

CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (the “**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 municipal corporation of the State of Colorado (the “**City**”) and **TIGER TREE, INC**, a Foreign Corporation, whose address is 110 Howe Rd, Laramie, Wyoming, 82070 (the “**Contractor**”), referred to herein jointly as the “**Parties**” and individually as a “**Party**”.

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. EAB Pesticide Application Services: The Contractor shall diligently and skillfully perform the Emerald Ash Borer (“**EAB**”) pesticide application services for ash trees located on publicly owned property, all as described in the Scope of Work attached hereto as **Exhibit A** and in accordance with the rates and schedule attached hereto as **Exhibit B** (the “**Work**”), both of which exhibits are incorporated herein by this reference.

B. Oversight: The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director of the Denver Department of Parks and Recreation or other designated representative (the “**Director**”) and the Department employee(s) assigned to manage the Work (the “**Department**”) and make every reasonable effort to fully coordinate the Work with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s Work. The Contractor agrees to allow the City to review any of the procedures used 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 regarding EAB pesticide application services. 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 Department, the contractor which is the most cost effective, best suited, and/or most readily able to perform.

D. Time is of the Essence: The Work specified in the Scope of Work is 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 to perform

the Work in accordance with the schedule and requirements set forth in the Scope of Work. Flagrant or persistent problems with the Contractor timely and effectively performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 5.C. below and/or in the assessment of liquidated damages as provided in sub-section 5.E below.

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 in accordance with schedule and requirements contained in the Scope of Work. The Contractor shall furnish all labor, tools, chemicals, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. A qualified supervisor or foreman shall be present at the site when Work is being performed. 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 Department. 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 or, as determined by the Department in its discretion, re-assign Work to any other contractor with which the City has entered a contract to provide similar services.

B. Permits and Licenses: Any tasks 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 permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work and 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 or seek recovery through the Contractor's insurance or surety.

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.

F. Completion; Deficiency: The Contractor shall promptly notify the Department as to the completion of the specified Work 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, 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 shall promptly notify the Department upon correction or completion of the Work.

3. TERM: The term of the Agreement shall start on the Effective Date of this Agreement and shall expire on December 31, 2024 unless otherwise terminated. This Agreement may be terminated earlier as provided in this Agreement and may be extended as provided in a separate amendment to this Agreement (“**Term**”).

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 **Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00)** 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 the compensation for the Work authorized to be performed by the Contractor under this Agreement will total or approximate the Maximum Contract Amount. All Work is subject to inspection by the City prior to payment.

B. Conditions of Payment: Requests for progress payments must be submitted by the Contractor to the Department fully documenting and itemizing 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 specified Work 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 representations are 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. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

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. Amendment: 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.

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, when it is in the best interest of the City as determined by the Director. Any unfinished portion of the Work shall be faithfully and timely performed to the extent directed by the Director (in the Director's discretion), and compensation for all such authorized Work performed 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 provisions in section 34 below, the Contractor, upon giving one hundred and twenty (120) calendar days written notice (unless a longer period is stated), may terminate this Agreement. Any unfinished portion of the Work shall be faithfully and timely performed to the extent directed by the Director (in the Director's discretion), and compensation for all such authorized Work performed 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.

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, with cause, or seek liquidated damages, upon written notice to the Contractor, as provided below:

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 and the Scope of Work, 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, 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 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 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 schedule, specifications and requirements as set forth in the Scope of Work;

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 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;

11) 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;

12) The Contractor has failed or has refused to obtain or maintain any environmental permit or approval or has failed or has refused to comply with Environmental Requirements, as specified in this Agreement or the Scope of Work.

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, 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 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 the Breach of this Agreement. 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 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 Work satisfactorily 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, at the Director's discretion, for a Breach of this Agreement under sub-section 5.C above, not to seek termination but to apply liquidated damages as provided in this paragraph, 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 through the day before the Breach is remedied, as so determined by the Director, or until the day another contractor undertakes the Work originally assigned to the Contractor. 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 Work is 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**: The Contractor is an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time. Neither the Contractor nor the Contractor's employees or officers are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees and officers: 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. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required policies be 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, 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. 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.

B. Proof of Insurance: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 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, Auto Liability and Excess Liability/Umbrella (if required), 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 by this Agreement, the Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided

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.

G. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

9. DEFENSE & INDEMNIFICATION:

A. The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees 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 and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors or sub-consultants 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 an action has been filed in court on the Claim. The Contractor’s duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City’s negligence or willful misconduct was the sole cause of the alleged 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 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 bond, an irrevocable letter of credit, or other performance guarantees in the amount of Twenty Thousand Dollars (\$20,000.00) (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 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 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 during the Term of any Extension Amendment and for a ninety (90) day period after the expiration or termination of this Agreement or any Extension Amendment 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 section shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate suspension or termination of this Agreement.

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 shall survive the 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 federal, state, and local 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, 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 City's election in paper or electronic form, any pertinent

books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. 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 the 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 Contractor to make disclosures in violation of state or federal privacy laws. 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 covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the Director. Such consent may be granted or denied at the sole and absolute discretion of said 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 attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations under this Agreement without such prior written consent of the Director is ineffective and void, and in no way binding on the City. In such event, the Director may elect, at the discretion of said Director, to terminate this Agreement and all rights of the Contractor under this Agreement and/or to seek such other remedies available to the City under law.

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 to or by any third person or entity. 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 amendment 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 which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of interest 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, shall determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after the City has given the Contractor written notice which describes the conflict.

23. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made by the Contractor to:

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

And by the City being made to the Contractor at the address set forth on the first page of this Agreement. All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing the notice the United States mail or with the courier service.

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 Denver Revised Municipal Code (“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 Executive Director of the Department of Parks and Recreation.

25. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

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, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated in this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments and supplements to the same.

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, codes, rules, regulations and 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.

26. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge,

promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

27. RESERVED.

28. 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, 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 proposals was advertised October 1, 2021.

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, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

E. 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 Contractor fails to pay workers as required by the Prevailing Wage Ordinance, 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 Contractor fails to pay required wages and fringe benefits.

29. 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization, 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 worker without authorization, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

(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 Contractor from submitting bids or proposals for future contracts with the City.

30. 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.

31. 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.

32. 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.

33. SURVIVAL OF CERTAIN PROVISIONS: The terms and conditions of this Agreement, together with the exhibits and attachments hereto, that, by reasonable implication, contemplate continued performance, rights or compliance beyond the expiration or termination of this Agreement, shall survive this Agreement and shall continue to be enforceable. Without limiting the generality of the foregoing, the Contractor's obligations to provide 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 prescribed in this Agreement shall survive as provided in this Agreement.

34. 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 to the extent that such assignments are authorized under this Agreement.

35. 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.

36. 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, do hereby warrant and guarantee 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.

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

38. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

39. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The 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 the 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 the 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 PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PARKS-202262202
Contractor Name: TIGER TREE INC

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

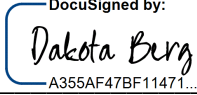
By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202262202
TIGER TREE INC

By:  _____
DocuSigned by:
A355AF47BF11471...

Name: Dakota Berg
(please print)

Title: Business Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A SCOPE OF WORK

The contractor shall provide treatment of City-maintained ash trees located solely on City-owned property through trunk injection of any insecticide approved for treatment of EAB that contains a minimum of 4% Emamectin Benzoate as the active ingredient for the purpose of providing effective, temporary protection against EAB. Although any 4% or greater Emamectin Benzoate product may be used, the insecticide that's selected must be pre-approved by the Office of the City Forester, and be the sole insecticide used for the duration of the treatment period. Weather permitting, the application treatment is expected to occur between May and October or as approved by the City Forester for as long as trees are translocating.

General Specifications

1. Pesticide applicators shall follow all federal, state, and local applicable laws and/or regulations pertaining to pesticide use, application, and handling. Wherever there is a conflict between regulations, the most stringent shall apply.
2. Prior to initiating treatments, the Office of City Forester must approve insecticide and treatment method. Once approved, contractor must submit a copy of the insecticide label and Safety Data Sheet.
3. Pesticides shall be secured at all times, and when not in use shall be stored in locked compartments.
4. Pesticides shall be stored in their original container or a clearly marked service container.
5. Devices used for mixing and measuring pesticides shall be specifically designated and marked for pesticide use and shall be used for no other purpose.
6. The contractor shall not accept requests from private property owners to treat City-maintained park and parkway trees, as the City will treat or remove those trees. Property owners can opt to treat a City-maintained tree only if they have prior authorization from the Office of the City Forester.
7. At any time, a property owner or legal representative of the owner requests that a City-maintained tree(s) on City-owned property not be treated, the contractor agrees not to treat said tree(s) at that time. The following contact information shall be recorded in the site(s) ID work record:
 - a) Name
 - b) Phone number
 - c) Email address if applicable
 - d) Reason for opt-out
8. The contractor is responsible for checking the Colorado Pesticide Sensitivity Registry and abiding by applicable rules and regulations for pesticide application when in proximity to known registrants.
9. The contractor shall possess and maintain a valid Commercial Pesticide Applicator's license from the State of Colorado. All pesticide application crews shall have at least one crew member present that has a valid Qualified Supervisor (QS) license or Certified Operator (CO) license with the Colorado Department of Agriculture. The contractor must follow all Colorado Department of Agriculture rules and regulations.

10. Ash trees to receive trunk injection must meet the following conditions: a. Only trees of 12-inch diameter or greater shall be treated, unless otherwise authorized by the City Forester. i. The DBH of each tree shall be measured at 4.5 feet above ground, around the outside of the bark:

- a) Upright, fairly straight trees shall be measured at 4.5 feet above ground.
- b) Trees on a slope shall be measured at 4.5 feet above ground on the uphill side of the trunk.
- c) For trees that fork below 4.5 feet from the ground, each stem shall be measured at 4.5 feet and combined for total DBH.

11. Only trees with 30% or less canopy decline from health or infestation of EAB shall be treated.

12. Do not apply pesticide to heat- or drought-stressed trees.

13. Treatment and treatment window:

- a) Treatment is to be made in accordance with manufacturer's specifications and requirements.
- b) Timing of treatment per manufacturer's label: Uptake of the insecticide is dependent upon the tree's transpiration. Transpiration is dependent on a number of abiotic and biotic factors, such as soil moisture, soil and ambient temperature, and time of day. For uptake, follow the appropriate label.

14. The contractor is responsible for posting (tacking) City-supplied "Be A Smart Ash" treatment notification tags as directed by the Office of the City Forester. Treated trees will be posted on the street-side of the tree at a minimum, but the City Forester may direct the contractor to post tags on both the street and sidewalk sides of all treated trees.

15. The Office of the City Forester reserves the right to request meeting times with the contractor, as well as to observe the contractor's applicator(s) to ensure good injection technique, chemical uptake, and proper safety measures and techniques.

16. Workload and reporting:

- a) Biweekly (every two weeks) work records for each applicator(s) or crew(s), shall be submitted to the Office of the City Forester and/or gathered from the Tree Inventory Work Records.
- b) The contractor must submit the Weekly Work Record Report spreadsheet in a cloud-based shared format that the City can download and edit, or as an attachment in an email to forestry@denvergov.org. This may be superseded by using the Work Record option as stated above.
- c) Treated trees shall be field-verified by Office of the City Forester staff.

17. All work shall be conducted in a manner as to cause the least possible interference with or annoyance to others. The applicator/operator(s) shall not allow application equipment, materials, or other related items to create a tripping hazard for coworkers or the public.

18. Cleanup resulting from any treatment operation shall be promptly and completely accomplished by the end of the work day on all trees, unless otherwise authorized. All debris shall be disposed of in an appropriate manner. Under no condition shall the accumulation of debris be allowed upon a public street right-of-way that may result in a public hazard.

Personnel

1. All personnel shall wear company-identifying uniform or clothing with a clearly visible company logo.
2. All staff assigned by the contractor for servicing the contract shall be adequately and properly trained to perform their work properly and safely.
3. Pesticide applicators shall obtain and remain current with all licensing/certification requirements as required by the appropriate state regulatory authority prior to using pesticides (All Colorado Department of Agriculture regulations, statutes, policies, etc.)
4. A Qualified Supervisor or Certified Operator 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.
5. Applicators must attend and pass a training seminar conducted by the product and equipment manufacturer. No treatments will be allowed until all applicators demonstrate proficiency with the equipment and techniques allowable by the contract. The contractor must provide the City with proof of training from the manufacturer for applicators assigned to this contract.

Safety

1. The contractor shall provide education and training for its employees and applicators as necessary to comply with federal, state, and local regulations appropriate to employee job assignments.
2. The contractor shall be responsible for being fully familiar with and conforming to the requirements and guidelines set forth by the Occupational Safety and Health Act ("OSHA") and any regulations or directives adopted thereunder.
3. Employee training shall be provided in the recognition of hazardous substances, proper handling, and emergency procedures in the event of a spill or accidental poisoning, as required by OSHA 1910.1200 Hazard Communication regulations. The contractor shall be responsible for being fully familiar with and conforming to the requirements and guidelines set forth by the Colorado Department of Agriculture and any regulations or directives adopted thereunder.
4. An emergency action plan, including spill response materials and procedures, shall be available where pesticides are stored, transported, and/or handled. The operator(s) shall be aware of emergency procedures, and the location and use of emergency equipment in relation to chemical spills, exposure, and public endangerment.
5. Any spills that occur during treatments for a City contract shall be reported immediately to the Office of the City Forester. This notification is in addition to the Colorado State Department of Agriculture spill notification requirements.
6. Safety Data Sheets ("SDS") for all products in inventory shall be freely available to all employees, safety officials, and City representatives.
7. Personal protective equipment shall be properly fitted, cleaned, maintained, and stored. All applicators shall use personal protective equipment as specified on the product label.
8. The contractor shall provide a clean water source at the worksite of a minimum of five (5) gallons, which may be used for emergency personal decontamination. Precautions shall be

taken to prevent contamination of the clean water source. Drinking water and decontamination water shall be kept in separate containers.

9. The contractor shall be present during the entire pesticide application process. No injection equipment or chemical shall be unattended at any time. Under no condition shall it be considered proper to leave the site while treatment is on-going.

10. Any injury to person or damage to any improvement, vehicle, tree, or structure caused by or related to the work performed under this contract shall be promptly reported to the City Forester and arrangement made by the contractor to make restitution or repairs. If the contractor fails to act promptly, the City may seek recovery of losses, damages and costs from the contractor's insurance company or surety. As provided in the contract, 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.

11. All pesticide applications shall comply with the appropriate pre- and post-notification requirements as mandated by the Colorado Department of Agriculture.

Equipment

1. All of the contractor's motor vehicles used in completion of work specified in this contract shall be clearly identified with the name of the business and phone number in a minimum of two-inch-high lettering against a contrasting background, and clearly visible and legible from a distance of at least 60 feet. Failure to post aforementioned signage on vehicles and equipment can be grounds for contract suspension or termination.

2. Identification of maintenance issues are the responsibility of the contractor. Maintenance and repairs are the responsibility of the contractor.

3. All injection equipment and accessories shall be in a clean and operable condition and free from defects prior to use each day.

4. The contractor shall clean/sterilize equipment as directed by manufacturer or at a minimum of once per work week. Any equipment used on a tree that is suspected of any communicable disease shall be sterilized immediately upon treatment completion of said tree and prior to any further use.

5. The contractor may only utilize injection equipment that the manufacturer specifies for use with pesticide and formulation to be applied. Other devices may be used as approved by the City Forester prior to use. Approved equipment shall be used in accordance with the manufacturer's directions/specifications.

6. If drills are required for injection treatment device:

- a) All drills shall be cordless and the contractor shall supply the quantity needed to meet daily production needs.
- b) All drill bits must be brad point, sharp, clean, and of the appropriate size. Bits shall be used for no more than a maximum of 100 drill sites until bit must be replaced.

7. Staple tack hammers and staples: City-supplied "Be A Smart Ash" treatment notification tags to be placed on each treated tree shall be supplied by the Office of the City Forester. The contractor has the option of supplying their own, but must obtain prior authorization from the Office of the City Forester. The Office of the City Forester will supply staple gun(s) and staples if needed.

8. Mobile devices: The contractor shall supply a mobile device of choice to use for assignments of qualified trees. Work will be assigned using the City's TreeKeeper inventory system and the contractor shall be assigned a login to access and update work records. The mobile device must have Windows Operating System 7 or higher. The contractor must have an alternate system available to continue treatments in case of loss of or poor connectivity issues. Contractor must be complete work records using TreeKeeper.

Completion Schedule

As the 2021 street tree qualification evaluation is incomplete at this time, only an approximation of total PRW ash trees to be treated can be given. Based on inventory records, the approximate number of publicly-owned ash trees to be treated for this contract ranges up to 3,700 trees. The majority of the trees to be treated are located in central Denver, but all neighborhoods have trees and the contractor should plan/route accordingly.

1. Addresses, maps and other necessary information will be provided to the contractor noting the location and size of ash trees. Information will be provided via an electronic format through the City's TreeKeeper inventory system. Maps of all ash trees to be treated in the City are available upon request by calling the Office of City Forester at 720-913-0651.

2. The Office of the City Forester, may, at its discretion, reduce or increase the total number of trees to be treated, or change priority of treatment.

3. Timing is critical for specific applications. City Forestry staff will monitor weather conditions, insect populations, and coordinate with the contractor for application timing.

4. The contractor should call the Office of the City Forester at 720-913-0651 **at least four days prior** to chemical treatments to determine if there are any schedule changes.

5. The contractor shall supply the appropriate number of application crews to treat the quantity of trees specified within the specified timeframe. Each application crew shall treat a minimum of 100 trees per week (an average of 20 trees per day) and supply sufficient workers to meet the contract requirement. It is recognized that moisture conditions can dramatically impact treatment uptake and may impact daily and weekly treatment rates. The contractor should plan to start applications on May 1, 2022; however, initiation of trunk injection applications should not begin until adequate leaf cover permits reasonable uptake of treatment chemistry.

6. 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.

Licenses and Permits

1. The contractor must possess a current Commercial Applicators License issued by the State of Colorado, Colorado Department of Agriculture.

2. The contractor must possess a current business license with 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.

3. The contractor is responsible for obtaining all required permits and paying any costs associated with these permits before commencing work. Street occupancy, lane/street closure permits, and rules associated with street/traffic permits can be obtained through the DOTI Traffic Division. A breakdown of current required permits and fees are listed as follows (all fees are subject to change over time):

- a) Forestry Tree Work Permits:
 - i. Free (required for all licensed contractors)
- b) DOTI Annual Equipment Fee:
 - i. \$50/piece of equipment (required for all licensed contractors)
- c) DOTI Street Occupancy Fees:
 - i. One-time annual fee of \$50 (required for all licensed contractors)
 - ii. Additional job-related street occupancy permit fees are waived for Forestry-issued work orders.
- d) Traffic Control Plans and Barricades:
 - i. The contractor must follow requirements of DOTI 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 Forestry-issued work, and the contractor will not be responsible for the cost of these services.

Barricades and Traffic Control Plans

1. The contractor will be allowed to use the City's current contractor for traffic control plans and barricades if needed. The contractor will need to contact the City to notify the City of the need, and the City will provide information for the contractor to pursue permit(s) and barricades to complete the job. The contractor will not be responsible for the cost of these services.

2. Adequate barricades, warning devices, and signage shall be furnished by the contractor and placed as necessary for the safety of persons and vehicles. Applicable City rules must be followed, as well as the Colorado State Highway Department regulations.

3. Street and sidewalk warning devices shall be in position as required when needed.

Technical Specifications

1. The contractor is required to treat ash trees in the City and County of Denver for EAB using an approved trunk injection method and will use only products labeled for Emerald Ash Borer containing the active ingredient Emamectin Benzoate at 4% solution or greater. The contractor will follow the approved application rates and all label requirements of approved insecticide. Any deviation from the following products will need to be approved in writing by the Office of the City Forester.

2. The contractor will only treat trees after the leaves have fully emerged in the spring, through the summer, and while leaves remain on the tree in the fall, while translocation still occurs.

3. Formulation Specifications – TREE-äge® and Arbormectin®, Tree-äge G4®, TreeMec® Inject, and MECTINITE™ Insecticides are commonly used in the treatment of EAB. Their labels with applicable rates are provided below as examples.

The detail below sets forth specifications for the treatment of the EAB pest for publicly-owned, City and County of Denver-managed ash trees. The product used shall be a micro-encapsulated concentrated liquid formulation with a minimum of 4% Emamectin Benzoate. It must be specifically labeled for use on trees against EAB and be registered in Colorado.

- a) The following rates of TREE-äge® (Table 1) shall be applied, dependent on the injection system used:

Table 1

Tree Diameter (DBH) (Inches)	Low ml product/tree	Medium ml product/tree	High ml product/tree
4 to 6	15	25	50
7 to 9	20	40	80
10 to 12	30	55	110
13 to 15	35	70	140
16 to 18	42	85	170
19 to 21	50	100	200
22 to 24	-	115	230
25 to 27	-	130	260
28 to 30	-	145	290
31 to 33	-	160	320
34 to 36	-	175	350
37 to 39	-	190	380
40 to 42	-	205	410
43 to 45	-	220	440
46 to 48	-	235	470
49 to 51	-	250	500
52 to 54	-	265	530
55 to 57	-	280	560
58 to 60	-	295	590
61 to 63	-	310	620
64 to 66	-	325	650
67 to 69	-	340	680
70 to 72	-	355	710

The use of low, medium, and high rates are based on the professional judgment of the applicator as to what constitutes a low, medium or high infestation.

Higher rates tend to provide longer residual and control of more difficult to control insects. See **Target Pest** for additional information in choosing the amount of product to apply.

- b) The following rates of ArboMectin® (Table 2) shall be applied, dependent on the injection system used:

Table 2

Tree Diameter (DBH) (Inches)	Low (mL product/tree)	Medium (mL product/tree)	Medium - High (mL product/tree)	High (mL product/tree)
4 to 6	15	25	50	-
7 to 9	20	40	80	-
10 to 12	30	55	110	165
13 to 15	35	70	140	210
16 to 18	42	85	170	225
19 to 21	50	100	200	300
22 to 24	-	115	230	345
25 to 27	-	130	260	390
28 to 30	-	145	290	435
31 to 33	-	160	320	480
34 to 36	-	175	350	525
37 to 39	-	190	380	570
40 to 42	-	205	410	615
43 to 45	-	220	440	660
46 to 48	-	235	470	705
49 to 51	-	250	500	750
52 to 54	-	265	530	795
55 to 57	-	280	560	840
58 to 60	-	295	590	885
61 to 63	-	310	620	930
64 to 66	-	325	650	975
67 to 69	-	340	680	1020
70 to 72	-	355	710	1065

The use of low, medium, medium-high and high rates are based on the professional judgment of the applicator as to what constitutes a low, medium or high infestation. Higher rates tend to provide longer residual and control of more difficult to control insects. See **Target Pest** table for additional information in choosing the amount of product to apply.

c) The following rates of Tree-age G4® (Table 3) shall be applied, dependent on the injection system used:

Table 3

USE RATE TABLE *

Tree Diameter (DBH) (Inches)	Low ¹ ml. product/tree	Medium ml. product/tree	High ml. product/tree
4 to 6	10-20	20-45	45-60
7 to 9	20-30	30-65	65-90
10 to 12	25-35	35-90	90-120
13 to 15	30-45	45-110	110-150
16 to 18	40-55	55-135	135-180
19 to 21	50-60	60-160	160-210
22 to 24	55-70	70-180	180-240
25 to 27	65-80	80-200	200-270
28 to 30	70-90	90-225	225-300
31 to 33	80-100	100-250	250-330
34 to 36	85-110	110-270	270-360
37 to 39	90-120	120-290	290-390
40 to 42	120-240	240-300	300-400
43 to 45			
46 to 48			
49 to 51			
52 to 54			
55 to 57			
58 to 60			
61 to 63			
64 to 66			
67 to 69			
70 to 72			

The use of low, medium, or high dose per tree is based on the experienced judgment of the applicator as to what constitutes a low, medium or high infestation.

Higher rates tend to provide longer residual and control of more difficult to control insects. See **Target Pest** for additional information in choosing the amount of product to apply.

If the tree canopy has been significantly reduced, i.e., excessive tree pruning or turning trees into a hedge, reduce dose accordingly.

¹In Palms always use the low ml. product/tree.

*Not for use in the State of California.

- d) The following rates of TreeMec® Inject (Table 4) shall be applied, dependent on the injection system used:

Table 4

Use Rates

Use as formulated or dilute with equivalent 1 to 3 volumes of water or more, as necessary.

Tree Diameter (DBH) (Inches)	Low (mL product/tree)	Medium (mL product/tree)	Medium-High (mL product/tree)	High (mL product/tree)
4 to 6	15	25	50	–
7 to 9	20	40	80	–
10 to 12	30	55	110	165
13 to 15	35	70	140	210
16 to 18	42	85	170	225
19 to 21	50	100	200	300
22 to 24	–	115	230	345
25 to 27	–	130	260	390
28 to 30	–	145	290	435
31 to 33	–	160	320	480
34 to 36	–	175	350	525
37 to 39	–	190	380	570
40 to 42	–	205	410	615
43 to 45	–	220	440	660
46 to 48	–	235	470	705
49 to 51	–	250	500	750
52 to 54	–	265	530	795
55 to 57	–	280	560	840
58 to 60	–	295	590	885
61 to 63	–	310	620	930
64 to 66	–	325	650	975
67 to 69	–	340	680	1020
70 to 72	–	355	710	1065

The use of low, medium, medium-high and high rates is based on the professional judgement of the applicator as to what constitutes a low, medium or high infestation. Higher rates tend to provide a longer residual and control of more difficult-to-control insects. See **Target Pests** table for additional information in choosing the amount of product to apply.

- e) The following rates of MECTINITE™ Inject (Table 5) shall be applied, dependent on the injection system used:

Table 5

USE RATES

Use as formulated or dilute with equivalent 1 to 3 volumes of water or more, as necessary.

Tree Diameter (DBH) (Inches)	Low (mL product/ tree)	Medium (mL product/ tree)	Medium - High (mL product/ tree)	High (mL product/ tree)
4 to 6	15	25	50	60
7 to 9	20	40	80	90
10 to 12	30	55	110	165
13 to 15	35	70	140	210
16 to 18	42	85	170	225
19 to 21	50	100	200	300
22 to 24	55	115	230	345
25 to 27	65	130	260	390
28 to 30	70	145	290	435
31 to 33	80	160	320	480
34 to 36	85	175	350	525
37 to 39	90	190	380	570

(continued)

USE RATES (continued)

40 to 42	120	205	410	615
43 to 45	130	220	440	660
46 to 48	140	235	470	705
49 to 51	150	250	500	750
52 to 54	160	265	530	795
55 to 57	170	280	560	840
58 to 60	180	295	590	885
61 to 63	190	310	620	930
64 to 66	200	325	650	975
67 to 69	210	340	680	1020
70 to 72	220	355	710	1065

The use of low, medium, medium-high and high rates are based on the professional judgment of the applicator as to what constitutes a low, medium or high infestation. Higher rates tend to provide longer residual and control of more difficult to control insects. See **Target Pest** table for additional information in choosing the amount of product to apply.

Exhibit B Price Chart

Description	Device(s)	Per Unit	Price
Insecticide to be applied	Device(s) to be used	Per ml injected	\$ 1.25/ml

PAYMENT & PERFORMANCE BOND REIMBURSEMENT (OPTIONAL)	
Total cost to provide \$20,000 bond or Letter of Credit, up to \$1,000 verified actual cost.	
Total Cost	\$



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2021

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

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

PRODUCER Mountain West In & Fin Serv LLC 510 Bell Ave Alamosa, CO 81101	CONTACT NAME: Jessie Salazar PHONE (A/C, No, Ext): (719) 589-7741 FAX (A/C, No): (719) 589-5757 E-MAIL ADDRESS: jessies@mtnwst.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
TigerTree, Inc. dba TigerTree Land Management 110 Howe Rd Laramie, WY 82070	INSURER A : The Cincinnati Specialty Underwriters Insurance Company 13037 INSURER B : Cincinnati Insurance Company 10677 INSURER C : Pinnacol Assurance 41190 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CSU0154717	7/31/2021	7/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ENP0585812 /EBA0585812	7/31/2021	7/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	4141111	10/1/2021	10/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with regards to General Liability and Automobile Liability. Waiver of Subrogation applies.

CERTIFICATE HOLDER City and County of Denver 201 W. Colfax Ave, Dept. 605 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



First Interstate Bank
221 Ivinson Street
P.O. Box 1307
Laramie, WY 82073-1307
307-721-4600
www.firstinterstatebank.com

December 14, 2021

Beneficiary:
City & County of Denver
Parks and Recreation
Attn: Glenna Peterson
201 W. Colfax Ave, #602
Denver, CO 80202

RE: Irrevocable Letter of Credit No. 219
Applicant: TigerTree, Inc.
EAB Pesticide Application
Contract No. #202160138

Dear Glenna Peterson:

We hereby establish in your favor our Irrevocable Letter of Credit No. 219, for the account of Tigertree, Inc. available by your draft(s) for a sum not exceeding \$20,000.00 (Twenty thousand dollars and 00/100).

All drafts must be accompanied with a Beneficiary's Demand Letter, on its letterhead, completed, dated and signed by an authorized individual, outlining that the applicant has failed to complete its obligations. We also require a copy of the mandatory services at the time of draft.

This Letter of Credit is effective December 14, 2021 and will expire on December 15, 2024. This original Letter of Credit must accompany any draft for payment. Drafts drawn hereunder must be marked "Drawn under First Interstate Bank Letter of Credit No. 219 dated December 14, 2021" and the amount endorsed on the reverse thereof by this lending institution.

We hereby agree that draft(s) drawn under and in compliance with the terms and conditions of the Letter of Credit shall be duly honored if presented together with documents as specified above.

Unless otherwise stated, this Letter of Credit is subject to the Uniform Customs and Practice for Commercial Documentary Credits, International Standby Practices (ISP 98), International Chamber of Commerce Publication No. 590.

FIRST INTERSTATE BANK

A handwritten signature in blue ink, appearing to read 'Kent P. Wood', written over a horizontal line.

Kent P. Wood
Vice President

EXHIBIT E



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

FROM: Ryland Feno, OHR Compensation and Classification

DATE: May 20, 2021

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. 158
Publication Date: May 20, 2021
(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.

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

APPLIANCE MECHANIC**Effective Date:** 02-18-21

Last Revision: 05-16-19

*OHR pulled the wages in February of 2021 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>
Appliance Mechanic	\$23.21	\$7.22

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:** 09-17-20

Last Revision: 08-15-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$32.50	\$8.29

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:** 11-19-20

Last Revision: 09-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$22.65	\$7.15
Machinery Maintenance Mechanic	\$27.66	\$7.73
Controls System Technician	\$30.11	\$8.01

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 ESM 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: 12-17-20**

Last Revision: 12-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$16.43	\$6.18 (Single) \$8.02 (Children) \$7.74 (2-party) \$10.15 (Family)
Custodian II	\$16.78	\$6.24 (Single) \$8.08 (Children) \$7.80 (2-party) \$10.21 (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:** 03-18-21

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$15.94	\$6.38
Electrician	\$26.44	\$7.59
Mechanic	\$26.55	\$7.60
Pipefitter	\$27.10	\$7.67
Rig/Drill Operator	\$23.80	\$7.29
Truck Driver	\$24.32	\$7.35

Heavy Equipment Mechanic (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 (Rig/Drill Operator)

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 (Derrick Hand/Roustabout)

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: 05-20-21

Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Finisher	\$23.35	\$8.76
Journeyman	\$29.30	\$8.76

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: 07-16-20

Last Revision: 07-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$20.72	\$6.93

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: 12-17-20**

Last Revision: 10-17-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fuel Facility Maintenance Technician	\$21.50	\$7.02
Fuel Facility Operator	\$23.41	\$7.24
Fuel Facility Electrician	\$26.44	\$7.59
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 Facility Maintenance Technician

Under the supervision of Maintenance Manager and or Lead Mechanic, maintain the fuel systems. Position does not limit, segregate, or classify that an employee would not be subject to perform those duties and responsibilities within a stated contract classification. To properly identify the requirements of those duties and responsibilities within a contract classification, it may be required to review these job descriptions which identify those essential functions.

Fuel Facility 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.

Fuel Facility Electrician

Performs preventative, routine, and emergency maintenance repairs on a variety of mechanical, electrical, HVAC systems, pneumatic control systems, electronic systems, and generators.

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.

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 11-19-20

Last Revision: 10-17-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$17.36	\$6.54
Furniture Driver/Packer	\$18.44	\$6.67
Lead Furniture Mover	\$19.28	\$6.76

GLYCOL FACILITY**Effective Date:** 05-20-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$28.22	\$7.80
Maintenance Mechanic	\$27.73	\$7.74
Glycol Plant Specialist	\$17.36	\$6.54

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: 09-17-20**

Last Revision: 10-17-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$26.54	\$7.60

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: 07-16-20**

Last Revision: 07-19-19

*OHR pulled the wages in July of 2020 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	\$6.90

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: 03-18-21**

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Quality Control & Assurance Technician	\$25.35	\$7.47

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: 01-21-21**

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Sign Erector	\$21.09	\$6.31

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).

TREE TRIMMERS**Effective Date: 09-17-20**

Last Revision: 09-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$21.30	\$7.00

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: 12-17-20**

Last Revision: 05-21-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$27.64	\$9.53 (Employee) \$11.37 (Children) \$11.09 (2-party) \$13.50 (Family)

Benefits/Overtime

Parking	The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. 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	Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. Note: All wage increases become effective on the first day of the first full pay period following the above dates.
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	\$1.75 per hour above highest paid employee under supervision
High Work	\$1.85 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."