

CONTRACT SERVICES AGREEMENT
“On-Call Services”

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 **BIOHABITATS, INC.**, a Foreign Corporation, with an address of 2081 Clipper Park Rd, Baltimore, MD 21211 (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. Services: The Contractor shall diligently and skillfully perform, as assigned, the following services 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, on an “on-call” or “as needed” basis. The Contractor shall perform these assigned services, including the provision of any required goods or materials. As prescribed in issued and executed Work Orders and Work Order Changes, the Contractor shall promptly initiate and complete the specifically assigned services during the specified time periods at identified locations (“**Work Projects**”).

B. Oversight: The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director of the 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 by it in doing the Work under this Agreement and to make available for inspection all notes and other documents used in performing the Work.

C. Non-exclusivity: The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Work for which the City may contract. The City may enter agreements with other contractors to perform the same or similar services and

reserves the right to select, at the discretion of the Director, the contractor which is the most cost effective, best suited, and/or most readily able to perform a specific Work Project.

D. Work Order: As the Director determines the need and availability of funding for each Work Project, the City will issue a Work Order to the Contractor detailing the nature and extent of services to be provided and the location of the Work Project, with a projected amount to be paid to the Contractor (the “**Work Project Amount**”) based on the Rate Sheet for the Work items contained in the Statement of Work in **Exhibit A. Exhibit B** attached to this Agreement and incorporated herein by reference contains the List of Key Personnel/Bill Rates/Reimbursable Expenses, which the Contractor acknowledges and affirms that the City may rely upon in the preparation of Work Orders as provided herein. **Exhibit C** attached to this Agreement and incorporated herein by reference substantially reflects the form of the **Work Order** to be issued by the City. Following receipt of the issued Work Order, the Contractor shall, within two (2) business days and in good faith, confirm the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back to the Department as to the Contractor’s ability to initiate and complete the Work Project in the timeframes specified in the Work Order. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the Work Project Amount. Confirmation includes, but is not restricted to, inspections of the Work Project site and inquiries with the Department as to any directions or specifications in the Work Order which are not clear. If the Contractor fails to contact the Department within two (2) days following receipt of the issued Work Order and state unequivocally that the Contractor is ready and willing to perform the Work Project in the manner and timeframes indicated on the Work Order, the City reserves the right to immediately withdraw the issued Work Order. Upon the Contractor executing the Work Order, the City shall finalize and execute the Work Order for the Work Project and return a copy of the executed Work Order to the Contractor. The City will not execute the Work Order unless any material changes proposed by the Contractor to the terms of the issued Work Order and/or additions to the Work Project Amount are deemed acceptable by the Director and incorporated into the Work Order and until funding adequate to cover the entire Work Project Amount is available.

E. Work Order Change: If, after execution of a Work Order and commencement on the Work Project, additions, deletions or modifications to the Work described in the Work Order, along with any associated changes in the Work Project Amount, are required by the City or are requested by the Contractor and approved in advance by the Director, a **Work Order Change**, in substantially the form as set forth in **Exhibit D** attached to this Agreement and incorporated herein by reference, may be issued in accordance to the same standards and procedures prescribed for Work Orders. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance to the same standards and procedures prescribed for Work Orders, and notify the Department that the Contractor is ready and willing to perform the Work Project in the manner and timeframes as modified by the Work Order Change. The City will not execute the Work Order Change unless any material changes proposed by the Contractor to the terms of the issued Work Order and/or additions to the Work Project Amount are deemed acceptable by the Director and incorporated into the Work Order Change and until funding adequate to cover the entire Work Project Amount, if modified, is available funding adequate to cover the entire Work Project Amount, if modified, is available.

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

personal or real property owned by the City or another person resulting from said fault(s) or defect(s) or from the repair, replacement, or correction of the fault(s) or defect(s).

G. Title: The Contractor warrants that the Contractor has full title to all Items incorporated into the Work, that the transfer of such title to the City is rightful and free and clear from all security interests, liens, claims, or encumbrances whatsoever, and that the Contractor will defend such title against all persons claiming the whole or part of any Item, at no cost to the City.

H. Completion; Deficiency: The Contractor shall promptly notify the Department as to the completion of the specified Work Project so that inspection of the Work may be made by the Department. If a Completion Notice is specified in the Work Order or the Work Order Change, the Contractor shall not submit a request for payment for the Work performed until a Completion Notice is issued by the Department or ten (10) calendar days after City is notified of Work completion, whichever is sooner. If the Work performed is determined by the Department to be defective, deficient or incomplete, whether or not a Completion Notice is required, the Contractor shall correct or complete the Work, at no additional cost to the City, within the timeframe specified in a Notice of Deficiency issued by the Department and promptly notify the Department upon correction or completion of the Work.

I. Time is of the Essence: Work Projects are often time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary: 1) in timely reviewing and assessing an issued Work Order or Work Order Change; 2) in inspecting the Work Project site(s); 3) in evaluating the Contractor's ability to initiate and complete the Work Project in the manner and within the timeframe specified in the Work Order or the Work Order Change; 4) in confirming the Work Project Amount specified in the Work Order or any changes to the Work Project Amount under a Work Order Change; 5) in responding to the Department of Parks and Recreation as required under this Agreement; 6) in executing and returning the Work Order or Work Order Change; 7) in initiating, making good progress, and completing the Work Project, all within the timeframes specified in the Work Order or the Work Order Change; and 8) in promptly and fully correcting or completing any Work noted in a Notice of Deficiency. Failure or refusal by the Contractor to confirm and execute a Work Order or Work Order Change or to initiate, make good progress, or complete Work for an executed Work Order or Work Order Change within specified timeframes may result, at the discretion of the Director and with very short notice, in the

withdrawal of the Work Order or the Work Order Change. Flagrant or persistent problems with the Contractor performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 5.C. below and/or, for failure to perform or substantially perform an executed Work Order or the Work Order Change within specified timeframes or in accordance with the Work Order or the Work Order Change, in the assessment of liquidated damages as provided in sub-section 5.E below. Except as approved by the Director in advance and in writing, the Contractor shall not subcontract with another contractor to perform the Work or assign an issued Work Order or Work Order Change to another contractor.

2. METHODS OF WORK:

A. Resources, Personnel, and Time Commitment: The Work shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete the Work in an effective and expeditious manner. This means that, barring unusual and exceptional circumstances, the Contractor shall proceed to do the Work at least eight hours a day, Monday through Friday (excluding legal holidays). The Contractor shall furnish all labor, tools, 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.

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. 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. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City will accept or pay for the Work performed. If the Contractor fails to make such repairs or

replacement, the Director may, at the Director's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

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

3. TERM: The term of the Agreement runs from the Effective Date of this Agreement for a period of three (3) years or until the Maximum Contract Amount specified is expended, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or unless this Agreement is extended as provided in a separate amendment to this Agreement ("**Term**"). If the term of any Work Order or Work Order Change extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Work Order or Work Order Change; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in sub-section 4.A below.

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The City agrees to pay the Contractor, and the Contractor agrees to accept, as the total compensation for the Work rendered and costs incurred (including all "out-of-pocket" expenses) during the term of this Agreement a sum not to exceed **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)** which amount shall not be exceeded 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. Issued Work Orders or Work Order Changes shall not, individually or cumulatively, authorize the performance of Work for which the Work Project Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total Work Project Amount(s) do not exceed the Maximum Contract Amount of this Agreement. All Work is subject to inspection by the City prior to payment.

B. Conditions of Payment: A fully executed Work Order or Work Order Change, and any required Completion Notice, shall be a condition precedent to any obligation for the City to make payment for Work performed by the Contractor. Payment shall be made upon satisfactory completion of a Work Project in accordance with the executed Work Order or any executed Work Order Change and this Agreement. The request for payment submitted by the Contractor must fully document and itemize the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A** and **Exhibit B**. The request for payment shall affirmatively represent that: 1) all of the specified Work in the Work Order and any Work Order Change has been fully performed and completed and any Deficiency Notice has been satisfied; 2) 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; 3) 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 4) 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 1) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and 2) 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 the 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. To the extent that the Contractor has initiated or completed Work on an executed Work Order or Work Order Change for which the Contractor has not yet been compensated in accordance with this Agreement, the Work required under the Work Order or Work Order Change shall be completed and such compensation for all such authorized Work shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

B. Termination for Convenience of the Contractor: Provided that the Contractor is not in Breach as provided in sub-section 5.C. below and subject to the survival provisions in section 34 below, the Contractor, upon giving ninety (90) calendar days written notice (unless a longer period is stated), may terminate this Agreement. To the extent there is an executed Work Order(s) or Work Order Change(s) which will extend beyond the termination date, the Contractor shall fully and faithfully complete all authorized Work Project(s), unless the Director determines (in the Director's discretion) to withdraw the Work Order(s) or Work Order

Change(s). The Contractor shall be paid for all authorized and completed Work in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

C. Termination, With Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of this Agreement (“Breach”), for which the Director may, at the Director’s option, either terminate this Agreement or withdraw a Work Order or Work Order Change, with cause, 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 or any Work Order or Work Order Change under this agreement, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor’s control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, a strike at a manufacturer or supplier for the Work, 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 specifications and requirements as set forth in the Scope of Work in **Exhibit A** to this Agreement;

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

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

6) The Contractor fails to obtain, renew, replace, or maintain the insurance coverage required by this Agreement or causes or is at fault for damage to property or

injury to persons that is not covered or not adequately covered by insurance and the Contractor fails to remedy the situation to the satisfaction of the Director;

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

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

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

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

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

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

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

D. Compensation: Upon termination of this Agreement or withdrawal of a Work Order or a Work Order Change by the City, 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 that caused or were caused by 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 Orders or Work Order Changes executed and 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, to withdraw an executed Work Order or Work Order Change, for a Breach of this Agreement under sub-section 5.C.1 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 one hundred dollars (\$100.00) 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 that a new Work Order or Agreement is executed with another contractor to perform the Work Project which was the subject of the withdrawn Work Order or Work Order Change of upon termination of the Work Order or Work Order Change, as determined by the Director. The Contractor and City hereby acknowledges and agrees that it would be impractical and extremely difficult to estimate the damages which the City might incur for said Breach, and that, in the interest of assuring that 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: 1) are not entitled to workers' compensation benefits through the City; 2) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and 3) 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 E**, 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, Automobile Liability and Contractor's Pollution Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, 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. Professional Liability (Errors & Omissions): Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

I. Contractor's Pollution Liability: Contractor shall maintain minimum limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

J. Automobile Liability: The Contractor shall maintain Automobile Liability 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.

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. [RESERVED]

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 & 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 Contract, provision of any goods or services to the City, and any other transactions related to this Contract. 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 Contract or expiration of the applicable statute of limitations. When conducting an audit of this Contract, 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 & WORK ORDERS: 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, Department 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 in the United States mail or with the courier service.

Work Orders and Work Order Changes and notices related to the same may be delivered by means of email.

24. DISPUTES: All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by 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 ALL LAWS; 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 All Laws: 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 this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, gender identity or gender expression, age, military status, sexual orientation, marital status, protective hairstyle, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all approved subcontracts hereunder.

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 F** and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised: November 22, 2021.

B. Prevailing wage and fringe rates will adjust on, and only on, the 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, warranties, and title 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. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

36. 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.

37. 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.

38. 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.

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.

[ELECTRONIC SIGNATURES FOLLOW]

Contract Control Number: PARKS-202262259-00
Contractor Name: Biohabitats, 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-202262259-00
Biohabitats, Inc.

By:  _____
48DF604D75BF4E8...

Name: Adam Feuerstein
(please print)

Title: Operations Team Leader
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A**SCOPE OF WORK****Area of Expertise:****Ecological Restoration Services (not construction)**

Ecological restoration “is the process of assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed.” This includes such activities as restoration planning, species identification, site planning, soil testing, plant selection, volunteer planning, seed mix prescription, planting, seeding, soil preparation, irrigation installation/retrofitting, mowing, trash removal and monitoring. Ecological restoration activities may take place on any land owned or managed by the City and County of Denver. Common locations include wetlands, riparian, and upland restoration activities. These activities can include individuals, or teams.

Natural Resource Planning and Design (not construction)

This area of expertise includes understanding the protection and stewardship of air, water, land and other natural resources and the management of natural resources directly, as well as the mitigation of adverse impacts on these resources caused by human settlements and activities. Planning and design projects may include a role in multi-disciplinary planning team or individual contributions and the development of natural resource management plans, designs and reports for specific sites. Qualified contractors can prepare specific resource management prescriptions to address a variety of management issues including: vegetation, wildlife, restoration, trail use, erosion control, invasive species, forestry, conversions, recreation and natural areas management.

Vegetation Identification and Mapping (not construction)

This area of expertise includes the identification of native plant species as well as non-native plants including all Watch List species and all Colorado-designated noxious weeds that are classified as either List A, B, or C, collection of attribute information in a GIS format, vegetation assessment, percentage cover, and providing reports and information on vegetation conditions. Information may be provided in a map format, GIS, or reports depending on the nature of the specific project.

Natural Resources Inventory, Assessment, and Monitoring (not construction)

A natural resource assessment is a systematic approach for determining the potential environmental impacts of a proposed project. Assessments are developed to provide products such as reporting of species status, environmental conditions, recommendations for management, conservation, possible mitigations, effectiveness of actions, and/or compliance with law

A natural resource inventory is an extensive point-in-time effort to determine location or condition of a resource, including the presence, class, distribution, and status of plants, animals, and abiotic components such as water, soils, geology and landforms. This would include the identification of threatened or endangered species.

Natural resource monitoring provides site-specific information needed to understand and identify change in complex, variable, and imperfectly understood natural systems and to determine whether observed changes are within natural levels of variability or may be indicators of human influences.

Wildlife Inventory (not construction)

Wildlife Inventory includes identification, mapping, trapping, and reporting on wildlife species. As part of an approved wildlife inventory, firms must have the required permits and expertise to trap or capture Colorado wildlife including the potential for Preble’s Meadow Jumping Mouse surveys. If traps are

required, the contractor is required to provide all traps or equipment. Must abide by any additional State and Federal laws, rules and regulations pertaining to wildlife management activities (i.e. Endangered Species Act, etc.)

Environmental Site Assessment (not construction)

Phase I ESA: The Consultant shall detail the resources to be used to identify prior use(s). At a minimum, these efforts shall include review and evaluation of aerial photographs, Sanborn Fire Insurance Maps, topographic maps and reverse city directories. Depending on the location and size of the site, DPR may request review of historical information at intervals more frequent than the typical 5-year interval to ensure proper coverage of important environmental events at the site. At a minimum, historical information, as available, shall identify periods with evidence of site activity, site development or a change in use. Copies of documents used to identify historical use shall be obtained and included in the final report. Additionally, the Consultant shall obtain from the provider of historical aerial photographs, a copyright release in the name of the City. Upon request, the Consultant shall provide digital images of the aerial photographs.

Phase II ESA Investigations. The Consultant shall provide an experienced and qualified team to perform surface and subsurface investigations to assess the environmental condition of properties. The Consultant could be required to investigate and/or remediate City-owned or managed sites contaminated by material regulated under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or other regulations.

Phase II ESA investigation work could include, without limitation:

- planning and performing site investigations;
- characterizing contaminated sites;
- performing asbestos containing material surveys;
- conducting complex data evaluations, analytical and numerical fate and transport modeling, hydrogeologic studies, and risk assessments;
- preparing material management and other work plans, reports, and similar documents;
- evaluating remediation options, interfacing with regulatory agencies; and
- serving as an expert witness in litigation and preparation thereof.

Phase II site investigations could include:

- surface and subsurface sampling of soil and rock by hand auguring, direct push, hollow stem auger drilling, or other drilling methods;
- installing, surveying and sampling of groundwater monitoring wells;
- sampling of surface waters;
- evaluation of vapor intrusion and indoor air quality issues consistent with ASTM, EPA, & CDPHE guidance, and sampling of vapors or explosive gases.

Reports must meet formatting and other requirements as specified by regulatory agencies and the Parks Program Manager.

EXHIBIT B**List of Key Personnel****Consultant: Biohabitats, Inc.**

PERSONNEL CLASSIFICATION	RESPONSIBILITY
Sr. Landscape Architect	LA design package QA/QC review
Landscape Architect	Graphic design and input into concept and design development
Principal/Sr. Project Manager	Strategic project direction and oversight, QA/QC
Project Manager	Staffing, budgeting, client communication, technical data evaluation and design input, deliverables
Sr. Ecologist	Ecological inventory and habitat analysis, wetland mapping, strategic management recommendations, restoration design
Ecologist	Data collection and management, planning and design assistance
Environmental Scientist I	Data collection and review for water, soil, and natural resources
Environmental Scientist II	Data collection and analysis, e.g., related to riparian, GI, and drainage way designs
Botanist	Role covered by Senior Ecologist
Administrative Support	Miscellaneous services e.g., vendor tracking, document preparation support
Senior Engineer	Technical data evaluation and design input into concept and design development, QA/QC, and construction oversight. Specialize in ecological wastewater management and stormwater integration.
Fluvial Geomorphologist	Data collection and analysis related to river and drainage way designs. Specialize in natural channel design and maintenance.
Drafting/Graphics	Preparation of CAD drawings

List of Key Personnel



Consultant: Pinyon Environmental, Inc.

PERSONNEL

CLASSIFICATION	RESPONSIBILITY
Principal/ Executive Management	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.
Project Manager	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.
Staff Engineer/Scientist III	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.
Staff Engineer/Scientist II	Conducts data analysis and input, field data gathering, miscellaneous field services related to engineering, NEPA, air quality, noise, geology, chemistry and environmental science, and writes descriptive technical reports.
Staff Engineer/Scientist I	Conducts the collection and initial interpretation of scientific data, such as soil logging, soil and groundwater sampling, water-level surveying, botanical data, noise or air measurements.
Staff Engineer/Scientist	Data management and administrative support, maintain field equipment; administrative contract controls.
CAD/GIS Specialist (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management systems and CADD computer network systems.
Field Specialist/Project Assistant	Maintain Field Equipment, Data Management, Invoicing
Administration	Word Processing, Clerical

Provide a list of responsibilities for each of the personnel classifications above.



List of Key Personnel

Consultant: Na Ali'i Consulting & Sales, LLC

PERSONNEL CLASSIFICATION	RESPONSIBILITY
<u>Sr. Landscape Architect</u>	<u></u>
<u>Landscape Architect</u>	<u></u>
<u>Principal</u>	<u></u>
<u>Project Manager</u>	<u></u>
<u>Sr. Ecologist</u>	<u></u>
<u>Ecologist</u>	<u></u>
<u>Environmental Scientist I</u>	<u>Assist with seeding/planting Oversee Phase1/2 Site Assessments</u>
<u>Environmental Scientist II</u>	<u>Oversee seeding/planting activities</u>
<u>Botanist</u>	<u></u>
<u>Administrative Support</u>	<u></u>

Provide a list of responsibilities for each of the personnel classifications above.

Pricing | A. BILLING RATES

Schedule of Billing Rates



Consultant: Biohabitats, Inc.

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
<u>Sr. Landscape Architect</u>	\$ <u>160</u>
<u>Landscape Architect</u>	\$ <u>130</u>
<u>Principal / Senior Project Manager</u>	\$ <u>200</u>
<u>Project Manager</u>	\$ <u>190</u>
<u>Sr. Ecologist</u>	\$ <u>175</u>
<u>Ecologist</u>	\$ <u>145</u>
<u>Environmental Scientist I</u>	\$ <u>130</u>
<u>Environmental Scientist II</u>	\$ <u>140</u>
<u>Botanist</u>	\$ <u>145</u>
<u>Administrative Support</u>	\$ <u>60</u>
<u>Senior Engineer</u>	\$ <u>190</u>
<u>Fluvial Geomorphologist</u>	\$ <u>195</u>
<u>Drafting/Graphics</u>	\$ <u>115</u>



(continued)
Schedule of Billing Rates

Consultant: Biohabitats, Inc.

TASK	BILLING RATE PER HOUR
<u>Mobilization</u>	\$ --
<u>Site Assessments</u>	\$ 115-195
<u>Seeding (drill and hand)</u>	\$ 115-145
<u>Planting</u>	\$ 115-145
<u>Planning/Meetings</u>	\$ 115-200
<u>Report Writing</u>	\$ 115-200
<u>Inventory</u>	\$ 115-200
<u>Monitoring</u>	\$ 115-175
<u>Data Collection</u>	\$ 115-195
<u>Environmental Monitoring/Abatement</u>	\$
<u>Clerical Support</u>	\$ 60
<u>Wildlife Management</u>	\$ --
<u>Live trapping: per trap cost day</u>	\$ --
<u>Lethal trapping nuisance wildlife: per trap cost per day</u>	\$ --
<u>Control measures prairie dogs: per hold and per acre incl. pesticides</u>	\$ --
<u>Control measures geese egg oiling: per egg</u>	\$ --
<u>Mitigation - including but not limited to: installing water flow devices, habitat manipulation</u>	\$ 115-200

Reimbursable Expenses



Consultant: Biohabitats, Inc.

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications.

The consultant will be required to submit a complete list of pricing reimbursable items.

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Copies (8.5 x 11")	\$ <u>0.10</u> /each
Copies (8.5 x 14")	\$ <u>0.12</u> /each
Red-line copies	\$ <u>5</u> / S.F.
Reproducible Materials	\$ <u>0.60</u> /page

Schedule of Billing Rates



Consultant: Pinyon Environmental, Inc.

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
<u>Principal/Executive Management</u>	\$205
<u>Project Manager</u>	\$185
<u>Staff Engineer/Scientist III</u>	\$205
<u>Staff Engineer/Scientist II</u>	\$160
<u>Staff Engineer/Scientist I</u>	\$135
<u>Staff Engineer/Scientist</u>	\$125
<u>CAD/GIS Specialist (Graphics)</u>	\$105
<u>Field Specialist/Project Assistant</u>	\$92
<u>Administration</u>	\$70

Schedule of Billing Rates



Consultant: Pinyon Environmental, Inc.

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
<u>Mobilization</u>	\$50-\$250
<u>Site Assessments</u>	\$50-\$250
<u>Seeding (drill and hand)</u>	-
<u>Planting</u>	-
<u>Planning/Meetings</u>	\$92-\$205
<u>Report Writing</u>	\$92-\$160
<u>Inventory</u>	\$92-\$160
<u>Monitoring</u>	\$92-\$160
<u>Data Collection</u>	\$92-\$160
<u>Environmental Monitoring/Abatement</u>	\$92-\$160
<u>Clerical Support</u>	\$70-\$92
<u>Wildlife Management</u>	
Live Trapping: per trap cost day	TBD
Lethal trapping nuisance wildlife: per trap cost per day	-
Control measures prairie dogs: per hold and per acre incl. pesticides	-
Control measures geese egg oiling: per egg	-
Mitigation – including but not limited to: installing water flow devices, habitat manipulation	-
<u>Vegetation Management</u>	
Flat Rate per acre cost for spot spraying	-
Flat Rate per acre cost for ATV spaying	-
Flat Rate per acre cost for broad cast spraying	-
Herbicide costs will be based on the cost paid for product plus a mark-up for overhead procurement.	
List mark-up percentage	-
<u>Travel</u>	\$92-\$160

Reimbursable Expenses



Consultant: Pinyon Environmental, Inc.

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications.

The consultant will be required to submit a complete list of pricing reimbursable items.

List of Expenses

EXPENSE OR SERVICE	RATE	BILLING RATE
General Field Visits (general projects, asbestos sampling kit [bulk sampling])	Day	\$50
Biological Field Visit (includes sub-meter GPS, wetland flags, field notebook, and other incident)	Day	\$250
Soil Logging/Screening (during drilling/test pits; includes PID or other instruments, GPS, and other incidentals)	Day	\$250
Groundwater Sampling (includes YSI field measurements, water level meter, bailers, and other incidentals)	Day	\$250
Noise Monitoring	Day	\$250
Asbestos Air Monitoring Field Kit	Day	\$115
Mileage (passenger car)	Mile	Current IRS Rate
Outside Expenses (e.g., shipping, rental equipment, travel, subcontractor/subconsultant, laboratory fees)	Cost + 10%	Cost + 10%
Specialty In-house Equipment Billed as Indicated in Project-specific Proposals		
Pass Through Rate – Subcontractor Costs and Management		
All Subcontracted Services	Cost + 10%	Cost + 10%
Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost + 10%	Cost + 10%
Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost + 10%	Cost + 10%
Other In-House or Rented Equipment ¹	Cost + 10%	Cost + 10%
Bonding Rate ²	Cost + 10%	Cost + 10%

¹ – Specialized equipment not listed will be denoted in task-specific proposals and will be subject to the review and approval of the City.

² – Costs for bonding will be applied to first task order. Should additional bonding be required, Pinyon will invoice cost accordingly to those specific task orders.



Schedule of Billing Rates

Consultant: Na Ali'i Consulting & Sales, LLC

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
<u>Sr. Landscape Architect</u>	\$ _____
<u>Landscape Architect</u>	\$ _____
<u>Principal</u>	\$ _____
<u>Project Manager</u>	\$ _____
<u>Sr. Ecologist</u>	\$ _____
<u>Ecologist</u>	\$ _____
<u>Environmental Scientist I</u>	\$ _____
<u>Environmental Scientist II</u>	\$ <u>78.83</u>
<u>Botanist</u>	\$ _____
<u>Administrative Support</u>	\$ <u>55.00</u>



(continued)
Schedule of Billing Rates

Consultant: Na Ali'i Consulting & Sales, LLC

TASK	BILLING RATE PER HOUR
<u>Mobilization</u>	\$ <u>95.00</u> ¹ <u> </u>
<u>Site Assessments</u>	\$ <u> </u>
<u>Seeding (drill and hand)</u>	\$ <u>95.00</u> ¹ <u> </u>
<u>Planting</u>	\$ <u>95.00</u> ¹ <u> </u>
<u>Planning/Meetings</u>	\$ <u>78.83</u> <u> </u>
<u>Report Writing</u>	\$ <u> </u>
<u>Inventory</u>	\$ <u> </u>
<u>Monitoring</u>	\$ <u> </u>
<u>Data Collection</u>	\$ <u> </u>
<u>Environmental Monitoring/Abatement</u>	\$ <u> </u>
<u>Clerical Support</u>	\$ <u> </u>
<u>Wildlife Management</u>	\$ <u> </u>
<u>Live trapping: per trap cost day</u>	\$ <u> </u>
<u>Lethal trapping nuisance wildlife: per trap cost per day</u>	\$ <u> </u>
<u>Control measures prairie dogs: per hold and per acre incl. pesticides</u>	\$ <u> </u>
<u>Control measures geese egg oiling: per egg</u>	\$ <u> </u>
<u>Mitigation - including but not limited to: installing water flow devices, habitat manipulation</u>	\$ <u> </u>

1 Cost includes labor for two reclamation technicians for seeding and planting requirements.

Reimbursable Expenses



Consultant: Na Ali'i Consulting & Sales, LLC

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications.

The consultant will be required to submit a complete list of pricing reimbursable items.

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Copies (8.5 x 11")	\$ <u>0.05</u> /each
Copies (8.5 x 14")	\$ <u>0.07</u> /each
Red-line copies	\$ _____ / S.F.
Reproducible Materials	\$ _____ /page



EXHIBIT C

On-Call Services

WORK – TASK ORDER

NAME OF PROJECT:

Administered by: PARKS PLANNING, DESIGN AND CONSTRUCTION, DEPARTMENT OF PARKS AND RECREATION
 101 W. COLFAX AVE. DEPT. 900 DENVER, CO 80202 EMAIL: margaret.lopez@denvergov.org

Contractor: OC Contract #: Vendor ID#: Contract Name: Ecological, Restoration & Technical Services On-call	Task/Work Order #: Fund / Org. / Project# / Cap. Program: Retainage for Construction: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Contract (PO) #: TBD
---	---

It is hereby mutually agreed that when this WORK/TASK ORDER has been signed by the contracting parties, the following described scope of work shall be executed by the contractor/consultant in accordance with all contract documents and as herein stipulated and agreed:

All work described in the narrative below, summarized on scope table on next page and in Bid/Proposal, dated DATE and attached as Exhibit A.

Scope:

The sum, as indicated herein below, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the above described scope of work to the contract.

THE CONTRACTOR AGREES to furnish all services, material and labor and perform all work/tasks required to complete the above described changes in accordance with requirements for similar work covered by the Work/Task Order, except as otherwise stipulated herein, for the following considerations:

The lump sum of: XXXXXXXXXX and xx/100 (\$XXXXXXXX).

Substantial Completion Date of: XXXXXX

Liquidated Damage: XXXX /day

Contractor: _____

Accepted for Contractor/Consultant by: _____ Title _____ Date _____

USING AGENCY

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this WORK/TASK ORDER.

By Using Agency - Administrative or Budget Office _____ Date _____

COST SUMMARY FOR CONTRACT NO. – PLEASE LEAVE BLANK

Previous Work/Task Orders	\$
Work/Task Order Change Add/Deduct	\$ N/A
Net Prior to this Work/Task Order	\$
<u>This Work/Task Order - Add <input type="checkbox"/> Deduct <input type="checkbox"/></u>	<u>\$</u>
Revised Contract Amount	\$
<u>Maximum Contract Amount</u>	<u>\$</u>
Amount Available	\$

APPROVALS

Approved by PDC Project Manager, Name _____ Date _____

Approved by PDC Manager, Name _____ Date _____

Approved by Contract Manager, Margaret Lopez _____ Date _____

NOTE: No persons shall authorize or perform any of the above until the Work/Task Order has all signatures and has been distributed.

DISTRIBUTION: Auditor, Contract Administration, Parks and Recreation Contract Admin, Parks On-Call Admin, City Engineering (PMO), DSBO, and Contractor.

EXHIBIT D



**On-Call Services
WORK/TASK ORDER CHANGE**

NAME OF PROJECT:

Administered by: PARKS PLANNING, DESIGN AND CONSTRUCTION, DEPARTMENT OF PARKS AND RECREATION
101 W. COLFAX AVE. DEPT. 900 DENVER, CO 80202 EMAIL: Colton.Rohloff@denvergov.org

Contractor/Consultant:	Work or Task Order #:
Vendor ID #:	Change Order #:
OC Contract #:	Fund / Org. / Project # / Cap. Program:
Contract Name: Ecological, Restoration & Technical On-call	Contract (PO) #:

It is hereby mutually agreed that when this WORK/TASK ORDER CHANGE has been signed by the contracting parties, the following described changes shall be executed by the Contractor/Consultant without changing the terms of the Contract except as herein stipulated and agreed:

Modifications to the Work/Task Order described in the narrative below, summarized on scope table on next page and in Bid/Proposal, dated DATE and attached as Exhibit A.

Scope:

The additional sum, as indicated hereinbelow, constitutes full and complete consideration, payment and satisfaction to the Contractor/Consultant for the above described changes to the work order, and the Contractor/Consultant hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, other consideration for the above described changes to the work order.

THE CONTRACTOR AGREES to furnish all services, material and labor and perform all work/tasks required to complete the above described changes in accordance with requirements for similar work covered by the Work/Task Order, except as otherwise stipulated herein, for the following considerations:

Add to the Work/Task Order the sum of: NA dollars (\$00.00).

Work/Task Revised Completion Date: _____

Contractor/Consultant: _____

Accepted for Contractor/Consultant by: _____ Title _____ Date _____

WORK/TASK ORDER NO. 23-01 COST SUMMARY

PLEASE LEAVE BLANK

Original Work/Task Order Amount	\$
<u>Previous Change Order Additions <Deductions></u>	\$
SUB-TOTAL	\$
<u>This Work/Task Order Change - Add <Deduct></u>	\$
REVISED TOTAL WORK/ TASK ORDER AMOUNT	\$

COST SUMMARY FOR CONTRACT NO. – PLEASE LEAVE BLANK

Total of All Work/Task Orders Issued	\$
Previous Work/Task Order Change Add/Deduct	\$
Net Prior to this Change	\$
<u>This Change -- Add <Deduct></u>	\$
Revised Contract Amount	\$
<u>Maximum Contract Amount</u>	\$
Amount Available	\$

USING AGENCY

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this WORK/TASK ORDER CHANGE.

By Using Agency - Administrative or Budget Office _____ Date _____

APPROVALS

Approved by Project Manager (Parks Dept.), Name _____ Date _____

Approved by PDC Manager, Name _____ Date _____

NOTE: No persons shall authorize or perform any of the above until the Work/Task Order Change has all signatures and has been distributed.

DISTRIBUTION: Auditor (Contracts), Auditor Import (Prevailing Wage), P&R Contract Administration, Parks On-Call Admin, City Engineering (PMO), DSBO, and Contractor.

EXHIBIT E



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2022

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).

Table with columns for PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and NAIC #. Includes details for Klein Agency, LLC and various insurers like Charter Oak Fire Insurance Co.

COVERAGES CERTIFICATE NUMBER: 22-23 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.

Main table listing insurance coverages (A-E) with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Formal Proposal No. #202160548 for On-Call Restoration, Ecological, and Technical Services. The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insureds with regards to the Commercial General Liability policy, the Business Auto Liability policy and the Pollution Liability policy.

Table with columns for CERTIFICATE HOLDER and CANCELLATION. Certificate holder is City and County of Denver. Cancellation section contains a notice and an authorized representative signature.



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: July 26, 2021
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, July 23, 2021** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20210002
Superseded General Decision No. CO20200002
Modification No. 2
Publication Date: 07/23/2021
(6 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 (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. 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.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.00 to comply with the city's minimum wage. The effective date is July 1, 2021. See page 7 for reference.**

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

"General Decision Number: CO20210002 07/23/2021

Superseded General Decision Number: CO20200002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/05/2021
2	07/23/2021

ASBE0028-001 07/01/2019

Rates

Fringes

Asbestos Workers/Insulator
(Includes application of

all insulating materials,
 protective coverings,
 coatings and finishings to
 all types of mechanical
 systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON AND WELD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

ELEC0068-001 06/01/2020

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	16.97

ELEC0111-001 09/01/2020

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 22.04	24.25%+6.80

Line Equipment Operator.....	\$ 35.61	24.25%+6.80
Lineman and Welder.....	\$ 49.45	24.25%+6.80

 ELEC0113-002 06/01/2020

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 33.25	3%+15.75

 ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

 ENGI0009-001 05/01/2020

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 30.37	11.15
Blade: Rough.....	\$ 30.37	11.15
Bulldozer.....	\$ 30.37	11.15
Cranes: 50 tons and under..	\$ 30.20	11.15
Cranes: 51 to 90 tons.....	\$ 30.47	11.15
Cranes: 91 to 140 tons.....	\$ 31.55	11.15
Cranes: 141 tons and over...	\$ 33.67	11.15
Forklift.....	\$ 29.67	11.15
Mechanic.....	\$ 30.53	11.15
Oiler.....	\$ 29.29	11.15
Scraper: Single bowl under 40 cubic yards.....	\$ 30.20	11.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 30.37	11.15
Trackhoe.....	\$ 30.20	11.15

 IRON0024-003 11/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.00	12.01
Structural		

 LABO0086-001 05/01/2009

	Rates	Fringes
--	-------	---------

Laborers:

Pipelayer.....\$ 18.68 6.78

PLUM0003-005 06/01/2020

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes

PLUMBER.....\$ 43.63 16.67

PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 35.17 11.70

PLUM0208-004 01/01/2021

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes

PIPEFITTER.....\$ 39.10 13.77

* SHEE0009-002 07/01/2021

Rates Fringes

Sheet metal worker.....\$ 36.45 20.15

 TEAM0455-002 07/01/2020

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 22.66	4.42
Tandem/Semi and Water.....	\$ 23.29	4.42

 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 07-01-2021)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$15.00	\$2.92
Laborer (Flagger)		\$15.00	\$3.80
Laborer (Landscape)		\$15.00	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.