

CONTRACT SERVICES AGREEMENT

“On-Call Services”

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered, effective as of the date set forth on the City’s signature page below (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (the “**City**”) and **SUPERTREES COLORADO LLC**, a Colorado limited liability company, with an address of 5185 Emerson St., Denver, CO 80216 (the “**Contractor**”), both of which parties may be individually referred to in this Agreement as a “**Party**” or jointly referred to as the “**Parties**”.

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

1. WORK TO BE PERFORMED:

A. Services: The Contractor agrees to perform, as assigned, tree planting and watering services as described in the **Statement of Work** in **Exhibit A**, which is attached hereto and incorporated herein by reference (the “**Work**”). Contractor shall perform Work in a highly skilled manner consistent with the performance standards and technical requirements set forth in **Exhibit A**. As prescribed in issued notices specifying the Work to be performed (“**Task Notice**”), the Contractor shall promptly initiate and complete the specifically assigned services during the specified time periods at identified locations (“**Work Projects**”). The Contractor shall diligently prosecute the Work to completion using its best efforts, highly skilled work effort, and attention. The Contractor shall be solely responsible for all means, methods and techniques of performance, protection of property, and safety.

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

C. Non-exclusivity: The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Work for which the City may contract. The City may enter agreements with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Executive Director, the contractor which is the most cost effective, best suited, or most readily able to perform a specific Work Project.

D. Task Notice: As the Department determines the need and availability of funding for each Work Project, the City will issue a written Task Notice to the Contractor detailing the nature and extent of services to be provided, the location of the Work Project, and the timeframes within the Work Project is to be performed, with a projected amount to be paid to the Contractor (the “**Work Project Amount**”) based on the Work items described in the **Statement of Work** in **Exhibit A** and the **Rate Sheet** set forth in **Exhibit B**, which is attached to this Agreement and incorporated herein by reference. The Contractor acknowledges and affirms that the City may rely upon the **Rate Sheet** in the preparation of Task Notices as provided herein. Following receipt of the issued Task Notice, the Contractor shall, within seventy-two (72) hours and in good faith, confirm in writing the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back in writing to the Department as to the Contractor’s ability to initiate and complete the Work Project in the timeframes specified in the Task Notice. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Task Notice and the Work Project Amount. Confirmation includes, but is not restricted to, inquiries with the Department as to any directions or specifications in the Task Notice which are not clear. If the Contractor fails to contact the Department within seventy-two (72) hours following receipt of the issued Task Notice and/or fails to state unequivocally that the Contractor is ready and willing to perform the Work Project in the manner and timeframes indicated on the Task Notice, the Department reserves the right to immediately withdraw the issued Task Notice. Upon the Contractor confirming the Task Notice, with or without changes or corrections, the Department will notify the Contractor to proceed on the assigned Work Project and acknowledge or deny any corrections or changes to the Task Notice or Work Project Amount requested by the Contractor. The Contractor shall promptly proceed to perform the assigned Work Project unless the Contractor rejects the Task Notice in writing within seventy-two (72) hours of receiving the Department’s notice to proceed.

E. Task Notice Change: If, after the Department notifies the Contractor to proceed to perform a Task Notice and commencement on the Work Project, additions, deletions or modifications to the Work described in the Task Notice, along with any associated changes in the Work Project Amount, are required by the Department or are requested by the Contractor and approved in advance by the Department, an amended Task Notice will be issued by the Department to the Contractor in accordance to the same standards and procedures prescribed for Task Notices. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance to the same standards and procedures prescribed for Task Notices, and notify the Department that the Contractor is ready and willing to perform the Work Project in the manner and timeframes as modified by the amended Task Notice. The Contractor shall promptly proceed to perform the assigned Work Project unless the Contractor rejects the amended Task Notice within seventy-two (72) hours of receiving the Department's notice to proceed.

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

G. 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: i) in timely reviewing and assessing an issued Task Notice or amended Task Notice; ii) in inspecting the Work Project site(s); iii) in evaluating the Contractor's ability to initiate and complete the Work Project in the manner and within the timeframe specified in the Task Notice or amended Task Notice; iv) in confirming the Work Project Amount specified in the Task Notice or any changes to the Work Project Amount under an amended Task Notice; v) in responding to the Department of Parks and

Recreation as required under this Agreement; vi) in initiating, making good progress, and completing the Work Project, all within the timeframes specified in the Task Notice or amended Task Notice; and vii) in promptly and fully correcting or completing any Work noted in a Notice of Deficiency. Failure or refusal by the Contractor to confirm a Task Notice or amended Task Notice or to initiate, make good progress, or complete Work after receiving a notice to proceed from the Department within the timeframes specified in the Task Notice or the amended Task Notice may result, at the discretion of the Executive Director and with very short notice, in the withdrawal of the Task Notice or amended Task Notice. Flagrant or persistent problems with the Contractor performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 5.B. below or, for failure to perform or substantially perform an issued Task Notice or amended Task Notice within specified timeframes or in accordance with the Task Notice or the amended Task Notice, in the pursuit of remedies under sub-section 5.D. below. Except as approved by the Executive Director in advance and in writing, the Contractor shall not subcontract with another contractor to perform the Work or assign an issued Task Notice or amended Task Notice to another contractor.

2. METHODS OF WORK:

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

B. Permits and Licenses: Any Work specified under this Agreement which requires 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 and maintain at its own expense all other permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work. The Contractor shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals.

C. Work Site Conditions: Work sites and nearby locations shall be kept clean and neat. Equipment, vehicles, and materials no longer needed at the site shall be promptly removed from the site, and any such items lawfully stored for use on the site shall be so placed and secured as to protect the public health and safety. Any debris and other waste materials caused by the Contractor 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 as is appropriate or needed for the Work, 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: i) the City department having charge of any property, right of way, or utility affected by the Work; ii) any utility having charge of any utility affected by the Work; and iii) 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 Executive Director or their designee may, at the Executive Director's or their designee'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. 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. The Contractor is responsible for being fully familiar with and complying with all applicable City, state or federal 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 City 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 at its own expense 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 City. 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.

3. TERM: The term of the Agreement runs from July 1, 2024, through July 1, 2027, or until the Maximum Contract Amount specified is expended, whichever is sooner; or unless this

Agreement is terminated earlier as provided in this Agreement or unless this Agreement is extended as provided in a separate amendment to this Agreement (“**Term**”). If the time needed to complete any Task Notice or amended Task Notice extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Task Notice or amended Task Notice; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in sub-section 4.A. below.

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that Task Notices or amended Task Notices with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to the Contractor. Issued Task Notices and amended Task Notices shall not, individually or cumulatively, authorize the performance of Work for which the Work Project Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total Work Project Amount(s) do not exceed the Maximum Contract Amount of this Agreement.

B. Conditions of Payment: Requests for payment, or progress payments, if applicable or appropriate, must be submitted by the Contractor to the Department fully documenting and itemizing the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A** and **Exhibit B**. Submittal of an approved invoice by the Contractor, as specified in sub-section 1.F. above, shall be a condition precedent to any obligation for the City to make payment for Work performed by the Contractor. The request for payment shall affirmatively represent that: i) Work specified in the Task Notice or the amended Task Notice has been performed and completed or partially completed and any Deficiency Notice has been satisfied; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of Section 12 below have been fully complied with; iii) all rights, title and interests to the materials or improvements provided or installed as the result of this Work have transferred to the City; and iv) no interest or

encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the request for payment is hereby deemed to contain them. The request for payment must be approved by the Executive Director in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any costs of any repair or replacement of property as specified in sub-section 2.D. above or correction of Work performed by the City. In addition, the City may withhold from payment an amount sufficient to cover any claims, as prescribed by section 38-26-107, C.R.S. Any payment may be reduced by any liquidated damages assessed by the Executive Director under sub-section 5.D.2. below and the costs of any repair or replacement of property as specified in sub-section 2.D. above. The Contractor may submit a request to modify the **Exhibit B** rates once per calendar year. The request shall be approved or disapproved by the Executive Director at the Executive Director's sole discretion, provided that any such approved increase shall not exceed five percent (5%) per year over the then-current prices, and provided that any such increase is subject to the appropriation of funds in accordance with sub-section 4.C. below and a separate amendment to this Agreement.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

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

5. TERMINATION AND REMEDIES:

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

B. Termination, 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 Executive Director may, at the Executive Director's option, either terminate this Agreement or withdraw a Task Notice or an amended Task Notice, with cause, upon written notice to the Contractor:

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

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

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

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

5) The Contractor has made an assignment or transfer of, or subcontracts, its responsibilities and obligations under this Agreement without obtaining the Executive 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 Executive 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 Executive Director to protect the interests of the City;

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

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

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

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;

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

14) 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.

C. Compensation: Upon termination of this Agreement or withdrawal of a Task Notice or amended Task Notice by the Department, with cause, under sub-section 5.B. above, the Contractor shall be compensated for the Work that the Executive 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: i) the costs of releasing any liens or covering any subcontractor or supplier claims related to the Contractor's Work; ii) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work; or iii) the costs to repair or replace any damaged or lost property caused by the Breach. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

D. 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: i) cancellation of the Agreement; ii) actual damages or costs caused by the Breach of the Contractor; and iii) 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.C. above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any Task Notice or amended Task Notice performed in whole or part by the Contractor. The City and the Contractor understand and agree that the rights of specific performance and to incidental, consequential, or punitive damages have been hereby expressly waived and released by both Parties.

2) *Liquidated Damages:* If the Executive Director determines, at the Executive Director's discretion, for delay or a Breach of this under Agreement, 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 an amount equal to ten percent (10%) of the Task Notice or amended Task Notice total cost. The ten percent (10%) liquidated damages will be

assessed upon a twenty-four (24) hour delay in the Contractor's work. The liquidated damages for delay will not be assessed if the Contractor first provides notice to the City that the work will be delayed. The Contractor and City hereby acknowledge and agree that it would be impractical and extremely difficult to estimate the damages which the City might incur for said delay or 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: It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform contracted services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor or the Contractor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of D.R.M.C. or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: i) are not entitled to workers' compensation benefits through the City; ii) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

8. INSURANCE:

A. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services

provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

D. Waiver of Subrogation: For all coverages required by this Agreement, the Contractor's insurer shall waive subrogation rights against the City.

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

F. Workers' Compensation/Employer's Liability Insurance: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

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

H. 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 AND 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. 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.

12. 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 12 shall survive the expiration or termination of this Agreement.

13. 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.

14. DISPOSAL OF NON-HAZARDOUS WASTE AT DADS: In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the

Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Proposals shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

15. WARRANTIES; CORRECTION OF WORK; TITLE: The Contractor warrants and guarantees 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 shall 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 all of the Work 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). 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.

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

17. ASSIGNMENT AND SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without first obtaining the prior written consent of the Executive Director. Any assignment or subcontract approved by the Executive 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 Executive Director's written consent. Any assignment or subcontract without the Executive Director's written consent shall be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has the sole and absolute discretion whether to consent to any assignment or subcontract or whether to terminate the Agreement because of unauthorized assignment or subcontract. In the event of any unauthorized assignment or subcontract: i) the Contractor shall remain responsible to the City; and ii) no contractual relationship shall be created between the City and assignee or subcontractor.

18. NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of

action by any third person. Any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

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

22. CONFLICT OF INTEREST:

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

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will

determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

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

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

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

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

25. GOVERNING LAW; VENUE; AND CONSTRUCTION DEFECTS:

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

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

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

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

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

27. **[RESERVED]**

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

29. **PREVAILING WAGES**:

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

B. Date bid or request for qualifications/proposals was advertised: 1/22/2024.

C. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no

bid/proposal issuance date is applicable. Unless expressly provided for in this Contract, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

F. 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.

G. 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.

30. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

31. 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, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations to provide the insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period. In addition, all obligations for financial assurances, warranties, and title prescribed in this Agreement shall survive as provided in this Agreement.

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 permitted 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, hereby warrants and guarantees that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

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

39. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other

documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Rate Sheet

Exhibit C – Certificate of Insurance

Exhibit D – Prevailing Wages

[SIGNATURES PAGES FOLLOW]

Contract Control Number: PARKS-202473352-00
Contractor Name: SuperTrees Colorado LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202473352-00
SuperTrees Colorado LLC

By:  _____
B157A1D3038B439...

Name: David Bourscheidt
(please print)

Title: Colorado Division Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A Statement of Work

A. PROJECT BACKGROUND:

Denver Parks and Recreation's Office of the City Forester's mission is to protect, preserve and renew its urban tree canopy. In an effort to preserve the ecological services Denver's urban tree canopy provides to the community, the City is actively planting new and replacement trees throughout public property within the City and County of Denver such as parks, parkways, public office space, within public right-of-way, etc. On an as-needed basis, on-call Contractors will install/plant trees and also provide establishment watering for the new trees.

B. GENERAL REQUIREMENTS:

The Contractor shall perform tree planting work throughout public right-of-way and public property areas. The Office of the City Forester will issue the Contractor written Task Notices that describe the agreed-upon job details, timing, and all costs.

The Contractor shall take all actions necessary and appropriate for the planting of trees, and perform services in strict compliance with the direction of the Office of the City Forester or other authorized designees ("Forestry Representative").

1. Contractor Qualifications/Quality Standards:

The Contractor shall utilize employees experienced in providing the services described herein in a consistently high professional manner. The Contractor shall possess on staff, a current International Society of Arboriculture (ISA) Certified Arborist, Landscape Industry Certified Technician through ALCC, Certified Nursery Professional or a combination of all three who must remain active throughout the full term of the contract.

All materials and work shall comply with applicable sections of the following references: ISA – Best Management Practices – Tree Planting, ANSI A300 – Transplanting Standard – Part 6 and the American Standard for Nursery Stock (ANSI - Z60.1).

2. Tree Delivery and Hours of Work:

The City will provide the trees to be planted and will schedule delivery of trees to planting locations. The Contractor shall coordinate with the Forestry Representative with respect to this delivery schedule. The Contractor shall also store trees if necessary and deliver nursery stock to individual planting sites. Trees are to be planted same day of delivery to the designated sites.

Care shall be taken during delivery. Root balls are fragile and shall be handled carefully. Do not pick a tree up by its stem, or drag it around by its branches; the Contractor shall carry or lift the tree by the root ball by hand or mechanical means. The Contractor shall take extra care to not drop the tree since doing so will disrupt contact between fine roots and soil.

The Contractor shall tie trees securely to the truck so they do not roll around during transport and protect the trunk from damage. The Contractor shall tarp trees so air moves over the cover and does not penetrate under it. (Branches will normally be tied together close to the trunk to prevent breakage.)

Normal working hours are from 7:00 A.M. through 7:00 P.M., Monday through Friday. These hours may be extended upon approval of the Forestry Representative. In areas of high-volume traffic and public access, the work hours are to be from 8:30 A.M. to no later than 4:30 P.M. No work will be scheduled during observed City and County of Denver holidays, unless approved prior to the date by the Forestry Representative.

3. Workmanship and Inspection:

The Forestry Representative shall determine quality and acceptability of materials used and work performed, the manner of performance, and the rate of progress of the work. Workmanship shall be

of the highest quality. The Contractor shall at all times enforce strict discipline and good order among its employees or subcontractors. Uniforms shall be worn at all times, and smoking is prohibited on job sites.

The Contractor will follow lowest impact (to natural resources, agricultural resources, and recreational resources) methods of access and application while accessing City land, including the least amount of vehicle use required on site. Any changes in scheduled activities must be approved in advance by the Forestry Representative.

4. Supervision and Safety:

The Contractor shall be responsible for the supervision and direction of the work performed by its employees or subcontractors, and shall at all times provide a full-time manager or crew leader on the premises to carry out the responsibility. The manager or crew leader shall have the authority to act as agent for the Contractor and shall be fully qualified to implement the terms, conditions, and specifications of the contract.

At least one member of the on-site crew must be fluent in English and able to answer questions or concerns from the Forestry Representative and/or the public.

The Contractor shall be responsible for instructing employees in all safety measures. All equipment used shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any persons or property in the vicinity of the work being performed. All electrical equipment will be properly grounded. All workers shall wear proper personal protective equipment while working.

The Contractor shall be responsible for ensuring public safety while providing services.

5. Permits:

The Contractor shall be responsible for obtaining all required permits and paying any costs associated with these permits before commencing work. Street occupancy, lane/street closure permits, and rules associated with street/traffic permits may be obtained through the City's Department of Transportation and Infrastructure ("DOTI") Traffic Division.

Park access and trail closure permits may be obtained through Parks and Recreation Citywide Inspections (720-865-6975), and the permit application can be found [here](#).

Current required permits and fees are as follows:

(note all fees are subject to change)

- Forestry Tree Work Permits:
 - no cost (required for all licensed contractors)
- Park Access Permits:
 - no cost
- DOTI Annual Equipment Fee:
 - \$50/piece of equipment (required for all licensed contractors)
- DOTI Street Occupancy Fees:
 - \$50 one-time annual fee (required for all licensed contractors)
 - additional job-related street occupancy permit fees will be waived with a Task Notice
- Traffic Control Plans and Barricades:
 - The Contractor must follow DOTI requirements for obtaining permits and providing traffic plans to receive street occupancy permits. It's possible but not guaranteed that the City's traffic control/barricade supplier will pass its City rates to the

Contractor; the Contractor is responsible for asking the City's traffic control/barricade supplier directly.

All underground utility locates shall be coordinated by the Contractor prior to the start of any planting jobs. No work shall commence prior to the completion of the utilities location. The Contractor shall start work upon arrival at designated planting sites after determining that utility locates have been performed and that the trees are available and ready for planting. If these conditions do not exist, the Contractor shall promptly inform the Forestry Representative.

The Contractor shall comply with the State Regulations Pertaining to Solid Waste Sites and Facilities (6 CCR 1007-2, Part 1), Section 5.5 Management of Regulated Asbestos-Contaminated Soil (RACS) any time the Contractor generates any construction debris from soil disturbing activities. Once construction debris is visually noted, it must be evaluated by a Certified Asbestos Building Inspector per the State Regulation for Compliance to the Protocols. The Contractor shall contact the City's Department of Public Health and Environment for clarification as need be.

Any fill material or soils to be moved to and placed on City-owned property or moved to and placed on real property to be transferred to the City must be free of known contamination (observed and documented or previously documented) and acceptable for unrestricted residential use. The Contractor shall contact the City's Department of Public Health and Environment for clarification as need be.

6. Materials, Equipment, and Storage:

The Contractor shall be responsible for the complete performance of all work and for the methods, means, and equipment used, and for all materials, tools, apparatus, and property of every description used in connection therewith. The Contractor shall furnish and maintain all the necessary equipment.

The City will not supply areas of storage. It shall be the Contractor's responsibility to store their equipment and materials appropriately and safely. The City may conduct an inspection at any time to verify the condition of trees, equipment or material in areas of storage.

The Contractor's business name and phone number shall be posted in letters and numbers not less than two inches in height on a contrasting background, on the two sides of all vehicles operated by the Contractor for the work.

7. Cleanup and Protection/Disposal:

The Contractor shall be responsible for removal and proper disposal of all unwanted plant material and excess soil. Excess and waste material shall be either recycled or reused whenever possible. The planting area shall be cleared of all debris, soil piles, and containers.

Under no condition shall the accumulation of debris be allowed upon private or public property that may result in a public hazard.

Any damage to existing landscape, paving, in-ground sprinklers, irrigation systems, or other such features as a result of the work shall be repaired by the Contractor to its original condition. Lawn areas damaged as a result of landscape installation must be restored to the original condition. Extra sod produced from the planting process shall also be removed from the site and disposed of.

The Contractor is always responsible for complying with all applicable laws regarding the use and occupancy of the City's rights-of-way.

C. TREE PLANTING:

The Contractor shall be responsible for planning, scheduling, and reporting progress of work to ensure timely completion during the best season and weather for tree planting.

The Contractor shall ensure stored trees are healed-in, watered, and protected from sun, wind, and mechanical damage. The best possible condition of the tree shall be planted after storage by the Contractor. The Forestry Representative shall determine if condition of tree(s) is suitable for planting.

The tree planting locations are designated by the Forestry Representative before any digging work is commenced. Without additional costs to the City, tree planting locations may be adjusted to meet field conditions as specified by the Forestry Representative.

Rocks, roots, and other underground obstructions shall be removed to a depth necessary to permit proper planting according to specifications. If the Contractor encounters unexpected obstructions which prevent or seriously hamper the excavation, the Contractor shall cease digging at that specific location until the Forestry Representative determines the appropriate course of action.

Tree planting shall be performed as directed in the City's current Tree Planting Detail Public Space guidelines referenced in Table 1 below, which may be amended over time. Planting holes shall be round, three to four times wider than the root ball at the surface, and twice the diameter of the root ball at the base of the planting hole, with sloped sides and flat bottoms. Rotating augers cannot be used to excavate holes, but stump grinders and front-end loaders can be used. The City prefers the Contractor utilize a hand-digging method.

The bottom and sides of all planting pits shall be scarified. Excavation shall not be undertaken when the ground is frozen, unless approved by the Forestry Representative.

The root crown or first structural root shall be located prior to depth of planting hole being completed. The hole shall be one to two inches shallower than top of the root crown. The stem is centered in the hole, oriented as it grew/was stored at the nursery, and is perpendicular from all cardinal directions to the ground.

The Contractor shall remove all twine, nails, burlap, wire basket, plastic container as carefully as possible so as not to disturb the root ball. For balled and burlap trees, if the root ball is already breaking up, it's acceptable for the Contractor to leave the bottom 1/3 of container material (burlap and wire basket). The Contractor shall seek clarification and/or approval from the Forestry Representative as need be.

Mulch will be available from the City, but the Contractor must load and pick up the mulch at the Smith Road facility during normal business hours 6:30 AM - 2:00 PM Monday through Friday, excluding City holidays. The Contractor shall provide clean and uniform wood mulch/chips that are free of insects, disease, weeds or other deleterious material; City-provided mulch may contain foreign debris and trash that the Contractor must remove before use.

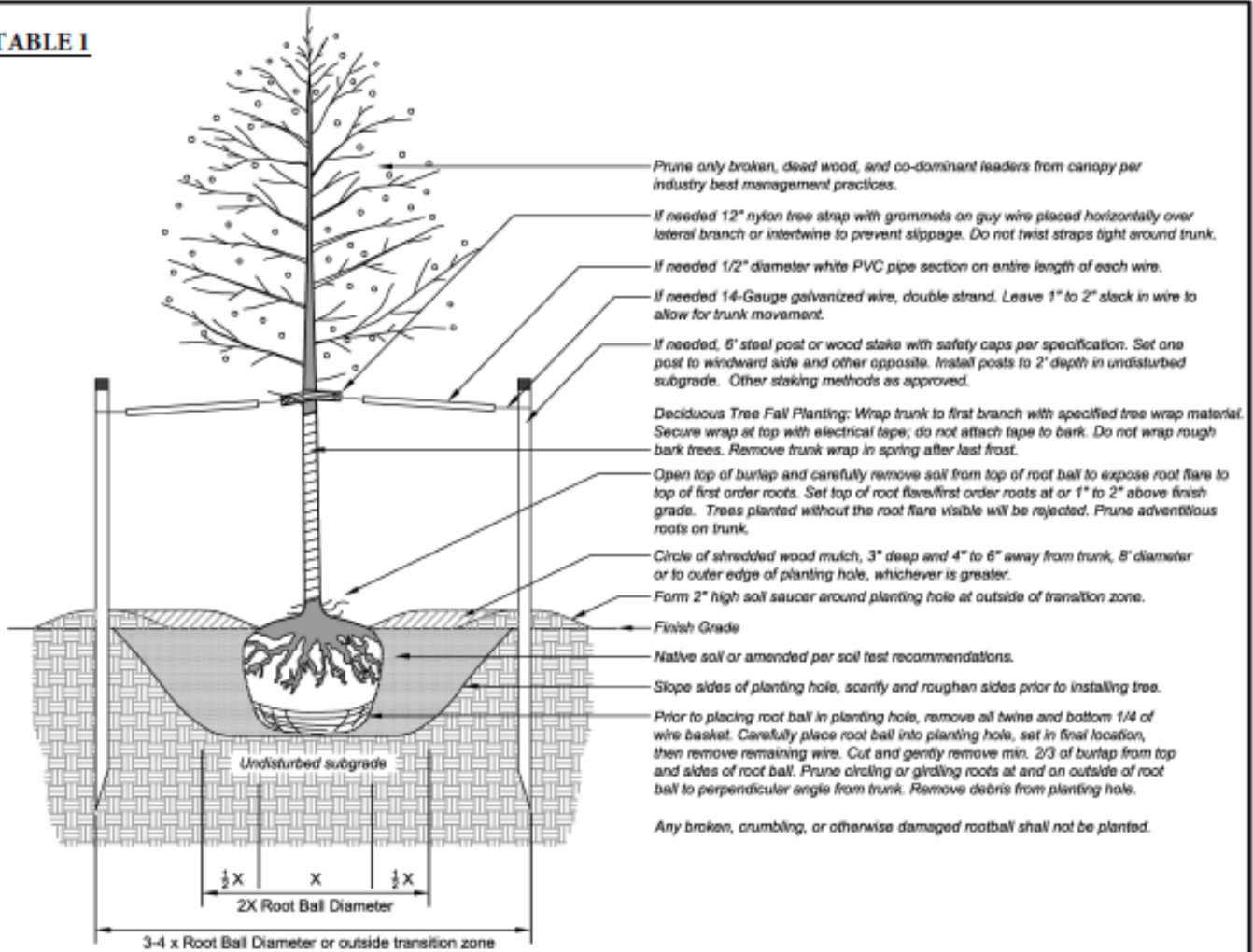
All trees shall be mulched with a three to four-inch deep layer of mulch and at a minimum of 4-foot (4') radius from the stem, to encompass entire disturbed planting area, with all mulch being kept six inches from the tree trunk, or as otherwise directed by the Forestry Representative.

All trees shall be properly watered upon being planted by the Contractor. The Contractor shall fill up the planting site twice after planting, and allow to drain to expose air pockets and minimize settling. The Contractor may add soil to fill gaps created by settling, and shall construct a two to three-inch high water well around the planting site.

Soil excavations resulting from planting must be promptly filled in, up to the surrounding soil grade, with clean earth fill. The fill must be free of excessive debris.

The Contractor shall stake trees when instructed by the Forestry Representative. Staking materials and methods shall be specified by the Forestry Representative with consideration to specific planting sites and/or concerns to tree health and public safety.

TABLE 1



Trees planted upon park land, public property, or within the Public Right of Way (PRW) are subject to the following restrictions:

- Prior to digging, the Utility Notification Center of Colorado shall be contacted at 811 to locate underground utilities.
- A planting permit from the Office of the City Forester (OCF) is required at all times, regardless of approved plans. Penalties shall be issued for trees planted without an OCF issued permit.
 - Tree planting shall not occur when daytime temperatures reach or exceed 90-degrees Fahrenheit, unless approved by OCF.
 - In general, all tree planting should be performed avoiding the hottest part of the day.
- Only tree species approved by the OCF shall be planted. For a list of prohibited or suspended trees, visit the OCF website.
- Trees shall not be planted in tree lawns less than five feet wide unless authorized by the OCF.
- Trees shall be centered in tree lawns and/or planting areas. Where sidewalks are not present, trees shall be located as designated by the OCF.
- Unless authorized by the OCF, trees shall be located:
 - Outside street intersection sight distance triangle, measured 30 (thirty) feet along the PRW in each direction from the corner.
 - Min. 10 (Ten) feet from alleys and driveways
 - Min. 20 (Twenty) feet from stop signs and curb ramps
 - Min. 25 (Twenty-five) feet from street lights
 - Min. 10 (Ten) feet from electric/gas/water lines, water meters/pits, and fire hydrants
 - Min. 15 (Fifteen) feet from small cell towers
 - Min. 10 (Ten) feet from RTD light rail lines
- If overhead utility wires exist, only trees with an expected mature size that meet current clearance regulations may be planted
- Tree spacing shall be based on projected mature canopy size and above restrictions, or as approved by the OCF.
- No vegetation to be planted over top of or within root ball area (denoted as X above).
- Omit weed barrier fabric from tree planting areas, including landscaped areas.
- All electric fixtures and utilities, including but not limited to outlets and lights, shall be located at outside perimeter of tree planting areas within hardscape. In tree lawns, fixtures shall be placed minimum 3 (three) feet radially from base of trunk.

When planting is completed, contact forestry@denvergov.org for final inspection.



City and County of Denver
Office of the City Forester
101 W. Colfax Ave, Denver, CO 80202

Tree Planting Detail - Public Space

Detail: OCF-PLNT 1

Effective: 4-01-2022

D. TREE WATERING:

Trees shall be watered in specified areas on a specified schedule at various locations identified by the Forestry Representative. Watering shall consist of watering at the time of planting the trees, and/or follow-up watering post-planting.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall be required to truck or haul fresh water to various locations, and all tanks must be neutralized prior to hauling water for the City.

Tanks that have previously hauled herbicides or any other product other than potable or well water shall not be used.

All trees shall be thoroughly watered, consistently soaking at least twelve inches (12") in depth, throughout dripline. All trees shall receive a minimum of 25 gallons of water per caliper, or diameter, inch at each watering. Only surface applications of water are acceptable. If water causes movement of mulch or soil, either or both shall be restored to its original condition prior to watering. If watering causes the root ball of a newly planted tree to move in the soil, the tree shall be straightened and/or staked by the Contractor to restore it to original condition.

E. INVOICING:

The Contractor's invoice must include, in addition to other required information, the following where applicable and for the hourly-price items:

1. Name of location(s) or park(s);
2. Itemized number of trees watered by location/park;
3. Number of gallons used per location/park; and
4. Number of hours worked for the Task Notice.

The Contractor may also request reimbursement from the City for barricade costs. Reimbursement will be approved for barricade costs for a single set up and tear down related to the City-assigned tree planting and/or watering, unless prior approval is given by the Forestry Representative for additional reimbursement costs.

Traffic control and barricade invoices associated with each Task Notice shall be submitted by the Contractor at the same time as the tree work invoice, but the barricade and traffic control costs shall be submitted on a separate invoice. The invoice must include:

1. Task Notice number;
2. Set up and tear down costs; and
3. Copy of the barricade/traffic control vendor's original invoice.

Exhibit B Rate Sheet

No	Description	Brand Preference	UOM	Group Name	Project Name	Total Cost
1	15 gallon container	Not Applicable - Service Item	Each	PER TREE	tree planting	\$75.00
2	20 gallon container	Not Applicable - Service Item	Each	PER TREE	tree planting	\$90.00
3	25 gallon container	Not Applicable - Service Item	Each	PER TREE	tree planting	\$100.00
4	1.5" balled & burlap tree	Not Applicable - Service Item	Each	PER TREE	tree planting	\$100.00
5	1.75" balled and burlap tree	Not Applicable - Service Item	Each	PER TREE	tree planting	\$110.00
6	2" balled & burlap tree	Not Applicable - Service Item	Each	PER TREE	tree planting	\$125.00
7	2.5" balled & burlap tree	Not Applicable - Service Item	Each	PER TREE	tree planting	\$165.00
8	2.75" balled & burlap tree	Not Applicable - Service Item	Each	PER TREE	tree planting	\$220.00
9	3" balled & burlap tree	Not Applicable - Service Item	Each	PER TREE	tree planting	\$275.00
10	Mulching and watering at time of planting in accordance with the specifications in RFP Section 2(C)	Not Applicable - Service Item	Each	PER TREE	tree planting	\$25.00
11	Staking tree in accordance with the specifications in RFP Section 2(C)	Not Applicable - Service Item	Each	PER TREE	tree planting	\$50.00
12	Delivery/drop of tree to single planting location in accordance with specifications in RFP Section 2(B)	Not Applicable - Service Item	Each	PER TREE	tree planting	\$25.00
13	Calling utility locates for planting site in accordance with the specifications in RFP Sections 2(B) and 2(C)	Not Applicable - Service Item	Each	PER TREE	tree planting	\$11.00
14	Weekly storage of tree in accordance with specifications in RFP Sections 2(B) and 2(C)	Not Applicable - Service Item	Each	PER TREE PER WEEK	tree storage	\$11.00
15	Follow-up watering after planting in accordance with the specifications in RFP Section 2(D)	Not Applicable - Service Item	Hourly Rate	PER HOUR	tree watering	\$85.00

Additional Pricing Discount:

The total costs listed for tasks 1 through 13 will be reduced by 10% for all Task Notices issued by the City between December 15 and February 28 of each year of the Contract.



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 601 SW 2nd Avenue, Suite 1200 Portland, OR 97204 www.bbrown.com	CONTACT NAME: Brown & Brown	
	PHONE (A/C, No. Ext): 503-274-6511	FAX (A/C, No): 503-274-6524
E-MAIL ADDRESS: coi@bbrown.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Specialty Underwriters Ins Co		13037
INSURER B: Cincinnati Insurance Company		10677
INSURER C: SAIF		
INSURER D: Zurich American Insurance Company		16535
INSURER E: Gemini Insurance Company		10833
INSURER F:		
INSURED SuperTrees Colorado LLC 5185 Emerson St. Denver CO 80216		

COVERAGES

CERTIFICATE NUMBER: 79545955

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CSU0185705	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		EPP0649330	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSU0204862	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 2,000,000
B				EPP0649330	4/1/2024	4/1/2025	AGGREGATE	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	773377	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D		<input type="checkbox"/>	<input type="checkbox"/>	2185915	9/1/2023	9/1/2024	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Inland Marine			EPP0649330	4/1/2024	4/1/2025	Contractor's Equipment Blanket \$451,168	
E	Professional E&O			VNPL010055	4/1/2024	4/1/2025	Aggregate/Each Claim \$1,000,000	

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

As required by written contract, the City and County of Denver, its elected and appointed officials, employees and volunteers are included as addition additional insured for general and automobile liability.

CERTIFICATE HOLDER

CANCELLATION

City of Denver Forestry Department 201 W. Colfax Avenue Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Michael Thomas
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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED SuperTrees Colorado LLC 5185 Emerson St. Denver CO 80216	
POLICY NUMBER CSU0185705		EFFECTIVE DATE: 4/1/2024	
CARRIER Cincinnati Specialty Underwriters Ins Co	NAIC CODE 13037		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Denver Forestry Department

ADDRESS: 201 W. Colfax Avenue Denver CO 80202

Supertrees, Inc.
 dba: Supertrees of Oregon
 dba: Supertrees Utah, LLC
 dba: Supertrees Colorado, LLC

Exhibit D Prevailing Wages

click [here](#) for an overview of Denver Prevailing Wages

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 8, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, January 9, 2024**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240002
Superseded General Decision No. CO 20230002
Modification No. 0
Publication Date: 1/9/2024
(9 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.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658 or Denver Minimum Wage for 2024, whichever is higher.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.20 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 2024.

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay
all	covered workers at least
extended on or after January	\$12.90 per hour (or the
30, 2022:	applicable wage rate
listed	on this wage
determination,	if it is higher) for all
	hours spent performing on
	that contract in 2024.

Modification Number	Publication Date
0	01/05/2024

ASBE0028-001 03/01/2022

Rates	Fringes
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Asbestos Workers/Insulator
(Includes application of

all insulating materials,
 protective coverings,
 coatings and finishings to
 all types of mechanical
 systems).....\$ 32.98 15.47

BRCO0007-004 01/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	10.86

BRCO0007-006 05/01/2023

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.89	13.70

ELEC0012-011 09/01/2023

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.90	14.96

ELEC0068-001 06/01/2023

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

	Rates	Fringes
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ELECTRICIAN.....\$ 43.20 18.38

ELEC0111-001 09/01/2023

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 24.61	21.25%+7.40
Line Equipment Operator.....	\$ 39.77	21.25%+7.40
Lineman and Welder.....	\$ 55.22	24.25%+7.40

ELEC0111-007 06/01/2019

MESA COUNTY

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

ELEC0113-002 06/01/2023

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.70	17.52

ENGI0009-001 05/01/2023

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 34.58	14.25
Blade: Rough.....	\$ 34.05	14.25
Bulldozer.....	\$ 34.05	14.25
Cranes: 50 tons and under..	\$ 34.77	14.25
Cranes: 51 to 90 tons.....	\$ 35.07	14.25
Cranes: 91 to 140 tons.....	\$ 36.27	14.25
Cranes: 141 tons and over...	\$ 38.63	14.25
Forklift.....	\$ 33.62	14.25

Mechanic.....	\$ 34.58	14.25
Oiler.....	\$ 33.19	14.25
Scraper: Single bowl under 40 cubic yards.....	\$ 34.21	14.25
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 34.41	14.25
Trackhoe.....	\$ 34.21	14.25

IRON0024-003 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	22.84
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

PLUM0003-005 06/01/2023

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

	Rates	Fringes
PLUMBER.....	\$ 48.23	19.77

PLUM0058-002 07/01/2023

EL PASO COUNTY

	Rates	Fringes
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Plumbers and Pipefitters.....\$ 43.90 16.83

PLUM0058-008 07/01/2023

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 43.90 16.83

PLUM0145-002 07/01/2023

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 37.57 14.93

PLUM0208-004 06/02/2023

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

Rates Fringes

PIPEFITTER.....\$ 44.56 19.72

SHEE0009-002 07/01/2023

Rates Fringes

Sheet metal worker.....\$ 38.47 20.83

TEAM0455-002 07/01/2023

Rates Fringes

Truck drivers:

Pickup.....	\$ 25.46	4.77
Tandem/Semi and Water.....	\$ 26.09	4.77

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 18.29	
Carpenters:		
Form Building and Setting...	\$ 18.97 **	2.74
All Other Work.....	\$ 16.14 **	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 16.22 **	2.92
Flagger.....	\$ 14.91 **	3.80
Landscape.....	\$ 15.56 **	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 the Prevailing Wage
Administrator for Supplemental Rates
(Specific to Denver projects)
Revision Date 01-01-2024**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$18.29	\$2.92
Laborer (Flagger)		\$18.29	\$3.80
Laborer (Landscape)		\$18.29	\$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.