

**CONTRACT SERVICES
AGREEMENT
“On-Call Services”**

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered, effective as of the date set forth on the City’s signature page below (**“Effective Date”**), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (the **“City”**) and **ENVIRONMENTAL TREE CARE LLC**, a Colorado limited liability company, with an address of 1195 S. Pierce Street, Lakewood, Colorado 80232 (the **“Contractor”**), both of which parties may be individually referred to in this Agreement as a **“Party”** or jointly referred to as the **“Parties”**.

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. WORK TO BE PERFORMED:

A. Tree Maintenance Services: The Contractor agrees to perform, as assigned, tree maintenance services, on an “on-call” or “as needed” basis. The Contractor shall diligently and skillfully perform these assigned services and/or install the goods or materials as described in the **Statement of Work and Technical Requirements** in **Exhibit A**, which is attached hereto and incorporated herein by reference (the **“Work”**). As prescribed in issued notices specifying the Work to be performed (**“Task Notices”**), the Contractor shall promptly initiate and complete the specifically assigned services during the specified time periods at identified locations (**“Work Projects”**).

B. Oversight: The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director of the Department of Parks and Recreation or other designated representative (the **“Director”**) and the Department employee(s) assigned to manage the Work Project (the **“Department”**) and make every reasonable effort to fully coordinate the Work Project with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s Work Project. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work under this Agreement and to make available for inspection all notes and other documents used in performing the Work.

C. Non-exclusivity: The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Work for which the City may contract.

The City may enter agreements with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Director, the contractor which is the most cost effective, best suited, and/or most readily able to perform a specific Work Project.

D. Task Notice: As the Department determines the need and availability of funding for each Work Project, the City will issue a written Task Notice to the Contractor detailing the nature and extent of services to be provided, the location of the Work Project, and the timeframes within the Work Project is to be performed, with a projected amount to be paid to the Contractor (the “**Work Project Amount**”) based on the Work items described in the **Statement of Work and Technical Specifications** in **Exhibit A** and the **Rate Sheet** set forth in **Exhibit B**, which is attached to this Agreement and incorporated herein by reference. The **Rate Sheet**, which the Contractor acknowledges and affirms that the City may rely upon in the preparation of Task Notices as provided herein. Following receipt of the issued Task Notice, the Contractor shall, within forty-eight (48) hours and in good faith, confirm in writing the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back in writing to the Department as to the Contractor’s ability to initiate and complete the Work Project in the timeframes specified in the Task Notice. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Task Notice and the Work Project Amount. Confirmation includes, but is not restricted to, inspections of the Work Project site and inquiries with the Department as to any directions or specifications in the Task Notice which are not clear. If the Contractor fails to contact the Department within forty-eight (48) hours following receipt of the issued Task Notice and or fails to state unequivocally that the Contractor is ready and willing to perform the Work Project in the manner and timeframes indicated on the Task Notice, the Department reserves the right to immediately withdraw the issued Task Notice. Upon the Contractor confirming the Task Notice, with or without changes or corrections, the Department will notify the Contractor to proceed on the assigned Work Project and acknowledge or deny any corrections or changes to the Task Notice or Work Project Amount requested by the Contractor. The Contractor shall promptly proceed to perform the assigned Work Project unless the Contractor rejects the Task Notice in writing within forty-eight (48) hours of receiving the Department’s notice to proceed.

E. Task Notice Change: If, after the Department notifies the Contractor to

proceed to perform a Task Notice and commencement on the Work Project, additions, deletions or modifications to the Work described in the Task Notice, along with any associated changes in the Work Project Amount, are required by the Department or are requested by the Contractor and approved in advance by the Department, an amended Task Notice will be issued by the Department to the Contractor in accordance to the same standards and procedures prescribed for Task Notices. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance to the same standards and procedures prescribed for Task Notices, and notify the Department that the Contractor is ready and willing to perform the Work Project in the manner and timeframes as modified by the amended Task Notice. The Contractor shall promptly proceed to perform the assigned Work Project unless the Contractor rejects the amended Task Notice within forty-eight (48) hours of receiving the Department's notice to proceed.

F. Warranties; Correction of Work: The Contractor warrants that all parts, materials, components, equipment, systems and other items purchased by, or in the inventory of, the Contractor and incorporated into the Work ("**Items**") shall be new, unless otherwise specified, and suitable for the purpose used, and will be of good quality, free from faults and defects, and in keeping with common industry standards and that said Items shall be properly installed or incorporated into the Work in accordance with manufacturer's specifications and standard practices for said Items, and all of this shall be in conformance with the specifications and requirements of this Agreement. The Contractor's warranty shall be effective for a one-year period following the completion of the Work Project and shall be extended for one year following any repair, replacement or corrective action required under the warranty. The Contractor, when requested, shall furnish the Department with satisfactory evidence of the kind and quality of Items proposed to be incorporated into the Work. At any time while this Agreement is in effect or during the warranty period, the Contractor shall, at no cost to the City, promptly investigate, repair, replace, or otherwise correct any of its workmanship and/or Items in the Work which contain fault(s) or defect(s), whether such failure(s) are observed by the Department or the Contractor, and promptly repair, replace, otherwise correct any damage to any personal or real property owned by the City or another person resulting from said fault(s) or defect(s) or from the repair, replacement, or correction of the fault(s) or defect(s).

G. Title: The Contractor warrants that the Contractor has full title to all Items incorporated into the Work, that the transfer of such title to the City is rightful and free and clear

from all security interests, liens, claims, or encumbrances whatsoever, and that the Contractor will defend such title against all persons claiming the whole or part of any Item, at no cost to the City.

H. Inspection; Deficiency; Invoice: The Contractor shall promptly notify the Department, by submittal of a complete and accurate invoice, as to the completion of the specified Work Project authorized by a Task Notice or an amended Task Notice so that inspection of the Work may be made by the Department. If the Work performed is determined by the Department to be defective, deficient or incomplete or that the invoice is not complete or accurate, the Contractor shall correct or complete the Work, at no additional cost to the City, within the timeframe specified in a Notice of Deficiency issued by the Department and promptly notify the Department upon correction or completion of the Work and/or complete and correct the invoice. Upon determining that the Work has been satisfactorily performed and the invoice is complete and accurate, the Department shall submit the invoice for payment as specified under Section 4 of this Agreement.

I. Time is of the Essence: Work Projects are often time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary: 1) in timely reviewing and assessing an issued Task Notice or amended Task Notice; 2) in inspecting the Work Project site(s); 3) in evaluating the Contractor's ability to initiate and complete the Work Project in the manner and within the timeframe specified in the Task Notice or amended Task Notice; 4) in confirming the Work Project Amount specified in the Task Notice or any changes to the Work Project Amount under an amended Task Notice; 5) in responding to the Department of Parks and Recreation as required under this Agreement; 6) in initiating, making good progress, and completing the Work Project, all within the timeframes specified in the Task Notice or amended Task Notice; and 7) in promptly and fully correcting or completing any Work noted in a Notice of Deficiency. Failure or refusal by the Contractor to confirm a Task Notice or amended Task Notice or to initiate, make good progress, or complete Work after receiving a notice to proceed from the Department within the timeframes specified in the Task Notice or the amended Task Notice may result, at the discretion of the Director and with very short notice, in the withdrawal of the Task Notice or amended Task Notice. Flagrant or persistent problems with the Contractor performing obligations as specified herein may result in termination of this Agreement as provided in sub-

section 5.C. below and/or, for failure to perform or substantially perform an issued Task Notice or amended Task Notice within specified timeframes or in accordance with the Task Notice or the amended Task Notice, in the assessment of liquidated damages as provided in sub-section 5.E below. Except as approved by the Director in advance and in writing, the Contractor shall not subcontract with another contractor to perform the Work or assign an issued Task Notice or amended Task Notice to another contractor.

2. METHODS OF WORK:

A. Resources, Personnel, and Time Commitment: The Work shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete the Work in an effective and expeditious manner. This means that, barring unusual and exceptional circumstances, the Contractor shall proceed to do the Work Project at least eight hours a day, Monday through Friday (excluding legal holidays) during the time period specified in the Task Notice. The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. The Work shall be undertaken by workers skilled, proficient, and experienced in the trades required by this Agreement and shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in this Agreement or provided to the Contractor by the City. If the Department reasonably believes that the Work is not proceeding satisfactorily or timely because the Contractor has not utilized an adequate number of qualified and skilled personnel or workers or provided sufficient tools, supplies, equipment, or materials, then the Department may require the Contractor, at no additional cost to the City, to utilize additional qualified and skilled personnel or workers or provide additional tools, supplies, equipment, or materials to perform the Work in a manner reasonably acceptable to the Department.

B. Permits and Licenses: Any Work specified under this Agreement which require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. To the extent that any permit or license is required by a City department or other governmental entity for any work on public property, said permit or license shall be obtained and paid for by the Contractor in advance of performing the Work and shall be complied with in the performance of the Work. The Contractor shall obtain, at its own expense, and maintain all other permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work. The Contractor shall demonstrate, if requested,

what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals.

C. Work Site Conditions: Work sites and nearby locations shall be kept clean and neat. Equipment, vehicles, and materials no longer needed at the site shall be promptly removed from the site, and any such items lawfully stored for use on the site shall be so placed and secured as to protect the public health and safety. All scraps, debris, trash, excess soil, and other waste materials shall be regularly removed and properly disposed of. Disposal in solid waste containers provided by the City is prohibited unless written authorization is obtained.

D. Protection of Property: The Contractor shall assume full responsibility and expense for the protection of all public and private property, including but not limited to structures, street improvements, pathways, irrigation systems, landscaping, water lines, sewers, and other utilities, both above and below ground, at or near the site or sites of the Work or at any other location affected by the prosecution of the Work or the transportation or utilization of workers, equipment, or materials in connection with the Work. The Contractor shall provide, in a timely manner and in advance, written notice to: 1) the City department having charge of any property, right of way, or utility affected by the Work; 2) any utility having charge of any utility affected by the Work; and 3) any private property owner whose property or improvements will be affected by the Work, and shall make all necessary arrangements with such City department, utility, or private property owner for the removal and replacement or the protection of such property. The Contractor shall arrange and obtain any utility locations required by law or necessary to protect utilities or underground facilities on public or private property and shall be liable for any failure to obtain or comply with such utility locations. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City will accept or pay for the Work performed. If the Contractor fails to make such repairs or replacement, the Director may, at the Director's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

E. Safety: The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being fully familiar with and complying with all applicable federal, state, and local laws, ordinances,

rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder (“**Safety Laws**”). The Contractor shall promptly notify the Department in writing of any violations of said Safety Laws, along with copies of any injury reports, and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Safety Laws. The Contractor shall provide and properly locate all necessary protective devices and safety precautions, including warning signs, barricades, or other devices or precautions as required by Safety Laws or the Department. For all operations requiring the placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions. All ladders, scaffolding, or other devices used to reach objects not otherwise accessible, shall be of sound construction, firm and stable and shall be maintained in good, operable condition. All such equipment shall be moved, placed, shifted, and removed from work areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

3. TERM: The term of the Agreement runs from **January 1, 2021 until December 31, 2023** or until the Maximum Contract Amount specified in sub-section 4.A below is expended, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or unless this Agreement is extended as provided in a separate amendment to this Agreement (“**Term**”). If the time needed to complete any Task Notice or amended Task Notice extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Task Notice or amended Task Notice; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in sub-section 4.A below.

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or

guarantee to the Contractor that Task Notices or amended Task Notices with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to the Contractor. Issued Task Notices and amended Task Notices shall not, individually or cumulatively, authorize the performance of Work for which the Work Project Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total Work Project Amount(s) do not exceed the Maximum Contract Amount of this Agreement.

B. Conditions of Payment: Submittal of an approved invoice by the Contractor, as specified in sub-section 1.H. above, shall be a condition precedent to any obligation for the City to make payment for Work performed by the Contractor. Payment shall be for the successful completion of all Work specified under a Task Notice or amended Task Notice. The request for payment submitted by the Contractor must fully document and itemize the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A** and **Exhibit B**. The request for payment shall affirmatively represent that: i) all of the Work specified in the Task Notice or the amended Task Notice has been fully performed and completed and any Deficiency Notice has been satisfied; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of section 13 below have been fully complied with; iii) all rights, title and interests to the materials or improvements provided or installed as the result of this Work have transferred to the City; and iv) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the request for payment is hereby deemed to contain them. The request for payment must be approved by the Director in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any liquidated damages assessed by the Director under sub-section 5.E.2) below and the costs of any repair or replacement of property as specified in sub-section 2.D above. In addition, the City may withhold from payment an amount sufficient to cover any claims, as prescribed by section 38-26-107, C.R.S.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The

Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Amendments: The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement and that any work performed by Contractor beyond that specifically described or allowed under this Agreement or without a fully and properly executed amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

E. Prompt Payment: All invoicing and payments are subject to the City's Prompt Payment Ordinance, Denver Revised Municipal Code ("**D.R.M.C.**") §§ 20-107 through 20-118.

5. TERMINATION & REMEDIES:

A. Termination for Convenience of the City: The Director, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, at the City's sole convenience. To the extent that the Contractor has initiated or completed Work on an issued Task Notice or amended Task Notice for which the Contractor has not yet been compensated in accordance with this Agreement, the Work required under the Task Notice or amended Task Notice shall be completed and such compensation for all such authorized Work shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

B. Termination for Convenience of the Contractor: Provided that the Contractor is not in Breach as provided in sub-section 5.C. below and subject to the survival provision in section 34 below, the Contractor, upon giving ninety (90) calendar days written notice (unless a longer period is stated), may terminate this Agreement. To the extent there is an issued Task Notice or amended Task Notice which will extend beyond the termination date, the Contractor shall fully and faithfully complete the authorized Work Project(s), unless the Director determines (in the Director's discretion) to withdraw the Task Notice or amended Task Notice. The Contractor shall be paid for all authorized and completed Work in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

C. Termination, With Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of this Agreement (“**Breach**”), for which the Director may, at the Director’s option, either terminate this Agreement or withdraw a Task Notice or an amended Task Notice, with cause, upon written notice to the Contractor:

1) The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement or under any Task Notice or amended Task Notice issued under this Agreement, including the due diligence obligations set forth in section 1 of this Agreement or the Work methods under section 2 of this Agreement, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor’s control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, a strike at a manufacturer or supplier for the Work Project, or widespread unavailability of necessary materials or supplies;

2) There is substantial evidence that it has been or will be impossible for the Contractor to perform the Work required due to matters within the Contractor’s control such as voluntary bankruptcy, strikes, boycotts, and labor disputes involving the Contractor’s employees or closure or suspension of operations by regulatory order of a governmental entity or an order of a court due to violations or infractions by the Contractor or the Contractor’s employees;

3) The Contractor has persistently or flagrantly failed to perform the Work or failed to timely perform the Work or to comply with the specifications and requirements as set forth in the Statement of Work in **Exhibit A** to this Agreement;

4) The Contractor has submitted requests for payment under section 4 of this Agreement that are fraudulent or persistently or flagrantly erroneous or misleading;

5) The Contractor has made an assignment or transfer of, or subcontracts, its responsibilities and obligations under this Agreement without obtaining the Director’s written consent or not in conformance with this Agreement;

6) The Contractor fails to obtain, renew, replace, or maintain the insurance coverage required by this Agreement or causes or is at fault for damage to property or injury to persons that is not covered or not adequately covered by insurance and the Contractor fails to remedy the situation to the satisfaction of the Director;

7) The Contractor fails to obtain or properly and timely maintain any financial assurances required by this Agreement;

8) Any lien is filed against City property because of any act or omission of the Contractor and is not timely discharged, unless the Contractor furnishes to the City such bond or other financial assurance reasonably acceptable to the Director to protect the interests of the City;

9) The Contractor has failed to obtain or maintain any required permit or license or has utilized personnel or workers not licensed or registered as required by law;

10) The Contractor has failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;

11) The Contractor has flagrantly or persistently failed or refused to comply with any applicable Safety Laws or fails or refuses to rectify any condition or situation in violation of applicable Safety Laws;

12) The Contractor fails, within three (3) calendar days of being notified, to comply with, or fails to compel its subcontractors to comply with, the prevailing wage requirements or other City ordinances applicable to the type and nature of Work being performed under this Agreement; or

13) The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business.

D. Compensation: Upon termination of this Agreement or withdrawal of a Task Notice or amended Task Notice by the Department, with cause, under sub-section 5.C above, the Contractor shall be compensated for the Work that the Director determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) liquidated damages, if specified under sub-section 5.E below; 2) the costs of releasing any liens or covering any subcontractor or supplier claims related to the Contractor's Work; 3) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work; and/or 4) the costs to repair or replace any damaged

or lost property caused by the Breach. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

E. Remedies:

1) *Termination:* For any termination of this Agreement, with cause, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of the Agreement; b) actual damages or costs caused by the Breach of the Contractor; and c) recovery of costs incurred by the City as a result of the Breach of the Contractor, to the extent not covered in sub-section 5.D. above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any Task Notice or amended Task Notice performed in whole or part by the Contractor. The City and the Contractor understand and agree that the rights of specific performance and to incidental, consequential, or punitive damages have been hereby expressly waived and released by both Parties.

2) *Liquidated Damages:* If the Director determines, for a Breach of this Agreement under sub-section 5.C.1) above, to withdraw an issued Task Notice or amended Task Notice, the Contractor shall be liable to the City for liquidated damages in the amount of two hundred dollars (\$200.00) per day, calculated from the day that the Director issues notice to the Contractor of a Breach under sub-section 5.C.1) through the day that a new Task Notice is issued to another contractor to perform the Work Project which was the subject of the withdrawn Task Notice or amended Task Notice or upon termination of the Task Notice or amended Task Notice, as so determined by the Director. The Contractor and City hereby acknowledges and agrees that it would be impractical and extremely difficult to estimate the damages which the City might incur for said Breach, and that, in the interest of assuring that Task Notices and amended Task Notices are timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of the Agreement or litigation.

6. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the Contractor, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not

impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

7. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform contracted services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor or the Contractor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

8. **INSURANCE:**

A. **General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the

Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. The Contractor's obligations set out in this Section 8 shall survive the expiration or termination of this Agreement.

B. Proof of Insurance: The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability and Automobile Liability, the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers'

Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: The Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Additional Provisions:

(1) For Commercial General Liability, the policy must provide the following:

(i) That this Agreement is an Insured Contract under the policy;

(ii) Defense costs are outside the limits of liability;

(iii) A severability of interests, separation of insureds (no insured vs. insured exclusion); and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) For claims-made coverage, the Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Contractor's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

9. DEFENSE & INDEMNIFICATION:

A. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("**Claims**"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

B. The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

C. The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

10. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101 *et seq.*, C.R.S.

11. FINANCIAL ASSURANCES: Without limiting or waiving any other responsibilities or obligations of the Contractor under this Agreement, the Contractor shall provide a payment and performance bond(s), an irrevocable letter of credit, or other performance guarantees in the amount of Ten Thousand Dollars (\$10,000.00) (the “**Surety**”). Bonds must be substantially in the form specified in **Exhibit D**, which is attached hereto and incorporated herein by reference. The form of letters of credit or other performance guarantees must be acceptable to the City Attorney. The Contractor shall deliver to the Director, prior to the execution of the Agreement, a fully executed Surety which shall provide effective and sufficient financial assurance for the full and faithful performance of the Contractor’s duties and obligations under this Agreement and the payment of bills for labor and materials for the Work, along with appropriate powers of attorney. The Surety must be issued from a surety corporation or bank authorized to do business in the State of Colorado and which is acceptable to the City. Such Surety shall be payable to the City upon demand for the Contractor’s failure to perform as required under this Agreement and/or failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the Work under this Agreement. The Surety shall also assure the repair or replacement of any Work found to be defective or otherwise not in compliance with this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another Surety acceptable to the City during the Term of the Agreement and for a ninety (90) day period after the expiration or termination of this Agreement and any warranty period or other period prescribed by law. Satisfactory proof of renewal or acceptable replacement must be provided to the Director at least sixty (60) days prior to the date of expiration or termination of the Surety. The Contractor’s obligations set out in this paragraph shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination.

12. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES: The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

13. LIENS AND OTHER ENCUMBRANCES: The Contractor shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any worker labor performed or materials or equipment furnished by any person or legal entity to or on behalf of the Contractor, either pursuant to C.R.S. § 38-26-107 or by any other authority. The Contractor shall promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. The Contractor shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Agreement. The Contractor will indemnify and save harmless the City for the extent of any and all payments, interests, and penalties resulting from failure to comply with this section. The Contractor's obligations set out in this section 13 shall survive the expiration or termination of this Agreement.

14. ENVIRONMENTAL COMPLIANCE: The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the Work. The Contractor shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "Hazardous Materials" shall mean asbestos, asbestos-containing materials, and asbestos contaminated soils, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, herbicides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as

defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, state statute counterparts to these federal statutes, any guidelines issued and rules or regulations promulgated pursuant to federal or state statutes, and any other applicable federal or state statute.

15. [RESERVED.]

16. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at the City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

17. ASSIGNMENT & SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without first obtaining the prior written consent of the Director. Any assignment or subcontract approved by the Director may require new or extended surety and insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the Director's written consent. Any assignment or subcontract without the Director's written consent shall be ineffective and void, and will be cause for termination of this Agreement by the City. The Director has the sole and absolute discretion whether to consent to any assignment or subcontract or whether to terminate the Agreement because of unauthorized assignment or subcontract. In the event of any unauthorized

assignment or subcontract: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and assignee or subcontractor.

18. NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. Any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

20. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force of effect unless embodied in a written amendment to this Agreement executed by the Parties in the same manner as this Agreement. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

21. SEVERABILITY: If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

22. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement, and the Contractor shall not hire, or contract for services with, any employee or officer of the City which would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51 *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct that

would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

23. NOTICES & TASK NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requests, or mailed via United States mails, postage prepaid, if to the Contractor, at the address first above written, and if to the City, at:

By Contractor to: Executive Director of Parks and Recreation
 201 West Colfax Avenue, Dept. 601
 Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses as to where or as to whom notices are to be provided. However, these substitutions will not become effective until actual receipt of written notification.

Task Notices and amended Task Notices and related communications and responses may be delivered by means of facsimile transmission or email.

24. DISPUTES: All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by D.R.M.C., § 56-106(b) *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Director.

25. GOVERNING LAW; VENUE; and CONSTRUCTION DEFECTS:

A. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set

out herein by this reference.

B. Compliance with Law: The Contractor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

D. Construction Defects: The Contractor expressly waives all rights and limitations of liability it may have under Part 8 of Article 20 of Title 13 of the Colorado Revised Statutes regarding defects in the Work performed under this Agreement.

26. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

27. MWBE PROCUREMENT GOAL: This Agreement is subject to Article V of Chapter 28 of the D.R.M.C., §§ 28-117 through 28-199 (referred as the “**Goods and Services Ordinance**”) and any Rules or Regulations promulgated pursuant thereto. This Agreement has been assigned a zero percent (0%) goal. Although assigned a 0% goal, the Contractor is obligated to meet reporting and document disclosure requirements under the Goods and Services Ordinance, Rules and Regulations, and as directed by DSBO. If the Contractor identifies MWBE firms to perform this Agreement work as a subcontractor, and retains the MWBE firm(s), then the added participation must be reported to DSBO. The requirements of the Goods and Services Ordinance regarding goal compliance, payment, termination and reporting shall apply if participation is added.

28. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

29. PREVAILING WAGES:

a. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit E** and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised: June 23, 2020.

b. Prevailing wage and fringe rates will adjust on, and only on, the yearly anniversary of the actual date of bid or proposal issuance, if applicable. Unless expressly provided for in this Agreement, the Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

c. The Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

d. The Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

e. The Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

f. If the Contractor fails to pay workers as required by the Prevailing Wage Ordinance, the Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if the Contractor fails to pay required wages and fringe benefits.

30. PAYMENT OF CITY MINIMUM WAGE: The Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

31. CONFIRMATION OF LAWFUL EMPLOYMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "**Certification Ordinance**").

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program

requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8- 17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

32. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions have been prepared by a particular Party.

33. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement shall control.

34. SURVIVAL OF CERTAIN PROVISIONS: The terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations to provide the insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims,

matters, or actions begun within that period. In addition, all obligations for financial assurances, warranties, and title prescribed in this Agreement shall survive as provided in this Agreement.

35. INUREMENT: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

36. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

37. SECTION HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

38. LEGAL AUTHORITY: The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Contractor, hereby warrants and guarantees that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

39. CITY EXECUTION OF AGREEMENT: This Agreement shall not be or become effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver and, if required by Charter, approved by City Council.

40. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURES PAGES FOLLOW]

Contract Control Number: PARKS-202157690-00
Contractor Name: ENVIRONMENTAL TREE CARE LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202157690-00
ENVIRONMENTAL TREE CARE LLC

DocuSigned by:
Kenny Zuber
By: 475C992425A14D6

Name: Kenny Zuber
(please print)

Title: Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A Scope of Work

The contractor shall provide on-call services related to tree maintenance throughout the City, including locations on public rights-of-way and on private property. Emergency services are also included. Services include tree pruning, tree removal, stump removal, stump grinding, filling of stump holes, and/or debris removal on public property, public rights-of-way, including such work as necessary to resolve a violation of the Denver Revised Municipal Code.

A. GENERAL SPECIFICATIONS:

1. Tree and stump maintenance locations are located within public rights-of-way, private property, and public property within the City and County of Denver.
2. The contractor must provide all labor, tools, equipment, and supplies necessary to perform all required services at all designated locations specified in the scope of work.
3. If a crane or other large piece of rental/leased equipment is necessary for completion of the work, written notice, including a cost estimate, must be provided to the City Forester or the City Forester's representative within the Department of Parks and Recreation (the "City Forester"), for consideration in allowing such equipment under proper circumstances and subject to additional restrictions and requirements. **PAYMENT AND/OR REMBURSEMENT FOR A CRANE OR ADDITIONAL LARGE EQUIPMENT WILL BE CONSIDERED ON A CASE-BY-CASE BASIS.**
4. Power Disconnection: The contractor will be required to schedule the required services.
5. All tree pruning and removing practices shall be in accordance with the Best Management Practices of the International Society of Arboriculture (ISA), the current American National Standard Institute (ANSI) *A300 Tree, Shrub, and Other Woody Plant Management—Standard Practices*, and the Occupational Safety and Health Administration (OSHA) as interpreted by the City Forester and current Parks and Recreation Trees and Tree Care rules and regulations. The City Forester has copies for viewing purposes, or to obtain your personal copy of the ANSI documents, write to ANSI, 11 W. 42nd Street, New York, NY 10036. If tree pruning or removal practices are not in accordance with ISA and OSHA standards or to the reasonable satisfaction of the City Forester and/or his/her representative, a Task Notice or amended Task Notice, as provided in the Agreement, may be cancelled and the associated Work Project may be re-assigned to another contractor.
6. The contractor must report any delays due to staffing or equipment shortages to the City Forester and/or his/her authorized representative immediately. If the delay is determined detrimental to the timely performance of any duties, the work, in whole or in part, may be cancelled.
7. Weather-permitting and subject to any time extensions the City Forester and/or his/her representative may grant in writing, the contractor shall complete work no later than the completion date specified on the Task Notice.
8. The contractor is obligated to exercise due diligence in making good progress on the work and completing the work within the specified time frame. If the contractor is unable to perform the work within the allotted time frame, the contractor is obligated to promptly notify the City Forester, and/or his/her authorized representative and the work may be reassigned to another contractor. If the contractor cannot complete the work within the allotted timeframe and the contractor does not have a written discussion with the City Forester, and/or his/her authorized representative, a penalty of 10% of the Task Notice will be enforced.
9. Progress payments are allowable, and the contractor may submit invoices every two (2) weeks.

10. All specifications and requirements are subject to further details or refinements as specified in the contract, task notice, or amended task notice.
11. If tree pruning or removal practices are not in accordance with ISA, ANSI, and OSHA standards or to the reasonable satisfaction of the City Forester and/or his/her representative, a Task Notice or amended Task Notice, as provided in the Agreement, may be cancelled and the associated Work Project may be re-assigned to another contractor.

B. DEFINITIONS:

1. Closed Access: any section of private property that is enclosed by a fence and does not have open unrestricted access to the target tree or is not accessible by aerial lift device without entering private property.
2. Natural prune (cleaning): selective removal of one or more of the following: dead, diseased, crossing / interfering, and broken branches. Remove no more living material than what is necessary to achieve the objective.
3. Natural prune (structural): selective removal of branches to improve tree and branch architecture; strong, properly spaced scaffold branch structure shall be selected and maintained by suppressing or removing other branches; temporary branches shall be retained or reduced as appropriate; interfering, overextended, defective, weak, and poorly attached branches shall be removed.
4. Natural prune (clearance): selective removal of branches to parent stem or reduction to lateral branches to provide a minimum thirteen-foot (13') wide pass-through lane in alleys, raising the crown over the street (13.5') and sidewalk (8.5') in a manner that satisfies the Rules and Regulations for Protection of Trees Upon Public Rights-of-Way and Other Public Places adopted by the Manager of Parks and Recreation under Section 57-19, Denver Revised Municipal Code.
5. Natural prune (hazard reduction): selective removal all, deadwood 2" in diameter or greater. No live branches shall be removed unless in unavoidable circumstances.
6. Open Access: any section of private property that is not enclosed by a fence and has open unrestricted access to the target tree. This may include trees located in fenced area but accessible by aerial lift device to complete work, and debris can be reached by grapple/log loader without entering private property.
7. "Ornamental": any tree suitable for planting under overhead utilities with a mature height of twenty-five (25) feet. Often within the Rose family.
8. "Tree Diameter": measured at Breast Height (DBH), 4.5' (four and one-half feet) above ground. This shall be measured on every tree as follows:
 - a) Upright, fairly-straight trees shall be measured at 4.5' (four and one-half feet) above ground.
 - b) Trees on a slope shall be measured at 4.5' (four and one-half feet) above ground at the midpoint of the trunk.
 - c) Leaning trees shall be measured at 4.5' (four and one-half feet) above ground at the midpoint of the trunk.
 - d) Trees that fork below 4.5' (four and one-half feet) from the ground shall be measured at the narrowest point below the fork.
 - e) Multi-stem trees, which are trees with more than one trunk at 4.5' (four and one-half feet) above ground and originating from a common trunk or common root system, will be measured as follows:
 - i. Each stem will be measured at 4.5' (four and one-half feet) above ground using rules a) - d) above.
 - ii. All diameters will be converted to cross-sectional areas and aggregated to a cumulative cross-sectional area.

- iii. The cumulative cross-sectional area will be used to determine the aggregate DBH measurement for the multi-stem tree.
- iv. All specifications and requirements contained in this Scope of Work are subject to further details or refinements as specified in the Task Notice or amended Task Notice.

C. PRUNING:

1. All tree pruning, and removal practices shall be in accordance with:
 - a) The ISA BMPs;
 - b) The most current revision of ANSI A300 (Part 1);
 - c) Current Parks and Recreation Trees and Tree Care Rules and Regulations as interpreted by the Office of the City Forester.
 - d) All tree pruning and removing practices shall be in accordance with the Best Management Practices of the International Society of Arboriculture (ISA), the current *ANSI A300 Tree, Shrub, and Other Woody Plant Management—Standard Practices*, and the OSHA as interpreted by the City Forester and current Parks and Recreation Trees and Tree Care rules and regulations. The City Forester has copies for viewing purposes, or to obtain your personal copy of the ANSI documents, write to ANSI, 11 W. 42nd Street, New York, NY 10036. If tree pruning or removal practices are not in accordance with ISA and OSHA standards or to the reasonable satisfaction of the City Forester and/or his/her representative, a Task Notice or amended Task Notice, as provided in the Agreement, may be cancelled and the associated Work Project may be re-assigned to another contractor.
2. The pruning work performed on elms shall be “cleaning” and “clearance,” including the removal of all dead and diseased branches and raising the crown over the street and sidewalks in a manner that satisfies the Rules and Regulations for Protection of Trees upon Public Rights-of-Way and other Public Places adopted by the Manager of Parks and Recreation under Section 57-19, Denver Revised Municipal Code.
3. Work associated with American elms while the trees are not dormant is to be considered for safety reasons. The Office of the City Forester is not concerned with Dutch Elm Disease for enforcement purposes.
4. The pruning work performed on non-elm deciduous shall be “cleaning”, “clearance” and “structural,” including the removal of all diseased, dead wood, crossing/interfering live branches, and raising the crown over the street and sidewalks in a manner that satisfies the Rules and Regulations for Protection of Trees Upon Public Rights-of-Way and Other Public Places adopted by the Manager of Parks and Recreation under Section 57-19, Denver Revised Municipal Code.
5. The pruning work performed on all ornamentals shall be “cleaning”, “clearance” and “structural,” including the removal of all diseased, dead wood, crossing/interfering live branches, and raising the crown over the street and sidewalks in a manner that satisfies the Rules and Regulations for Protection of Trees Upon Public Rights-of-Way and Other Public Places adopted by the Manager of Parks and Recreation under Section 57-19, Denver Revised Municipal Code.
6. At no time shall more than 25% (twenty-five percent) of the entire crown be removed without prior permission of the City Forester and/or his/her authorized representative.
7. A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb without cutting into the branch bark ridge or collar or leaving a stub. Flush cuts shall not be made. Prune previously existing stubs; prune interfering and rubbing branches.
8. Prune to provide clearance for regulatory signs, traffic signals, traffic vision, and pedestrian/street lights as directed by the City Forester and/or his/her authorized

representative. Remove no more living material than what is necessary to achieve this objective.

9. Prune dead wood equal to or greater than two inches (2").
10. Prune all broken, hanging, and/or poorly attached limbs equal to or greater than two inches (2") in diameter.
11. Prune all interfering and rubbing branches equal to or greater than two inches (2") in diameter.
12. Prune obviously hazardous live limbs that are equal to or greater than two inches (2") in diameter.
13. No tree shall be cut back in such a manner that its health or eventual safety will be impaired, except in the process of tree removal or emergency relief of an immediate danger to persons or property. Any such emergency procedures must be reported promptly to the City Forester and/or his/her authorized representative with plans for completion or follow-up work submitted for approval.
14. Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants.
15. Large limb removal shall be made by using at least three-cut method.
16. When tree pruning cuts are made to a side limb, such remaining limb must possess a basal thickness of at least one-third (1/3) of the diameter of the wound so affected. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce woody growth capable of sealing the pruning wound so affected within a reasonable period of time.
17. Final tree pruning cuts shall be made outside of the Branch Bark Ridge and outside of the Branch Collar. Flush cuts shall not be made, and stubs shall be removed.
18. All tools must be in clean, safe and proper working order, and insect and disease-free before working in a tree under a City pruning contract. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected after each pruning cut and prior to the next use of the tool.
19. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited and shall result in termination of the contract and revocation of any applicable licensure.
20. Workers should be aware of regulations, and modify work procedures as appropriate to avoid disturbing, injuring or killing protected wildlife.

D. ADDITIONAL GENERAL REQUIREMENTS:

1. The contractor shall immediately and properly disinfect all tools used on a tree known to contain an infectious tree disease or known to be susceptible to infectious diseases.
2. The contractor shall inspect and promptly report any concerning cracks, cavities, and/or areas of decay in scaffold and parent branches to the City Forester and/or his/her authorized representative for possible corrective action.
3. The contractor shall chip, de-bark, and/or haul all diseased or infested wood with the bark attached to the Denver-Arapahoe Disposal Site. Stockpiling diseased or infested wood with the bark attached is prohibited in the City and County of Denver.
4. Affixing and installing any metal material or any other substance foreign to the natural structure of a trees shall only be done after written permission from the City Forester and/or his/her authorized representative is obtained. EXCEPTION: During a tree removal, rigging devices may be attached to the tree, if so desired, to allow for easier or safer removal of the tree.
5. All work on City property shall be performed in compliance with all applicable Federal, State, and Local laws, ordinances, statutes, rules and regulations including City and County of Denver Parks and Recreation regulations.

6. The contractor will follow lowest impact (to natural resources, agricultural resources, and recreational resources) methods of access and application while accessing City parks, including the least amount of vehicle use required on site. Any changes in scheduled activities must be arranged through the City Forester and/or his/her authorized representative. The pre-approval will be in the form of a fully executed task notice which will also set forth the agreed-upon job details, timing, and all costs.
7. The CONTRACTOR SHALL comply with The State REGULATIONS PERTAINING TO SOLID WASTE SITES AND FACILITIES (6 CCR 1007-2, PART 1), Section 5.5 Management of Regulated Asbestos-Contaminated Soil (RACS) at all times any construction debris is generated from soils disturbing activities from the scope of this project. Once construction debris is visually noted, it must be evaluated by a Certified Asbestos Building Inspector per the State regulation for compliance to the protocols. Contact Steve Gonzales, Denver Environmental Health (720-865-5447) for clarification regarding this CCD requirement.
ANY FILL MATERIAL OR SOILS TO BE MOVED TO AND PLACED ON CITY-OWNED PROPERTY OR PLACED ON REAL PROPERTY TO BE TRANSFERRED TO THE CITY MUST BE FREE OF KNOWN CONTAMINATION (OBSERVED AND DOCUMENTED OR PREVIOUSLY DOCUMENTED) AND BE ACCEPTABLE FOR UNRESTRICTED RESIDENTIAL USE. CONTACT DAVE ERICKSON, DENVER ENVIRONMENTAL HEALTH (720-865-5433) FOR CLARIFICATION, IF NEEDED, REGARDING THIS CCD REQUIREMENT. Delays due to asbestos contamination must be reported to the City Forester immediately.

E. PERSONNEL:

1. All workers assigned by the contractor for servicing a City job shall be adequately and properly trained to perform their work properly and safely.
2. All personnel shall wear a company-identifying uniform, or clothing with a company logo clearly visible.
3. A qualified supervisor or foreman shall be present at the site when work is being performed. At least one (1) member of the on-site team must be able to communicate questions or concerns from the City Forester representative and/or property owners.
4. The contractor is responsible for supplying equipment and staff capable of completing work in a safe and efficient manner.

F. SAFETY:

1. The contractor shall be responsible for being fully familiar with and conforming to the requirements and guidelines set forth by the OSHA and any regulations or directives adopted there under (i.e. ANSI).
2. The contractor must ensure that there are no severed or partially cut limbs still in the trees prior to leaving the site.
3. Whenever larger tree sections are being cut in a tree that may endanger the public or property, such materials shall be secured by ropes and lowered safely in a controlled manner.
4. Affixing and installing any metal material or any other substance foreign to the natural structure of a tree shall only be performed after written permission from the City Forester. EXCEPTION: During a tree removal, devices may be attached to the tree, if so desired, to allow an easier or safer way to remove the tree.
5. Any injury to person or damage to any improvement, vehicle, tree, or structure located upon or underneath any PUBLIC RIGHT-OF-WAY OR PRIVATE STREET shall be promptly reported to the City Forester and arrangement made to make restitution or repairs. Any injury to person or damage to any improvement, vehicle, tree, or structure

located upon or underneath PRIVATE PROPERTY shall be promptly reported to the City Forester and to the property owner, and arrangements made to make restitution or repairs. It is the responsibility of the contractor to communicate with the responsible party to correct mistakes. If the contractor fails to act promptly, the City may seek recovery of losses, damages, and costs from the contractor's insurance company. The City reserves the right to withhold a portion or the entire payment until the contractor can provide proof that restitution or repairs have been made.

6. In situations where wildlife prevents work from being performed:
 - a) Honeybees – It is the intention of the City to make reasonable efforts to salvage honeybee hives where possible. If honeybee hive salvage may be possible, the City will contract for hive removal but may require assistance from the contractor in the salvage process.
 - b) Other stinging/biting insects – Contractor responsibility.
 - c) Migratory nesting birds – follow the Federal Migratory Bird Treaty Act and the Endangered Species Act.
 - d) Other – May be considered on case-by-case basis.

G. EQUIPMENT:

The contractor's business name and phone number shall be posted in letters and numbers not less than two (2") inches in height, on a contrasting background, on the two (2) sides of ALL vehicles, trailers, self-propelled, drawn, or towed equipment operated by the contractor for use in any City work. The business name, address and phone number, or business name and phone number must be visible and readable from a distance of at least 60 (sixty) feet. Failure to post aforementioned signage on vehicles and equipment can be grounds for agreement termination and license revocation, if applicable.

H. COMPLETION SCHEDULE:

Work shall be completed no later than the completion date specified in the Task Notice or amended Task Notice, weather-permitting and subject to any time extensions that the City Forester may grant in writing. The standard completion date will be twenty-one (21) calendar days from the date of request for contract services with a faster completion time of seven (7) calendar days for infected/infested trees and emergencies to be completed same day with exceptions as noted in Section 3.E., Emergency Tree Maintenance Services.

The contractor is obligated to exercise due diligence in making good progress on the work and within the specified time period. If the contractor is unable to perform the work within the timeframe allotted, the contractor is obligated to promptly notify the City Forester and the work may be re-assigned to another contractor. If the contractor cannot complete the work within the allotted timeframe and the contractor does not have a written discussion with the City Forester, and/or his/her authorized representative, a penalty of 10% of the Task Notice will be enforced.

I. INVOICING:

1. Each completed work assignment shall be invoiced separately with the Task Notice number and the address of the maintenance specified in the subject of the email.
2. All work invoicing shall be submitted no later than twenty-one (21) calendar days after the completion of the Task Notice and/or emergency work. All invoice resubmissions shall be submitted within seven (7) calendar days of the resubmission request.
3. Invoices shall be submitted via email to forestrytasknotice@denvergov.org.
 - a) For Task Notice invoices: subject line shall contain the Task Notice number and address of work.

- b) For emergency work invoices: subject line shall contain address of work at a minimum; if Task Number is known see 3.a.
- c) Body of invoice must contain at a minimum:
 - Task Notice number if known
 - Address of work
 - Work completed at location
 - Date of completion
 - Total price

J. LICENSES AND PERMITS:

1. The contractor must possess a general tree care license with the City issued by the Director of Excise and Licenses. Licenses must be retained throughout the life of the contract; failure to do so may result in the termination of the contract. The contractor shall maintain a current copy of its tree service license on file with the City and County of Denver in the Forestry division. If the license holder leaves the employment of the contractor for any reason, the company has two (2) business days to report it. The company will be given five business days to set up a new licensee. An extension will be given, at the discretion of the City Forester, if the contractor is working with the Office of the City Forester to obtain a licensee.
2. The contractor is responsible for obtaining all required permits and paying any costs associated with these permits before commencing work. The City Forester's permits include removing, injecting, and planting trees in the public right-of-way or other City property. Street occupancy, lane/street closure permits, and rules associated with street/traffic permits can be obtained through the Denver Department of Public Works-Traffic Division. A breakdown of current permits required, and fees are listed as follows (note all fees are subject to change over time):
 - a) Forestry Tree Work Permits: Free (required for all licensed contractors)
 - b) Park Access Permits: Free
 - c) Public Works Annual Equipment Fee: \$50/piece of equipment (required for all licensed contractors)
 - d) Public Works Street Occupancy Fees:
 - i. One-time \$50 annual fee (required for all licensed contractors)
 - ii. Additional job-related street occupancy permit fees are waived for Forestry issued work orders
 - e) Traffic Control Plans and Barricades: The contractor must follow requirements of Public Works for obtaining permits and providing traffic plans to receive street occupancy permits. The contractor will be allowed to use the City's current contractor for traffic control plans and barricades for Office of the City Forester issued Task Notices and amended Task Notices.

K. BARRICADES AND TRAFFIC CONTROL PLANS:

1. The contractor is allowed to use of the City and County of Denver's current contractor for traffic control plans and barricades for Task Notices.
2. The contractor will furnish and place adequate barricades, warning devices, and signage necessary for the safety of persons and vehicles. Rules from the Denver Department of Public Works--Traffic Division must be followed, as well as the Colorado State Highway Department regulations.
3. The contractor shall ensure street and sidewalk warning devices shall be in position as required when work is being performed on trees near streets.

4. The contractor shall ensure at least one responsible tree worker shall coordinate safe operations on the ground when work is in progress or possible hazards exist. Pedestrian and vehicles shall be allowed to pass through the work areas under condition of safety and with as little inconvenience and delay as possible.

L. CLEAN-UP:

1. Clean-up of branches, logs, or any other debris resulting from any tree service operation shall be promptly and completely accomplished by the end of the working day on all trees, unless otherwise specified by the Task Notice or amended Task Notice.
2. Tree debris shall be disposed of in an appropriate manner. The work area shall be kept safe at all times until the clean-up operation is completed. Under no condition shall the accumulation of bushes, limbs, logs, or other debris be allowed upon a public street right-of-way that may result in a public hazard.
3. As specified by the Task Notice or amended Task Notice, infected or infested wood shall be chipped, de-barked, or hauled to a landfill for burial the same day as its removal. Infected or infested wood with the bark attached shall not be stockpiled, either within the City and County of Denver or elsewhere.
4. All wood regulated under State quarantine must be processed per the guidelines established by the Colorado Department of Agriculture to prevent the spread of the controlled insect or disease.
5. Contractor will be held responsible for the cost of full cleanup of any chemical spills and the proper disposal of all containers, spill material and clean-up material.

M. DISPOSAL:

1. Contractor shall process all wood regulated under State quarantine per Colorado Department of Agriculture guidelines to prevent the spread of the controlled insect or disease.
2. Executive Order No. 115 regarding the Required Use of Denver-Arapahoe Disposal Site (Landfill) (DADS) and City Memorandum 115A shall be applicable to disposal of diseased biomass. Contractor shall deliver all non-diseased biomass to a recycling facility.
3. The City will not reimburse for dump fees at any location, including Denver-Arapahoe Disposal Site (Landfill) (DADS) and recycling facilities. The contractor may not claim any disposal fees on invoices to the City.
4. The contractor will be held responsible for the cost of full clean-up of any chemical spills and the proper disposal of all containers, spill material, and clean-up material.

Technical Specifications

A. TREE PRUNING ON PUBLIC RIGHT-OF-WAYS, PUBLIC PROPERTY, AND PRIVATE PROPERTY

These specifications relate to the following pricing items:

- 1 – Public right-of-way tree pruning
 - 2 – Private property tree pruning – open access
 - 3 – Private property tree pruning – closed access
1. Trees will be classified by size with larger and smaller trees having a standard price differential applied by the percentages listed below:
 - a) Trees with a DBH less than 15 inches will have a reduced-price rate of the Standard Rate -30%

- b) Trees with a DBH between 15-25 inches will be the Standard Rate submitted
 - c) Trees with a DBH greater than 25 inches will have an increased price rate of the Standard Rate +30%
2. Private property shall be divided between Open Access and Closed Access areas.
 - a) Open Access shall mean any section of private property that is not enclosed by a fence and has open unrestricted access to the target tree.
 - b) Closed Access shall mean any section of private property that is enclosed by a fence and does not have open unrestricted access to the target tree.
 3. As the Office of the City Forester performs Level 1 tree evaluations and is limited to ground surveys, there may be times when the Office of the City Forester relies on the contractor or the contractor finds a need to perform more work than assigned to remediate a safety issue due to tree's health and/or structure. In these cases, the contractor shall contact the Office of the City Forester at the time the issue(s) are discovered for instruction on how to proceed. These issues may include, but are not limited to:
 - a) Task Notice sent for prune work and the contractor finds tree has less living tissue than can sufficiently support long-term health of the tree.
 - b) The contractor finds structural issue that necessitates the removal of limb equal to or larger than six (6) inches.
 - c) The contractor finds structural issue(s) that necessitates the removal of tree(s).
 4. As specified by the Task Notice or amended Task Notice, infected or infested wood shall be chipped, de-barked, or hauled to a landfill for burial the same day as its removal. Infected or infested wood with the bark attached shall not be stockpiled, either within the City and County of Denver or elsewhere.
 5. Adjustments to private property shall be the responsibility of the contractor to ensure items are replaced in the condition as found (i.e. fences, furniture, planters, toys, etc.). The contractor shall not charge the City or property owner for this type of work. It is advisable of the contractor to take digital pictures of work zone if prior damage exists to provide protection from property owner claims of damage. Photos shall be sent to forestrytasknotice@denvergov.org prior to work commencing. In the subject line of the email, include the Task Notice number if known, address of work, and words "prior site damage".
 6. The following examples are typical of work to be performed on each tree contracted:
 - a) Prune deadwood equal to or greater than 2 inches.
 - b) Prune broken, hanging, and poorly attached limbs equal to or greater than 1 inch in diameter.
 - c) Prune existing stubs that have not compartmentalized.
 - d) Prune interfering and rubbing branches equal to or greater than 2 inches or those that have obvious defects that compromise structural integrity.
 - e) Prune obviously hazardous live limbs that are equal to or greater than 2 inches in diameter.
 - f) Prune to provide clearance for streets, sidewalks, regulatory signs, traffic signals, traffic vision, and pedestrian/street lights as directed by the City Forester.
 - g) If more than 25% of the live canopy needs removal, the City Forester must be contacted before proceeding.
 - h) Cavities:
 - i. The contractor shall notify the City Forester upon discovery of trees with extensive internal decay that could compromise the structural integrity of trees being pruned when not removing the portion of tree containing said cavity/ies.

- ii. A cavity assessment form, provided by the City Forester, shall be completed by the contractor and will focus on a visual assessment / non-invasive measurements to document the affected area.

B. TREE REMOVALS ON PUBLIC RIGHTS-OF-WAY AND PUBLIC PROPERTY

These specifications relate to the following pricing item:

- 4 – Public right-of-way tree removal
1. Trees will be classified by size with larger and smaller trees having a standard price differential applied by the percentages listed below:
 - a) Trees with a DBH less than 15 inches will have a reduced-price rate of the Standard Rate -30%
 - b) Trees with a DBH between 15-25 inches will be the Standard Rate submitted
 - c) Trees with a DBH greater than 25 inches will have an increased price rate of the Standard Rate +30%
 2. As specified by Task Notice or amended Task Notice, infected or infested wood shall be chipped, de-barked, or hauled to a landfill for burial the same day as its removal. Infected or infested wood with the bark attached shall not be stockpiled, either within the City and County of Denver or elsewhere.
 3. Trees shall be removed in such a manner as to cause no damage or injury to people, property, animals, or other living plants.
 4. All trees on the public right-of-way, designated for removal shall be removed in such a manner so that all parts of the remaining stumps will be at least 12 (twelve) inches below the surrounding ground level unless otherwise provided in writing by the City Forester. Exposed or visible roots extending from the base of all stumps shall be removed with the stump.
 5. The contractor shall be responsible for all utility locates prior to any excavation.
 6. Exposed or visible surface roots extending from the base of all stumps shall be removed.
 7. The City Forester may consider seeking miscellaneous prices for stumps with extra-large/unusual root flares or surface roots that create extreme challenges due to size, length, and/or site restrictions. The contractor must demonstrate through clear and convincing evidence that the stump creates extreme challenges.
 8. Excavation, divots, or ruts resulting from tree or stump removal must be promptly filled in, up to the surrounding soil grade, with clean earth fill. The fill must be free of excessive debris and compacted to minimize settling. All fill material is subject to acceptance by the City Forester.
 9. Wood debris from the stump grinding process shall be removed from the stump hole. Work will be considered complete when all wood, debris, and stumps are removed from the public right-of-way/public property.

C. TREE REMOVAL ON PRIVATE PROPERTY

These specifications relate to the following pricing items:

- 5 – Private property tree removal – open access
 - 6 – Private property tree removal – closed access
1. Trees will be classified by size with larger and smaller trees having a standard price differential applied by the percentages listed below:

- a) Trees with a DBH less than 15 inches will have a reduced-price rate of the Standard Rate -30%
 - b) Trees with a DBH between 15-25 inches will be the Standard Rate submitted
 - c) Trees with a DBH greater than 25 inches will have an increased price rate of the Standard Rate +30%
2. Private property shall be divided between Open Access and Closed Access areas.
 - a) Open Access shall mean any section of private property that is not enclosed by a fence and has open unrestricted access to the target tree.
 - b) Closed Access shall mean any section of private property that is enclosed by a fence and does not have open unrestricted access to the target tree.
 3. The City Forester may consider seeking miscellaneous prices for the removal of trees with a DBH greater than 40 inches that are located in Closed Access areas that create extreme challenges due to size and site restrictions. The contractor must demonstrate through clear and convincing evidence that the tree creates extreme challenges.
 4. As specified by the Task Notice or amended Task Notice, infected or infested wood shall be chipped, de-barked, or hauled to a landfill for burial the same day as its removal. Infected or infested wood with the bark attached shall not be stockpiled, either within the City and County of Denver or elsewhere.
 5. Should a power disconnect/loop drop be required, the contractor must have authorization from the property owner and inform the Office of the City Forester of the need for the power disconnect. Once authorized, the contractor is responsible for informing the property owner of the need and to agree upon a date for scheduling the power disconnect/loop drop. Neither the City, nor the contractor will be responsible for costs associated with power disconnect/loop drops.
 6. Trees on private property shall be removed leaving a stump six (6) inches or less in height unless other arrangements are made with City Forester.

D. REMOVAL OF EXISTING STUMPS LOCATED IN THE PUBLIC RIGHT-OF-WAY, IN PARKS, OR ON OTHER CITY PROPERTY

These specifications relate to the following pricing item:

- 7 – Stump removal on public right-of-way
1. All stumps on the public right-of-way designated for removal shall be removed in such a manner that all parts of the remaining stumps will be at least 12 (twelve) inches below the surrounding ground level unless otherwise provided in writing by the City Forester.
 2. The contractor shall be responsible for all utility locates prior to any excavation.
 3. Exposed or visible surface roots extending from the base of all stumps shall be removed.
 4. The City Forester may consider seeking miscellaneous prices for stumps with extra-large/unusual root flares or surface roots that create extreme challenges due to size, length, and/or site restrictions. The contractor must demonstrate through clear and convincing evidence that the stump creates extreme challenges.
 5. Excavation, divots, and/or ruts resulting from tree or stump removal must be promptly filled in, up to the surrounding soil grade, with clean earth fill. The fill must be free of excessive debris and compacted to minimize settling. All fill material is subject to acceptance by the City Forester or the City Forester's representative.
 6. Wood debris from the stump grinding process shall be removed from the stump hole and replace with clean fill.

E. EMERGENCY TREE MAINTENANCE SERVICES

These specifications relate to the following pricing items:

- 8 – Standard emergency services hour
- 9 - After hours emergency services hour
- 10 - Additional Personnel
- 11 – Additional Grapple Truck
- 12 – Additional Chipper/Chip Truck

1. The name and phone number of the individual(s) to contact for emergency service shall be furnished to the City. Two (2) phone numbers are required - one for the primary person and one for the backup person. If at any point during the contract's duration the contact(s) for emergency service must change, the contractor is responsible for notifying the City Forester's representative with replacement contact(s).

This service requires a live telephone answering service with the capability of immediately contacting operating personnel at all times, 24 hours per day, 365 calendar days per year. Recorded telephone answering service is not acceptable.

2. Standard emergency tree maintenance work hours shall be defined as 6:30 a.m. until 6:00 p.m. Monday through Friday. After-hours emergency tree maintenance work hours shall be defined as the hours of 6:00 p.m. until 6:30 a.m., and on Saturday/Sunday or City and County of Denver government observed holidays.
 - a) *Example of continuation:* If the contractor responds to an emergency and work continues after 6:00 p.m., the contractor shall not receive the after-hours rate, unless the majority of the work occurs after 6:00 p.m. and these emergencies will be considered on a case-by-case basis.
 - b) *Example multiple assigned emergency list:* The contractor is assigned multiple emergencies, completes three before 6:00 p.m. and two after 6:00 p.m. The contractor can invoice the two emergency jobs completed after 6:00 p.m. at the after-hours rate as long as the majority of the work was completed after 6:00 p.m.
3. A Standard Emergency Hour shall include a three-person crew, a grapple/log loader vehicle, and an aerial lift bucket truck. This will be considered the minimum requirement for response to emergency calls. This Emergency Hour will be the baseline for the per hour charge for emergency response. Additional rates for personnel and equipment will be in section 4 of the pricing chart.
4. The City Forester will administer after-hours contracts with Public Works, Park Rangers, and Police Dispatch, when the arterial and collector public rights-of way are obstructed by tree debris, impeding safety vehicles. Public rights-of-way includes streets, sidewalks, and alleys, will be dealt with by the Office of the City Forester on the next business day. During emergency events, the City Forester reserves the right to contact other licensed tree companies if necessary to maintain clear streets and to protect public safety.
5. Immediate response is required for emergency services. If the contractor cannot respond immediately due to leaving an unsafe situation at current location, the contractor must contact the Office of the City Forester to inform of the estimated time of arrival (ETA). If this is not an acceptable ETA to the City Forester, another contractor may be assigned.
 - a) If the contractor cannot locate emergency as assigned/described, the contractor must call the person/agency that assigned the emergency. If emergency work assigned is not completed due to inability to locate the emergency, the contractor must call the Office of the City Forester to inform of the status.

- b) Roads or alleys are to be cleared/safety situations to be addressed on the calendar day assigned unless unsafe to do so. The contractor must inform the Office of the City Forester in those cases, and when the contractor will return to the site.
6. Work is considered complete when all wood and debris are cleaned up from the public right-of-way/public property (the contractor shall only remove debris from private property with specific request from the City Forester), tears and break-out locations have been properly pruned (required when aerial/climb crew is required to remediate emergency), and imminent hazards have been properly addressed. If necessary due to safety reasons or necessity of working through assigned multiple emergency jobs, the contractor will be allowed to return to the emergency location to pick up remaining debris no later than five (5) calendar days after doing the emergency clearance. All debris shall be condensed to the smallest area possible and safety warning devices shall be placed around the perimeter. If the debris is not picked up within the five (5) calendar day period, the contractor will not be paid for the emergency job. The contractor shall invoice the Standard Emergency Hour rate for return trips for follow-up on emergency work.
 7. The contractor will be required to complete an emergency log provided by the City Forester for each emergency response. **Billable time will start when the crew departs for the emergency and end when the crew has cleaned up the site, ready to leave the site.** The emergency log will document various information including starting point for travel time, equipment used, and time working on site. The City Forester must ensure fair charges are submitted in all cases. A minimum charge of one hour will be allowed for responses that are less than one hour, unless the contractor is clearing a list of multiple assigned emergencies, then actual time per job shall be submitted.

The contractor shall be required to submit digital pictures of each emergency responded to. Pictures shall be of the emergency upon arrival and after work is completed. The pictures shall show the tree issue and a reference of location where the emergency occurred, such as a house or address on curb, any damage caused by the emergency/failure, etc.

The contractor shall submit the completed emergency log for each emergency assigned, including digital pictures of before and after work is completed, via email to forestrytasknotice@denvergov.org. The email subject line should contain the address where work occurred and Task Notice number if known. The contractor shall submit emergency work invoices within one (1) week, if not sooner, of completion of emergency work.

8. If a contractor is given multiple locations to respond to during one call, the contractor is expected to clear the list consecutively. Invoices for this work shall be submitted within two (2) calendar weeks of completion of work (refer to Section 2.H.).
9. During a major storm event, the contractor will be expected to respond to multiple locations consecutively. The priority in these situations will be opening arterial streets and/or collector streets for traffic emergency vehicles as quickly as possible. In this situation the contractor may need to clear the right-of-way by piling debris to the side of the roadway with plans to return to finish clean-up once streets are open. All debris shall be condensed to the smallest area possible and safety warning devices shall be placed around the perimeter.
10. Reimbursement for any exceptionally large pieces of equipment needed (i.e. crane) will be considered on a case-by-case situation.

F. DEBRIS REMOVAL:

These specifications relate to the following pricing item:

- 13 – Debris removal services

The City may require the assistance of the contractor to remove large quantities of debris or large sized debris using grapple or log loader type of equipment to allow the safe use of the Public right-of-way. This work may also be assigned as an emergency and emergency criteria would apply.

G. MISCELLANEOUS SERVICES:

The City may request quotes for specific work projects not covered under the Technical Specifications above. Examples when miscellaneous proposals may be requested include:

1. The removal of trees that have previously been topped/large portion of canopy removed.
2. Clearance pruning work; i.e. pruning to increase visibility of site triangle, pruning to eliminate obstruction of public right-of-way such as a sidewalk, stop sign, or alley, etc.
3. Minor pruning work; i.e. specific direction on pruning or removal of one or two branches on a tree or a utility such as a street light (not an energized wire to a street light).
4. Removal of stumps with extra-large/unusual root flares or surface roots that create extreme challenges due to size, length, and/or site restrictions.
5. The pruning/removals of trees located on City and County of Denver properties and public spaces.
6. Performance under this contract to service other City and County of Denver agencies, as needed.

EXHIBIT B

ATTACHMENT 1 Schedule of Billing Rates

Proposers have the option to bid on one, multiple/any combination of, or all services.
Make sure to consult prevailing wage rates in **Attachment 7**.

Contractor: ENVIRONMENTAL TREE CARE

Provide one copy for the prime contractor as well as each subcontractor (as applicable).

TREE PRUNING (Section 3.A)			
Item Number	RFP Page Numbers	Item	Price per Inch at DBH
1	12-14	Pruning on Public Right-of-Way and Public Property	\$ <u>16.80</u>
2	12-14	Pruning on Private Property - Open Access	\$ <u>17.80</u>
3	12-14	Pruning on Private Property - Closed Access	\$ <u>19.80</u>

TREE REMOVALS (Sections 3.B and 3.C)			
Item Number	RFP Page Numbers	Item	Price per Inch at DBH
4	14	Removal on Public Right-of-Way	\$ <u>39.25</u>
5	14-15	Removal on Private Property - Open Access	\$ <u>39.25</u>
6	14-15	Removal on Private Property - Closed Access	\$ <u>46.75</u>

STUMP REMOVALS (Section 3.D)			
Item Number	RFP Page Numbers	Item	Price per Diameter Inch at 6 Inches Above Surface
7	15	Removal of existing un-permitted stumps located on Public Right-of-Way	\$ <u>8.25</u>

ATTACHMENT 1 (continued) Schedule of Billing Rates

Contractor: ENVIRONMENTAL Tree Care

EMERGENCY SERVICES (Section 3.E)			
Item Number	RFP Page Numbers	Item	Price per Hour
8	16-17	Emergency Services – Standard Hours (between hours of 6:30 am and 6:00 pm for a 3-man crew, a bucket truck, and a grapple truck)	\$ <u>400.00</u>
9	16-17	Emergency Services – After Hours (between hours of 6:00 pm and 6:30 am for a 3-man crew, a bucket truck, and a grapple truck)	\$ <u>450.00</u>
10	16-17	Additional personnel for emergencies, if approved	\$ <u>100.00</u>
11	16-17	Additional grapple truck for emergencies, if approved	\$ <u>350.00</u>
12	16-17	Additional chipper/chip truck for emergencies, if approved	\$ <u>150.00</u>

DEBRIS REMOVALS (Section 3.F)			
Item Number	RFP Page Numbers	Item	Price per Hour
13	18	Debris removal services	\$ <u>350.00</u>

EXHIBIT D

Bond Number: GRCO48969

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PARKS & RECREATION****PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ^{Environmental} Tree Care LLC, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Granite Re, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 2021, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the work and obligations of **CONTRACT NO. _____, [ON-CALL TREE MAINTENANCE SERVICES]**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

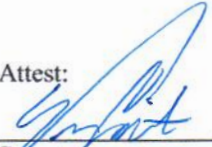
PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

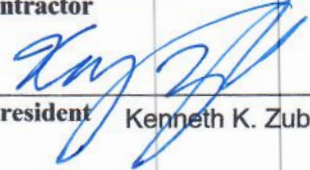
PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

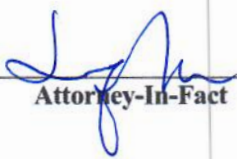
PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 25th day of January, 2021.

Attest:  1-27-2021
Secretary

Environmental Tree Care, LLC
Contractor
By: 
President Kenneth K. Zuber

Granite Re, Inc.
Surety
By: 
Attorney-In-Fact Jennifer Naber

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:
Attorney for the City and County of Denver

signature will be provided at a later date
and incorporated by reference
By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

signature will be provided at a later date
and incorporated by reference
By: _____
Michael B. Hancock
MAYOR

signature will be provided at a later date
and incorporated by reference
By: _____
ALLEGRA "HAPPY" HAYNES
MANAGER OF THE DENVER DEPT.
OF PARKS & RECREATION



TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: Ryland Feno, OHR Compensation and Classification

DATE: December 19, 2019

SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 149
Publication Date: December 19, 2019
(12 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

APPLIANCE MECHANIC**Effective Date:** 05-16-19

Last Revision: 06-07-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Appliance Mechanic	\$23.21	\$7.16

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

BUILDING ENGINEER**Effective Date:** 08-15-19

Last Revision: 04-05-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$29.55	\$7.89

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs I tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

CONVEYANCE SYSTEM MAINTENANCE SERIES**Effective Date:** 09-19-19

Last Revision: 09-20-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$24.44	\$7.36
Machinery Maintenance Mechanic	\$27.36	\$7.70
Controls System Technician	\$30.33	\$8.04

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The MMM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

Note: Incumbents must possess an Electrician's license when work warrants.

CUSTODIANS**Effective Date:** 12-19-19Last Revision: **01-17-19**

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$15.98	\$6.53 (Single) \$9.71 (Children) \$10.41 (2-party) \$13.59 (Family)
Custodian II	\$16.33	\$6.59 (Single) \$9.76 (Children) \$10.47 (2-party) \$13.65 (Family)

Benefits and Overtime

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.23) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS**Effective Date:** 06-20-19

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$14.04	\$6.10
Electrician	\$28.41	\$7.76
Mechanic	\$24.26	\$7.28
Pipefitter	\$25.62	\$7.44
Rig/Drill Operator	\$22.29	\$7.05
Truck Driver	\$22.95	\$7.13

Heavy Equipment Mechanic

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

Pipefitter

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

Well Driller

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

Laborer

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

Truckdriver

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon [Building Wage Determination](#).

FINISHER & JOURNEYMAN

TILE, MARBLE AND TERRAZZO

Effective Date: 06-20-19

Last Revision: 09-20-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Finisher	\$25.01	\$10.06
Journeyman	\$31.21	\$10.12

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 07-19-19

Last Revision: 09-20-18

*OHR pulled the wages in July of 2019 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$19.74	\$6.76

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

FUEL HANDLER SERIES**Effective Date:** 10-17-19

Last Revision: 11-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fuel Distribution System Operator	\$23.41	\$7.18
Lead Fuel Distribution System Operator	\$24.48	\$7.36
Fuel Distribution System Mechanic	\$30.74	\$8.09
Lead Fuel Distribution System Mechanic	\$32.14	\$8.25

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

Fuel Distribution System Operator

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

Lead Fuel Distribution System Operator

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Operator classification.

Fuel Distribution System Mechanic

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 10-17-19

Last Revision: 11-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$17.36	\$6.54
Furniture Driver/Packer	\$17.66	\$6.58
Lead Furniture Mover	\$18.46	\$6.67

GLYCOL FACILITY**Effective Date:** 06-20-19

Last Revision: 06-07-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$27.64	\$7.67
Maintenance Mechanic	\$27.46	\$7.65
Glycol Plant Specialist	\$17.36	\$6.48

De-icing Facility Operator

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

Maintenance Mechanic

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

Glycol Plant Specialist/Material Handling Laborer

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

PARKING ELECTRONICS TECHNICIAN**Effective Date: 10-17-19**

Last Revision: 11-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$24.85	\$7.41

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control to minimize repair problems and meet manufacturers' specifications.

PEST CONTROLLER**Effective Date: 07-19-19**

Last Revision: 09-20-18

*OHR pulled the wages in July of 2019 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Pest Controller	\$20.41	\$6.84

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license

QUALITY CONTROL & ASSURANCE TECHNICIAN**Effective Date: 05-16-19**

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Quality Control & Assurance Technician	\$23.85	\$7.23

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and waste water discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

SIGN ERECTOR**Effective Date: 03-15-18**

Last Revision: 10-15-10

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Sign Erector	\$23.82	\$7.16

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws. or nails sign panels to sign post or frame. Replaces or repairs damaged or worn

signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

TRANSIT TECHNICIANS

Effective 1-18-2018, the Transit Technician classification series and associated wages will no longer be published because these classifications are not being used at this time.

TREE TRIMMERS

Effective Date: 09-19-19

Last Revision: **09-20-18**

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$20.55	\$6.91

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples from diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipment.

WINDOW CLEANER

Effective Date: 12-19-19

Last Revision: 11-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$26.64	\$9.73 (Single) \$12.91 (Children) \$13.62 (2-party) \$16.80 (Family)

Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.
Note:	The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family

rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”