclusive.

SECTION C: MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM

City and County of Denver’s MWBE Policy Statement

The City and County of Denver’s (“City”) MWBE policy is to ensure nondiscrimination in the award and administration of the City’s construction contracts, professional services contracts, and in the procurement of common goods and services. The awarded Contractor (“the Contractor”) shall comply with and implement requirements of DSBO’s MWBE Program in the award and administration of Subcontracts under any agreement resulting from this solicitation (“the Contract”). The Contractor shall not discriminate on the basis of race, color,
religion, national origin, sex, age, or disability in the administration and performance of the Contract. The Contractor shall carry out applicable requirements of the DSBO Ordinance in the award and administration of its contracts as well as the flow down provisions of this MWBE Contract requirements to be incorporated in all MWBE subcontract agreements regardless of tier. It is the City’s intention to create a level playing field on which MWBEs can compete fairly for City-funded contracts. Failure by the Contractor to comply with or implement these requirements may be a material breach of the Contract, which may result in the termination of the Contract or such other remedy as City deems appropriate. These legal remedies may include but are not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding. The City’s commitment to the MWBE Requirements is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

City’s Equity, Diversity, & Inclusion Values

The City is committed to advancing its vision of equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which include MWBE firms, providing significant contracting opportunities, and ensuring they benefit from said contracts.

Counting MWBE Participation

For a firm’s performance to count toward meeting the MWBE requirement, they must be MWBE certified by the City on or before execution of Contractor/Consultant’s agreement with the MWBE firm and must be certified in the NAICS code(s) that coincide with the scope(s) of work that they will be performing. In instances of an MWBE Prime Contractor/Consultant, the MWBE Prime must be certified prior to executing their agreement with the City. DSBO maintains a MWBE Directory (“Directory”), which is a current listing of City-certified MWBEs and may be accessed via the DSBO website at https://www.denvergov.org/dsbo. Bidders are encouraged to use the Directory to assist in identifying MWBEs for the work and supplies required for the project. Bidders are reminded that changes may be made to the Directory at any time. MWBE certification or listing in the Directory is not a representation or warranty by the City regarding the qualifications of any listed MWBE.

During performance, accounting of MWBE participation will be maintained for all purchase orders, task orders, and work orders, which participation will collectively be applied to the contract’s overall MWBE participation attainment.

In utilizing the participation of an MWBE supplier, the degree to which their participation counts towards satisfaction of the MWBE requirement varies. If materials or supplies are obtained from a MWBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies counts toward the requirement. Sixty percent (60%) of the value of the commercially useful function performed by MWBE regular dealers counts toward satisfaction of the requirement. Only the bona fide commissions earned by manufacturer representatives or brokers for their performance of a commercially useful function counts toward meeting the requirement. Therefore, Bidder must separate bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the requirement.

MWBE Responsiveness Requirements

Award of this project will be determined, in part, on Bidder’s commitment to strengthen the small, minority, and women-owned business community. Said commitment is shown through adherence to and thoughtful completion of the below-listed DSBO bid requirements, which are all conditions of responsiveness. Failure to submit a responsive bid constitutes cause for rejection thereof.

1. Non-Competition
Bidder shall not restrict an MWBE from providing sub-consulting or subcontracting quotations to other Bidders. Any Bidder who does so shall cause their bid to be rejected. §§ 28-129e, D.R.M.C.

2. Joint Ventures

If Bidder is participating in a joint venture with a certified MWBE firm, bidder must submit the firm’s Joint Venture Agreement to DSBO at least 10 working days prior to the bid deadline. The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an MWBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the MWBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the MWBE requirement equal to the distinct, clearly defined portion of the work that the MWBE performs with its own forces in a NAICS code in which the firm is MWBE certified. The joint venture agreement MUST specify the services, dollar value, reporting structure, and details of the MWBE’s performance requirements associated with their percent of the joint venture ownership.

3. Commitment to MWBE Participation

Bidder shall include with their bid a completed DSBO form, entitled “Commitment to MWBE Participation,” (Attachment 2) stating their committed MWBE participation percent on this project. The committed participation level will be inserted into any resulting contract and the Contractor/Consultant must comply with that committed participation amount during the term of the contract.

4. Good Faith Effort

If Bidder cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO, with their bid, a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that the [bidder] must show that it took all necessary and reasonable steps to achieve a [MWBE] goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient [MWBE] participation, even if they were not fully successful.

The statement of good faith efforts should address each of the categories outlined in the DSBO Ordinance, §§ 28-128, D.R.M.C., and any additional criteria established by rule or regulation. As part of their good faith efforts, Bidders are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency’s Contract Administrator (CA) with specific questions; the CA will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the bid. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with the DSBO Ordinance.

To award a contract to a bidder that has failed to meet the MWBE requirement, DSBO will determine whether Bidder made good faith efforts to actively, effectively, and aggressively seek MWBEs to meet the MWBE requirement prior to bid submission, which determination shall include consideration of Bidder’s MWBE-EDI-Plan strategies to meet their MWBE participation commitment. Failure of Bidder to show good faith efforts shall render their bid ineligible for further consideration with the City.
## ATTACHMENT 5 - Maintenance Task Grid

### VEGETATION MAINTENANCE TASK

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<tr>
<th>Task #</th>
<th>21st St. and Broadway</th>
<th>39th Ave Greenway</th>
<th>Brighton Ave.</th>
<th>Marion St.</th>
<th>Josephine Street</th>
<th>Ellsworth</th>
<th>South Broadway</th>
<th>East 39th Ave. and Holly St.</th>
<th>Hampden Heights</th>
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<td>Weed Control - SSPs &amp; Raingardens</td>
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<td>Weed Pressure Inventory</td>
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<td>Perennial Trimming</td>
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<td>Trash and Debris Removal</td>
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<td>Spring Cleanup</td>
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<td>SSP &amp; Raingarden Inlet &amp; Forebay Cleaning</td>
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### IRRIGATION MAINTENANCE TASK

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### AS-NEEDED TASKS

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* irrigation services anticipated for Spring, 2024