

CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (the “**Agreement**”) is made and entered effective as of the date set forth on the City’s signature page below (“**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **KEESEN LANDSCAPE MANAGEMENT, INC.**, a Colorado corporation, with an address of 3355 S. Umatilla Street, Englewood, Colorado 80110 (the “**Contractor**”), referred to herein jointly as the “**Parties**” and individually as a “**Party**”.

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

1. WORK TO BE PERFORMED:

A. Services: The Contractor shall diligently and skillfully perform the following “Traditional Maintenance” services, including but not limited to mowing and grounds maintenance; weed control; fertilizations; emergent weed control; sweeping/raking; and trash pick-up. Services will include ongoing maintenance of ultra-urban green infrastructure facilities within the right-of-way necessary for the effective management of storm water runoff. Maintenance activities begin immediately following installation and continue through the life of the facility. Maintenance activities will include both routinely scheduled activities and non-routine activities that may be required after large storms. The routine maintenance activities include trash and sediment removal and removal of debris that could clog inlet and outlet control structures. Inspection records to track maintenance activities are also required. Services shall be performed as described in the Scope of Work attached hereto as **Exhibit A** and in accordance with the rates and schedule attached hereto as **Exhibit B** (the “**Work**”), both of which exhibits are incorporated herein by this reference. Service location and specific services for certain locations are subject to change.

B. Oversight: The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director of the Denver Department of Parks and Recreation or other designated representative (the “**Director**”) and the Department employee(s) assigned to manage the Work (the “**Department**”) and make every reasonable effort to fully coordinate the Work with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s Work. The Contractor agrees to allow

the City to review any of the procedures used by it in doing the Work under this Agreement and to make available for inspection all notes and other documents used in performing the Work.

2. METHODS OF WORK:

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

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

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

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

E. Safety: The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions

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

F. Completion; Deficiency: The Contractor shall promptly notify the Department as to the completion of the specified Work so that inspection of the Work may be made by the Department. If the Work performed is determined by the Department to be defective, deficient or incomplete, the Contractor shall correct or complete the Work, at no additional cost to the City, within the timeframe specified in a Notice of Deficiency issued by the Department and shall promptly notify the Department upon correction or completion of the Work.

3. TERM: The term of the Agreement shall start on April 1, 2018 and shall expire on December 31, 2020 (“**Term**”).

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The City agrees to pay the Contractor, and the Contractor agrees to accept, as the total compensation for the Work rendered and costs

incurred (including all "out-of-pocket" expenses) during the term of this Agreement a sum not to exceed **ONE MILLION FORTY-FIVE THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS AND ZERO CENTS (\$1,045,548.00)**, which amount shall not be exceeded unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. All Work is subject to inspection by the City prior to payment.

B. Conditions of Payment: Requests for progress payments must be submitted by the Contractor to the Department fully documenting and itemizing the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A** and **Exhibit B**. The request for payment shall affirmatively represent that: i) all of the specified Work has been fully performed and completed and any Deficiency Notice has been satisfied; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of section 13 below have been fully complied with; iii) all rights, title and interests to the materials or improvements provided or installed as the result of this Work have transferred to the City; and iv) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the representations are hereby deemed to contain them. The request for payment must be approved by the Director in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any liquidated damages assessed by the Director under sub-section 5.E.2) below and the costs of any repair or replacement of property as specified in sub-section 2.D above. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

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

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

5. COMPLIANCE WITH M/WBE REQUIREMENTS:

A. This Agreement is subject to Article III, Divisions 1 of Chapter 28; and Article V, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-117 to 28-137 D.R.M.C. (the "M/WBE Purchasing Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Contractor identified in its Proposal either itself as a self-performing firm, or MBE and/or WBE subcontractor firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of 15%. The goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 15%.

B. Under § 28-132 D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with Its originally achieved level of MBE and/or WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-133 D.R.M.C. The Contractor acknowledges that:

1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.

2) If change orders or any other contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the

contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Contractor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Contractor shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-133, D.R.M.C., as applicable, or the Contractor must show each element of modified good faith set out in § 28-135(d) D.R.M.C. The Contractor shall supply to the director the documentation described in § 28-135(d) D.R.M.C. with respect to the increased dollar value of the contract.

4) Failure to comply with these provisions may subject the Contractor to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Contractor must consult the M/WBE Ordinance or contact the designated DSBO representative at (720) 913-1999.

6. TERMINATION & REMEDIES:

A. Termination for Convenience of the City: The Director, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the Director. Any unfinished portion of the Work shall be faithfully and timely performed to the extent directed by the Director (in the Director's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

B. Termination for Convenience of the Contractor: Provided that the Contractor is not in Breach as provided in sub-section 5.C. below and subject to the survival provisions in section 34 below, the Contractor, upon giving ninety (90) calendar days written notice (unless a longer period is stated), may terminate this Agreement. Any unfinished portion of the Work shall be faithfully and timely performed to the extent directed by the Director (in the Director's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any

kind whatsoever against the City for any termination without cause, except for compensation as described herein.

C. Termination, With Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of this Agreement (“Breach”), for which the Director may, at the Director’s option, either terminate this Agreement, with cause, or seek liquidated damages, upon written notice to the Contractor, as provided below:

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Compensation: Upon termination of this Agreement, with cause, under sub-section 5.C above, the Contractor shall be compensated for the Work that the Director determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) liquidated damages, if specified under sub-section 5.E below; 2) the costs of releasing any liens related to the Contractor's Work; 3) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work; and/or 4) the costs to repair or replace any damaged or lost property caused the Breach of this Agreement. The Contractor shall have no claim of any kind whatsoever

against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

E. Remedies:

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

2) *Liquidated Damages:* If the Director determines, at the Director's discretion, for a Breach of this Agreement under sub-section 5.C above, not to seek termination but to apply liquidated damages as provided in this paragraph, the Contractor shall be liable to the City for liquidated damages in the amount of one hundred dollars (\$100.00) per day, calculated from the day that the Director issues notice to the Contractor of a Breach under sub-section 5.C through the day before the Breach is remedied, as so determined by the Director, or until the day another contractor undertakes the Work originally assigned to the Contractor. The Contractor and City hereby acknowledges and agrees that it would be impractical and extremely difficult to estimate the damages which the City might incur for said Breach, and that, in the interest of assuring that Work is timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of the Agreement or litigation.

7. 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.

8. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time. Neither the Contractor nor the Contractor's employees or officers are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees and officers: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

9. INSURANCE:

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

referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

C. Additional Insureds: For Commercial General Liability and Business Auto Liability, the Contractor's insurer(s), and any subcontractors' 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: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and

subconsultants maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

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

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

I. Additional Provisions:

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds (insured vs. insured exclusion); and

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

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

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

10. DEFENSE & INDEMNIFICATION:

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

B. The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

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

behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

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

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

11. 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.

12. FINANCIAL ASSURANCES: Without limiting or waiving any other responsibilities or obligations of the Contractor under this Agreement, the Contractor shall provide a payment and performance bond(s), an irrevocable letter of credit, or other performance guarantees in the amount of Twenty Thousand Dollars (\$20,000.00) (the "**Surety**"). Bonds must be substantially in the form specified in **Exhibit D**, which is attached hereto and incorporated herein by reference. The form of letters of credit or other performance guarantees must be acceptable to the City Attorney. The Contractor shall deliver to the Director, prior to the execution of the Agreement, a fully executed Surety which shall provide effective and sufficient financial assurance for the full and faithful performance of the Contractor's duties and obligations under this Agreement and the payment of bills for labor and materials for the Work, along with appropriate powers of attorney. The Surety must be issued from a surety corporation or bank authorized to do business in the State of Colorado and which is acceptable to the City. Such Surety shall be payable to the City upon demand for the Contractor's failure to perform as required under this Agreement and/or failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the Work under this Agreement. The Surety shall also assure the repair or replacement of any Work found to be defective or otherwise not in compliance with this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another Surety acceptable to the City during the Term of the Agreement and during the Term of any

Extension Amendment and for a ninety (90) day period after the expiration or termination of this Agreement or any Extension Amendment and any warranty period or other period prescribed by law. Satisfactory proof of renewal or acceptable replacement must be provided to the Director at least sixty (60) days prior to the date of expiration or termination of the Surety. The Contractor's obligations set out in this section shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination.

13. 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.

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

15. 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.

16. [RESERVED]

17. EXAMINATION OF RECORDS: The Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

18. ASSIGNMENT & SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor’s rights and obligations hereunder without first obtaining the written consent of the Director. Such consent may be granted or denied at the sole and absolute discretion of said Director. Any assignment or subcontract approved by the Director may require new or extended surety and insurance being provided by the Contractor or the Contractor’s assignee or subcontractor, as specified in the Director’s written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor’s rights and obligations under this Agreement without such prior written consent of the Director is ineffective and void, and in no way binding on the City. In such event, the Director may elect, at the discretion of said Director, to terminate this Agreement and all rights of the Contractor under this Agreement and/or to seek such other remedies available to the City under law

19. NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be

strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action to or by any third person or entity. Any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

20. 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.

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

22. 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.

23. CONFLICT OF INTEREST:

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

B. The Contractor shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of

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

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

Executive Director of Parks and Recreation
201 West Colfax Avenue, Dept. 602
Denver, Colorado 80202

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

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

26. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated in this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments and supplements to the same.

B. Compliance with Law: The Contractor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable

laws, codes, rules, regulations and orders of the United States of America, the State of Colorado, and the City and County of Denver.

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

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

28. **[RESERVED]** for Small Business Enterprises (SBE), –Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) provision, if applicable.]

29. **PREVAILING WAGES**:

A. Employees of the Contractor or the Contractor’s subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the Scope of Work of the Contractor or the Contractor’s subcontractors. The prevailing wages provisions are applicable to all contracts in excess of two thousand dollars (\$2,000.00).

B. The Contractor shall pay every Covered Worker, as defined in § 20-76(a) D.R.M.C., a living wage as provided in § 20-76, D.R.M.C. A copy of the applicable prevailing wage rate schedules are attached as **Exhibit E** and are incorporated herein by reference.

C. In accordance with § 20-76(b) and (d), D.R.M.C., the following mandatory provisions are included:

(1) The minimum wages to be paid for every Covered Worker shall be not less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.

(2) The Contractor or its subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any

addenda thereto, on the actual date of bid or proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary date of the contract. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

(3) The Contractor and its subcontractors shall pay all Covered Workers at least once a week the full amounts of wages accrued at the time of payment, except that the contractor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.

(4) The Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all subcontractors working under the Contractor.

(5) If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

(6) The Contractor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include, among other things, information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker for the period covered by the payroll.

(7) The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

(8) If any Covered Worker employed by the Contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the Work to completion by contract or otherwise, and the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

30. PROHIBITIONS AGAINST EMPLOYMENT OF ILLEGAL ALIENS:

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

B. The Contractor certifies that:

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

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

C. The Contractor also agrees and represents that:

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

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

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

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

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

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

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

31. 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.

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

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

34. SURVIVAL OF CERTAIN PROVISIONS: The terms and conditions of this Agreement, together with the exhibits and attachments hereto, that, by reasonable implication, contemplate continued performance, rights or compliance beyond the expiration or termination of this Agreement, shall survive this Agreement and shall continue to be enforceable. Without limiting the generality of the foregoing, the Contractor's obligations to provide insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period. In addition, all obligations for financial assurances, warranties, and title prescribed in this Agreement shall survive as provided in this Agreement.

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

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

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

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

suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

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

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

[ELECTRONIC SIGNATURES FOLLOW]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: PARKS-201840662-00

Contractor Name: KEESEN LANDSCAPE MANAGEMENT INC

By: M.J. Kasper

Name: M. J. KASPER
(please print)

Title: Chief Operations Officer
(please print)

ATTEST: [if required]

By: [Signature]

Name: MARIC FREDERICK
(please print)

Title: Account Manager
(please print)



Exhibit A
Scope of Work

A. OVERVIEW:

1. Traditional Maintenance:

This work includes, but is not limited, to the following:

- Mowing and grounds maintenance,
- Weed control,
- Fertilization,
- Bed Post – emergent weed control,
- Sweeping/raking, and
- Trash pick-up

All services are to be performed on a regular basis as described in this Exhibit A, and are subject to Park District representative approval before payment may be issued.

2. Water Quality Maintenance:

Additionally, ongoing maintenance of ultra-urban green infrastructure facilities within the right-of-way is necessary for them to be effective at treating storm water runoff. Maintenance activities begin immediately following installation and continue through the life of the facility. Maintenance activities include both routinely scheduled activities and non-routine activities that may be required after large storms. The routine maintenance activities include trash and sediment removal and removal of debris that could clog the inlet and outlet/control structures. Inspection records to track maintenance activities are also required.

B. SPECIFICATIONS (APPLICABLE AT ALL LOCATIONS):

1. Contractor shall schedule and coordinate all work with the designated Parks District Representative prior to any work being performed. Contractor shall submit a copy of planned work schedules for work locations to Parks District Representative. The City reserves the right to direct Contractor to provide only those services the City deems most necessary at the time, forgoing other services listed in the Work Items below. Services may be temporarily disrupted due to weather conditions, construction, irrigation water issues, budgetary restrictions, etc. Such direction shall be provided by the District Representative.
2. Contractor shall obtain any and all permits (including the cost thereof) required while performing services. Such permits include, but are not limited to, street occupancy permits for the closing of a lane(s) of traffic to perform the service. Contractor shall comply with all rules, regulations, ordinances, and routine and customary construction and maintenance standards as they relate to

construction zone management including, but not limited to, construction zone (cone zone) definitions, use of traffic “flagman”, hiring of temporary traffic control police, appropriate traffic control approach/departure merge lanes and related warning signs, etc. The service shall be in complete compliance with Denver Public Works Department’s rules and regulations regarding such measures.

3. Contractor shall comply with the **Manual on Uniform Traffic Control Devices**, or **MUTCD**, which defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets and highways. The **MUTCD** is published by the Federal Highway Administration (FHWA) under 23 Code of Federal Regulations (CFR), Part 655, subpart F. An electronic version of the **MUTCD** is available on denvergov.org at the following link: <http://mutcd.fhwa.dot.gov/>.
4. Contractor shall provide workers who are adequately and properly trained to perform their work properly and safety. Additionally, a qualified supervisor or foreman shall be present at the site when work is being performed. At least one (1) member of the on-site team must be fluent in English and able to answer questions or concerns from the City Parks representative.
5. Contractor’s business name and phone number shall be posted in letters and numbers not less than two (2) inches in height, on a contrasting background, on the two (2) sides of ALL vehicles, trailers, self-propelled, drawn, or towed equipment operated by the Contractor for use in any City work. The business name, address, and phone number, or business name and phone number must be visible and readable from a distance of at least sixty (60) feet. Failure to post aforementioned signage on vehicles and equipment can be grounds for agreement termination and license revocation, if applicable.
6. The City shall, at all times, have the right to inspect the work and materials used to perform this service. Contractor shall furnish all reasonable aid and assistance required for the proper examination of the work and all parts thereof. Contractor shall obey directions and instructions of the Park District representative(s); provided however, that should Proposer object to any order given by the City’s authorized Parks representative, they may make a written application to the City’s Manager of Parks and Recreation for his/her decision, which decision shall be final and conclusive.

Inspection records must be kept to track the progressive development and maintenance needs of the green infrastructure facility over time. The inspection records shall include:

- a) Sediment and trash removal amount.
- b) Any standing water observations and condition (sheen, smell, etc.)
- c) Unscheduled maintenance needs.
- d) Common problem areas, solutions and general observations.
- e) Aesthetic conditions.
- f) Time associated with maintenance activity per location.

7. Services started by the vendor on any unit of his/her contract must be continuously and actively prosecuted with an optimum complement of workmen and equipment to expedite completion in the shortest possible time. Contractor shall organize to do this work eight hours per day from Monday to Friday inclusive in each week, excluding legal holidays.

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

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

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

For all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise and compel his/her employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

9. Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the City designated median areas. The Director of Parks and Recreation or his/her authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Director of Parks and Recreation or his/her authorized representative, performance becomes unsatisfactory, the City shall notify the vendor.

The Contractor will have twenty-four (24) hours from the time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the vendor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

C. MOWING AND GROUNDS MAINTENANCE:

All mowing services shall include removal of all trash, debris, and dead vegetation from site before mowing services are performed. All turf areas are to be mowed at 3" with less than 1/3 of leaf blade height removed each mowing (unless otherwise stated for site specific areas). Clippings may be left in place but scattered on the turf so as not to be noticeable. All mowing services are to be performed in a manner to avoid mechanical damage to trees and shrubs. Trimming shall occur around all obstacles. Adjoining sidewalks curb lines, and hard edges are to be edged monthly with a steel blade edger. All remaining debris is to be removed from the site as needed. Round-Up or a similar authorized product shall be used to curtail any vegetation encroaching in or on hardscape areas. Contractors are responsible for leaving the mowed area in a clean and acceptable condition

D. WEED CONTROL IN TURF:

All irrigated turf areas will be sprayed with selective broadleaf herbicide, "2-4D" or equal, up to two (2) times during the mowing season at the direction of the District representative. All weed control chemicals will be general use pesticides, environmentally safe, approved materials that are applied by licensed professionals. Turf is to be healthy and thriving and covering a minimum 80% of the surface area, with no more than 20% of the area containing broadleaf weeds. Contractor shall provide the SDS sheets regarding the weed control product Contractor will be using. The City reserves the right to approve or ask for the Contractor to change product if such a change is in the City's best interest to do so. All native turf grass areas will be sprayed with broadleaf approved through District representative three (3) times per season.

E. FERTILIZATION:

All irrigated turf areas will have fertilizer applied two (2) times: 1 pound/N/1000 sq. ft. each application in May with a 100% slow release source of Nitrogen, and again in October with 1 pound/N/1000 sq. ft. at the direction of the District representative. Application must be kept from entering storm water system by applying fertilizer only to turf surface areas. Contractor shall provide any SDS sheets on fertilizer(s) that will be used.

F. BED POST-EMERGENT WEED CONTROL:

Broadleaf and grassy weeds will be controlled by chemical and/or manual methods in the bed areas and sidewalk cracks including end caps of median areas. To include one (1) pre-emergent for spring. Post-emergent service will be provided at least monthly from April through September and as needed to maintain the area in a weed free condition. Damage to non-target plants by Contractor will be assessed a charge for plant replacement. All chemicals will be environmentally safe, approved materials that are applied by licensed professionals. Contractor must notify Park District representative in written format through a letter or email, prior to application. Notification of citizens on the City Pesticide Registry, or the State Sensitivity Pesticide Notification list must be contacted as outlined in those programs. All tree and shrub suckers will be removed monthly from all beds.

G. SWEEPING AND RAKING:

Walkways, driveways, and other hardscape (including curb/gutters & ADA ramps) areas are to be cleared of grass clippings, dead vegetation, dirt, trash, and debris.

H. TRASH PICK-UP AND OFF-SITE DISPOSAL:

Trash and litter shall be removed from shrub bed areas at least once a week. Trash and litter in turf areas shall be removed once per week. Such removal shall include inspecting entire site and removing noticeable trash and litter. Contractor is responsible for off-site disposal.

I. WATER QUALITY - TRASH, SEDIMENT, AND ORGANIC DEBRIS REMOVAL:

Trash and sediment will accumulate at the entry points (inlet and forebay) of the bioretention/green infrastructure facility where curb cuts or bypass structures are used and throughout the facility. Any trash or sediment that impedes the flow into the bioretention planter should be removed. All trash and sediment should be properly disposed of outside the planter as specified per location and within 48 hours of a major storm event. Do not sweep sediment from the forebay to the vegetated surface. Remove sediment and trash carefully to avoid damage to the plant material. Contractor is responsible for proper off-site disposal of trash and sediment.

J. WATER QUALITY - OVERFLOW/OUTLET CONTROL STRUCTURE:

At each location, the overflow/outlet control structure should be inspected twice a year (when applicable) to prevent clogging, prolonged ponding, or potential flooding. This includes inspection of the cleanouts to ensure they are watertight and that there are no visible signs of debris inside the overflow structure.

EXHIBIT A

Service Locations

NOTE: See Pricing Sheet for each median's specific needs. Locations are subject to change.

WORK LOCATIONS:

1. Northwest District:

- Auraria Pkwy – (7th St – 12th St Medians)
- Broadway Triangles (Blake St – 20th St)
- Clear Creek Drive medians (52nd Ave - Gray St.)
- Colfax Medians: (Irving – Sherman)
- Colorado Blvd (West ROW E. 38th Ave – E. 40th Ave)
- Downing Islands: (Tremont Place - 38th Ave)
- Federal Blvd Medians: (W. 20th Ave – W. 52nd Ave)
- MLK Blvd. medians (Elizabeth – Colorado Blvd)
- Speer Boulevard Median: Upper section (top of channel wall to curb line) Lafayette to Zuni (Including ROW tree lawn areas Auraria to N. Zuni) Include triangle at East Bound Speer and Sherman St.
- W. 14th Ave & Kalamath – (2 triangles – Kalamath and N Santa Fe Drive, 1 median at W. Colfax)
- W. 50th Avenue medians (Lowell – Federal)

2. East District:

- 1st Avenue (University – Lafayette)
- 6th Ave and N. Josephine St. Triangle
- 23rd Ave (Colorado Blvd to York St)
- Alameda Avenue Parkway & ROW (Leetsdale Ave to Quebec)
- Alameda and Colorado Blvd medians (Leetsdale Ave west to S. Jackson St raised medians)
- Colorado Blvd Medians (Alameda – 42nd Ave)
- Colorado Blvd ROW (Raised beds East side Dartmouth - Cornell)
- Country Club Medians (N. Franklin, N. Gilpin, N. High E. 1st Ave to E. 4th Ave includes North triangle at Williams St./E. 4th Ave)
- Downing St Medians (1st-3rd excluding Flowerbed)
- Hale Parkway (N. Albion to N. Grape St. including triangles N. Ash, N. Eudora, N. Glencoe)
- Hampden Ave (Hampden Heights) entry medians (S. Ivanhoe St, S. Willow St., S. Akron St., S. Dayton St., and S. Galena St)
- Happy Canyon (Hampden to Quincy)
- Hillcrest Island (cul de sac on S. Hillcrest Dr. in between E. Mansfield Ave and S. Jasmine St)
- Monaco Parkway (Start – Quincy Ave. (excluding flowerbed at E. Mansfield) End – E. Bayaud Ave. including ROW East Side E. Girard Ave. – S. Monaco Circle, including ROW East Side E. Dickenson Pl. to E. Iliff Ave.)
- Quebec/Tamarac (E. Iliff to Hampden Ave.)
- Quincy Medians (I-25 – DTC Blvd)
- Steele St Medians (E. 1st Ave to S. Madison St, becomes E. Cherry Creek N. Drive)

- Syracuse St. ROW (West side E. Yale Ave to S. Yosemite St. East side S. Whiting Way to S. Yosemite Ave including 2 turf triangles and shrub bed Yosemite/Syracuse. intersections)
- Temple Drive (Wabash – Yosemite)
- University Blvd (Alameda – 2nd Avenue includes West side ROW 3 bluegrass sections 1st Ave south to Cherry Creek underpass, and raised medians on 1st excluding annual plantings in urns)
- Yosemite Parkway medians & ROW (West side ROW and medians Belleview Ave. – E. Union Ave. Medians E. Union to S. Xeric Way. East and West side ROW and medians S. Xeric Way– E. Kenyon Ave.)

3. Southwest District:

- Broadway & I-25 (W. Kentucky Ave – I-25 S entrance ramp 1 median and 2 beds East side)
- Cherry Creek Dr. South (University to Colorado)
- Evans Avenue (Colorado – University)
- Federal Islands (Dakota St. to 5th)
- Lincoln St. and E. Ohio Ave triangle
- Logan Street Parkway (Start – Speer Blvd, End – Exposition Ave.)
- Sheridan Blvd Medians (Kenyon – Quincy, including 2 islands East of Sheridan on W. Oxford Ave)
- S. Ammons Medians (W. Stanford – W. Quincy Ave.)
- S. Balsam Islands (W. Layton – W. Stanford)
- S. Irving Medians (Evans - Jewell)
- S. Monroe Median (Buchtel – Evans)
- W. Alameda Avenue Medians (Morrison Road – Sheridan)
- W. Belleview Avenue (North ROW 3 areas: 1 West of S Dudley, 2 East of S. Dudley to Wadsworth)
- W. Quincy St (Sheridan Blvd to S. Utica St)

4. Northeast District:

- Alameda Ave. – center median (Quebec to Galena); North and South Side R-O-W & Parkway (Quebec to Fairmont); North and South Side R-O-W (Fairmont to Galena).
- Andrews Drive Medians (46th Avenue to Peoria St.)
- Chambers Road Medians & ROW (I-70 – 56th Ave, not to include west ROW 52nd – Bolling/47th)
- E. 46th Ave. – both sides of canal (Chambers to Andrews)
- E. 51st Avenue (Uvalda Street – Durham Ct.)
- E. 56th Ave - (Dallas St going east to Havana St center medians)
- Fairmont Dr. – center median (Alameda to Lowry Blvd.)
- Havana St. – (E. 56th Ave to I-70 median only)
- Lowry Blvd. – (S. Quebec Blvd to N. Yosemite Way)
- Maxwell Place (Sable St to Uvalda St)
- MLK Parkway – center median, does not include raised planters (Colorado Blvd. to Quebec)
- Peoria (I-70 – 56th Ave)

- Quebec (32nd Ave – I-70) 1,2,6 (Plus four mowings of 10' mowband from curb into native grass on the undeveloped section, 36th Ave East and West side to E. Smith Rd, North of E. 40th Ave East and West side to E. Airlawn Rd.)
- Tulsa Ct (Albrook Dr. – Andrews Dr.)
- Uvalda Street (51st – 56th Ave.)

Exhibit B

Median Area Maintenance Services

EXHIBIT C - PRICING SHEET

Location	District	Work Items	Frequency	Fixed Monthly Equipment Cost	Monthly Labor Cost	Total Monthly Billable Cost (Fixed Equipment Cost + Labor Cost)
1st Avenue	E	Mowing & Grounds Maintenance	26	187.5	750	937.5
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Trash Pick-up and Disposal	26			
6th Ave. and N. Josephine St. Triangle	E	Mowing & Grounds Maintenance	26	44.1	176.4	220.5
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Trash Pick-up and Disposal	26			
23rd Ave.	E	Mowing of Native Turf	3	64.2	256.8	321
		Weed Control of Native Turf	2			
		Bed Post-Emergent	Monthly/as Needed			
		Trash Pick-up and Disposal	26			
Alameda and Colorado Blvd. Medians	E	Bed Post-Emergent	Monthly/as Needed	54	216	270
		trash Pick-up and Disposal	26			
Alameda Avenue Parkway & ROW	E	Mowing & Grounds Maintenance	26	807.3	3229.2	4036.5
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
		Trash Pick-up and Disposal	26			
Colorado Blvd. Medians	E	Mowing & Grounds Maintenance	26	161.7	646.8	808.5
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
		Trash Pick-up and Disposal	26			
Colorado Blvd. ROW (raised beds)	E	Bed Post-Emergent	Monthly/as Needed	72	288	360
		Trash Pick-up and Disposal	26			
Country Club Medians	E	Mowing & Grounds Maintenance	26	133.8	535.2	669
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Trash Pick-up and Disposal	26			
Downing St. Medians	E	Mowing & Grounds Maintenance	26	67.5	270	337.5
		Weed Control Turf	2			
		Fertilization	2			
		Trash Pick-up and Disposal	26			
Hale Parkway	E	Mowing & Grounds Maintenance	26	324.9	1299.6	1624.5
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
		Trash Pick-up and Disposal	26			
Hampden Ave. Heights	E	Mowing & Grounds Maintenance	26	55.5	222	277.5
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Trash Pick-up and Disposal	26			
Happy Canyon	E	Bed Post-Emergent	Monthly/as Needed	27	108	135
		Trash Pick-up and Disposal	26			
Hillcrest Islands	E	Bed Post-Emergent	Monthly/as Needed	11.4	45.6	57
		trash Pick-up and Disposal	26			
Monaco Parkway	F	Mowing & Grounds Maintenance	26	415.8	1663.2	2079
		Weed Control Turf	2			
		Fertilization	2			

Monroe Parkway	L	Bed Post-Emergent	Monthly/as Needed	719.0	1000.4	497.0
		Sweeping and Raking	26			
		Trash Pick-up and Disposal	26			
Quincy Medians	E	Mowing of Native Turf	26	67.8	271.2	339
		Weed Control of Native Turf	2			
		Bed Post-Emergent	Monthly/as Needed			
Quebec/Tamarac	E	Trash Pick-up and Disposal	26	183	732	915
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			
Steele St. Medians	E	Fertilization	2	64.5	258	322.5
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
Syracuse St. & ROW	E	Trash Pick-up and Disposal	26	298.8	1195.2	1494
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			
Temple Drive	E	Fertilization	2	32.4	129.6	162
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
University Blvd	E	Trash Pick-up and Disposal	26	136.2	544.8	681
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			
Yosemite Parkway Medians & ROW	E	Fertilization	2	219	876	1095
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
51st Avenue	NE	Trash Pick-up and Disposal	26	135	540	675
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			
Chambers Road Medians & ROW	NE	Fertilization	2	667.8	2671.2	3339
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
Peoria	NE	Trash Pick-up and Disposal	26	99.9	399.6	499.5
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			
Quebec	NE	Bed Post-Emergent	Monthly/as Needed	437.1	1748.4	2185.5
		Sweeping and Raking	26			
		Trash Pick-up and Disposal	26			
Andrews Drive Medians	NF	Mowing Undeveloped Native Area	4	126		
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			

Andrews Drive Medians	NE	Bed Post-Emergent	Monthly/as Needed	120		
		Sweeping and Raking	26			
		Trash Pick-up and Disposal	26			
E. 46th Ave.	NE	Bed Post-Emergent	Monthly/as Needed	72.6	504	630
		Trash Pick-up and Disposal	26			
		Mowing of Native Turf	1			
E. 59th Ave.	NE	Weed Control of Native Turf	2	48.9	195.6	244.5
		Bed Post-Emergent	Monthly/as Needed			
		Trash Pick-up and Disposal	26			
E. Alameda Ave.	NE	Mowing & Grounds Maintenance	26	509.1	2036.4	2545.5
		Weed Control Turf	2			
		Fertilization	2			
Fairmont Dr.	NE	Trash Pick-up and Disposal	26	81	324	405
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			
Havana Street	NE	Fertilization	2	116.1	464.4	580.5
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
Lowry Blvd	NE	Trash Pick-up and Disposal	26	304.2	1216.8	1521
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			
Maxwell Place	NE	Fertilization	2	128.4	513.6	642
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
MLK Parkway	NE	Trash Pick-up and Disposal	26	233.1	932.4	1165.5
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			
Tulsa Ct	NE	Fertilization	2	72	288	360
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
Uvalda Street	NE	Trash Pick-up and Disposal	26	96.9	387.6	484.5
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			
Auroria Pkwy	NW	Fertilization	2	52.5	210	262.5
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
Broadway Triangles	NW	Trash Pick-up and Disposal	26	14.7	58.8	73.5
		Weed Control Paved Areas	26			
		Mowing & Grounds Maintenance	26			
Clear Creek Drive Medians	NW	Weed Control Turf	2	103.5	414	517.5
		Fertilization	2			
		Trash Pick-up and Disposal	26			
Colfax Medians	NW	Mowing & Grounds Maintenance	26	99	396	495
		Weed Control Turf	2			
		Fertilization	2			
Colorado Blvd. West & ROW	NW	Bed Post-Emergent	Monthly/as Needed	97.2	388.8	486
		Trash Pick-up and Disposal	26			
		Mowing & Grounds Maintenance	26			
Downing Islands (Tremont Pl - 38th Ave)	NW	Weed Control Turf	2	110.1	440.4	550.5
		Mowing & Grounds Maintenance	26			

Federal Blvd. Medians	NW	Fertilization	2	175.5	702	877.5
		Bed Post-Emergent	Monthly/as Needed			
		Trash Pick-up and Disposal	26			
MLK Blvd. Medians	NW	Mowing & Grounds Maintenance	26	160.2	640.8	801
		Weed Control Turf	2			
		Fertilization	2			
		Trash Pick-up and Disposal	26			

Speer Boulevard Median	NW	Mowing & Grounds Maintenance	26	1367.7	5470.8	6838.5
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
Trash Pick-up and Disposal	26					
W. 14th Ave and Kalamath	NW	Mowing & Grounds Maintenance	26	60.9	243.6	304.5
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
Trash Pick-up and Disposal	26					
W. 50th Avenue Medians	NW	Mowing & Grounds Maintenance	26	123	492	615
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Trash Pick-up and Disposal	26			
Ammons Medians	SW	Bed Post-Emergent	Monthly/as Needed	30.6	122.4	153
		Trash Pick-up and Disposal	26			
Balsam Islands	SW	Bed Post-Emergent	Monthly/as Needed	30.6	122.4	153
		Trash Pick-up and Disposal	26			
Broadway & I-25	SW	Bed Post-Emergent	Monthly/as Needed	30.6	122.4	153
		Trash Pick-up and Disposal	26			
Cherry Creek Dr. South	SW	Bed Post-Emergent	Monthly/as Needed	70.2	280.8	351
		Trash Pick-up and Disposal	26			
Evans Avenue	SW	Bed Post-Emergent	Monthly/as Needed	44.7	178.8	223.5
		Trash Pick-up and Disposal	26			
Federal Blvd. Islands	SW	Bed Post-Emergent	Monthly/as Needed	74.7	298.8	373.5
		Trash Pick-up and Disposal	26			
Lincoln St. & E. Ohio Ave. Triangle	SW	Mowing & Grounds Maintenance	26	48	192	240
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Trash Pick-up and Disposal	26			
Logan Street Parkway	SW	Mowing & Grounds Maintenance	26	112.8	451.2	564
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Sweeping and Raking	26			
Trash Pick-up and Disposal	26					
Sheridan Blvd. Medians	SW	Mowing & Grounds Maintenance	26	209.7	838.8	1048.5
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
		Trash Pick-up and Disposal	26			
S. Irving Medians	SW	Mowing & Grounds Maintenance	26	82.8	331.2	414
		Fertilization	2			
S. Monroe Median	SW	Mowing & Grounds Maintenance	26	53.1	212.4	265.5
		Weed Control Turf	2			
W. Alameda Avenue Medians	SW	Fertilization	2	68.1	272.4	340.5
		Bed Post-Emergent	Monthly/as Needed			
W. Belleview Avenue	SW	Trash Pick-up and Disposal	26	24	96	120
		Mowing & Grounds Maintenance	4			
W. Quincy St.	SW	Trash Pick-up and Disposal	6	48.9	195.6	244.5
		Mowing & Grounds Maintenance	26			
		Weed Control Turf	2			
		Fertilization	2			
		Bed Post-Emergent	Monthly/as Needed			
21st & Broadway	Waterways	Trash/Sediment Pick-up and Disposal	Weekly/as Needed	39	156	195
		Inspection of Inlet Control	Weekly/as Needed			
		Overflow Structure	2x a Year			
		Trash/Sediment Pick-up and Disposal	Monthly/as Needed			
Brighton Blvd. (29th - 38th)	Waterways	Inspection of Inlet Control	Monthly/as Needed	39	156	195
		Overflow Structure	2x a Year			
		Trash/Sediment Pick-up and Disposal	Twice Monthly/as Needed			
		Inspection of Inlet Control	Twice Monthly/as Needed			
Carla Madison Rec Center	Waterways	Overflow Structure	Yearly/as Needed	30	120	150
		Trash/Sediment Pick-up and Disposal	Twice Monthly/as Needed			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2018

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 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 Thomas McGee, L.C. 920 Main Street Suite 1700 P.O. Box 419013 Kansas City MO 64105	CONTACT NAME: Anita Maples PHONE (A/C. No. Ext): 816-843-4634 FAX (A/C. No): 816-472-5018 E-MAIL ADDRESS: amaples@thomasmcgee.com												
INSURER(S) AFFORDING COVERAGE													
INSURED KEESE-1 Keesen Landscape Management, Inc. 3355 South Umatilla Street Englewood CO 80110	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Valley Forge Ins Co*</td> <td style="width: 20%; text-align: center;">NAIC # 20508</td> </tr> <tr> <td>INSURER B : Continental Insurance Co*</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Valley Forge Ins Co*	NAIC # 20508	INSURER B : Continental Insurance Co*	35289	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Continental Insurance Co*	35289												
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER: 1574785106** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		5091546660	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		6046213281	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5091546688	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6046143183	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Contract Name: Median Area Maintenance Services, Contract # #201737399
 Denver Parks and Recreation, the City, and County of Denver, its elected and appointed officials, employees, and volunteers are included as additional insured on the General Liability and Auto Liability when required by written contract.

CERTIFICATE HOLDER CITY AND COUNTY OF DENVER Denver Parks and Recreation 201 W Colfax Avenue, #602 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PARKS & RECREATION**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Keeson Landscape Management, Inc., a corporation organized and existing under and by virtue of the laws of the State of CO, hereafter referred to as the "Contractor", and Old Republic Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Twenty Thousand Dollars (\$20,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 20____, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. 2018 40662**, **Median Area Maintenance Services**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

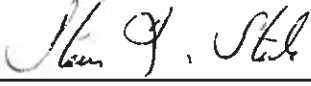
PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement)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

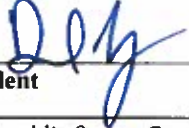

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this
9th day of March, 2018, ~~2017~~

Attest: 
Secretary

Keeson Landscape Management, Inc.
Contractor
By: 
President
Old Republic Surety Company
Surety
By: 
Attorney-In-Fact Linda L. Nutt


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

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

By: 
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: _____
Michael B. Hancock
MAYOR

By: 
ALLEGRA "HAPPY" HAYNES
MANAGER OF THE DENVER DEPT.
OF PARKS & RECREATION



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Linda L. Nutt

its true and lawful Attorney-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: March 9, 2018

Surety Bond number: 2531927

Principal: Keeson Landscape Management, Inc.

Obligee: City and County of Denver, Colorado

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of December, 2015.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of December, 2015, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires September 28, 2018
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 9th day of March, 2018.


Assistant Secretary



DENVER
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, OHR Compensation and Classification
DATE: December 8, 2017
SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 135
Publication Date: December 8, 2017
(11 pages)

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

Attachments as listed above.

APPLIANCE MECHANIC

Effective: 04-06-2017

Last Revision: 02-19-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Appliance Mechanic	\$22.34/hour	\$6.85/hour

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

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

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

BAGGAGE HANDLING SYSTEM MAINTENANCE

Effective: 10-19-2017

Last Revision: 9-15-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Entry-Support Mechanic	\$22.32/hour	\$6.99/hour
Machinery Maintenance Mechanic	\$25.68/hour	\$7.37/hour
Controls System Technician	\$30.12/hour	\$7.89/hour

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

Entry Support Mechanic

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

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on an automated baggage handling system (BHS). Performs cleaning of all parts of the BHS, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the BHS based on an established maintenance program. The MMM shall inspect all BHS equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician

(CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears baggage jams and faults in the BHS and may physically move baggage during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the BHS and running reports, communicating faults in the BHS using a radio and telephone, and communicating with Airport Personnel, Consultants, Transportation Security Administration, and Airline personnel. The MMM performs on-site training of ESM.

Controls System Technician

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

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

BUILDING ENGINEER

Effective: 08-18-2016
 Last Revision: August of 2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Building Engineer	\$28.20/hour	\$7.52/hour

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

CUSTODIANS

Effective: 12-1-2016
Last Revision: 12-3-2015

	<u>Base Wage</u>	<u>Fringes</u>
<u>Custodian I</u>	\$14.53	\$5.27 (Single) \$7.33 (2-party) \$9.29 (Family)
<u>Custodian II</u>	\$14.88	\$5.31 (Single) \$7.37 (2-party) \$9.33 (Family)

Benefits and Overtime

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

Position Descriptions:

Custodian I	Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.
Custodian II	Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS WAGES

Effective: April 2017 (the following rates have not changed for 2017)

Last Revision: 3-17-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Mechanic	\$23.73	\$7.01
Electrician	\$24.90	\$7.14
Pipefitter	\$24.65	\$7.11
Rig/Drill Operator	\$21.87	\$6.79
Derrick Hand/Roustabout	\$13.87	\$5.87
Truck Driver	\$21.63	\$6.77

Service Contract Act Wage Determination No. 2015-5419 Rev No. 2 was used to obtain the base wages and fringe benefits.

HEAVY EQUIPMENT MECHANIC

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

PIPEFITTER, MAINTENANCE

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

WELL DRILLER

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

LABORER

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

TRUCKDRIVER, HEAVY TRUCK

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

ELEVATOR REPAIRER

Effective: 12-01-16

Last Revision: 12-18-2015

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Elevator Mechanic/Repairer	\$42.35/hour	\$35.72/hour (< 5 yrs. service) \$36.58/hour (> 5 yrs. service)

Elevator Repairer: The SCA-Directory of Occupations describes, Elevator Repairer as, "repairs and maintains "Automated People Movers" and like named devices used in the transportation of people and materials including, but not limited to elevators, escalators, dumbwaiters, and moving walkways to meet safety regulations and building codes. This worker trouble shoots and determines causes of trouble in brakes, electrical motors, switches, signal and control systems, using computers, test lamps, voltmeters, ammeters, and oscilloscopes, disassembles defective units and repairs or replaces parts such as electrical door locks, cables, electrical wiring and faulty safety devices installs push button control systems, complete control systems, and other devices to modernize automated people mover systems, and cleans and lubricates bearing and other parts to minimize friction."

FINISHER & JOURNEYMAN (TILE, MARBLE AND TERRAZZO)

Effective: 9-7-2017

Last Revision: 7-21-2016

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Finisher (Tile-Marble-Terrazzo)	\$21.38/hr	\$8.86/hr
Journeyman (Tile, Marble, Terrazzo)	\$27.33/hr	\$8.92/hr

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

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

FIRE EXTINGUISHER REPAIRER

Effective Date: 10-19-2017

Last Revision: 08-18-2016

<u>Classification:</u>	<u>Base Wages:</u>	<u>Fringes:</u>
Fire Extinguisher Repairer	\$19.57/hr	\$6.67

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

FUEL HANDLER SERIES

Effective: 10-20-2016

Last Revision: 10-22-2015

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Fuel Distribution System Operator	\$20.87/hour	\$6.68/hour
Lead Fuel Distribution System Operator	\$21.82/hour	\$6.79/hour
Fuel Distribution System Mechanic	\$25.81/hour	\$7.25/hour
Lead Fuel Distribution System Mechanic	\$26.98/hour	\$7.38/hour

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

Fuel Distribution System Operator:

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

Lead Fuel Distribution System Operator:

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

Fuel Distribution System Mechanic:

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps.

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

Lead Fuel Distribution System Mechanic:

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

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

FURNITURE MOVERS

(Moving, Storage and Cartage Workers)

Effective: 10-20-2016

Last Revision: 10-22-2015

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Laborer/Helper	\$17.36/hour	\$6.27/hour
Driver/Packer	\$17.43/hour	\$6.28/hour
Lead Worker	\$18.22/hour	\$6.37/hour

GLYCOL FACILITY WAGES

Effective: 7-21-2016

Last Revision: 7-2-2015

<u>Classification:</u>	<u>SCA Title</u>	<u>Base Wage</u>	<u>Fringes</u>	<u>Total</u>
Deicing Facility Operator	Water Treatment Plant Operator	\$25.07	\$7.16	\$32.23
Maintenance Mechanic	Machinery Maintenance Mechanic	\$25.59	\$7.22	\$32.81
Material Handling Laborer	Material Handling Laborer	\$17.36	\$6.27	\$23.63

DEICING FACILITY OPERATOR

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

MAINTENANCE MECHANIC

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical

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

MATERIAL HANDLING LABORER

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

PARKING ELECTRONICS TECHNICIAN

Effective: 12-7-2017
 Last Revision: 10-20-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Parking Electronics Technician	\$24.35/hour	\$7.22/hour

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

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

PEST CONTROLLER

Effective Date: 10-19-2017
 Last Revision: 8-8-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Pest Controller	\$20.41/hour	\$6.77 /hour

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

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 03/02/2017

Last Revision: This is a new class so there is no prior revision date.

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Quality Control & Assurance Technician	\$21.37/hour	\$6.74 /hour

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

SIGN ERECTOR

Effective: 10-15-2010

Last Revision: 10-15-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Sign Erector	\$20.19/hour	\$3.80/hour

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws, or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

TRANSIT TECHNICIANS

Effective: 12-01-16

Last Revision: 12-18-2015

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Transit Technician - Entry	\$24.34/hour	\$7.08/hour
Transit Technician - Senior	\$26.61/hour	\$7.34/hour
Transit Technician - Lead	\$27.82/hour	\$7.48/hour

In addition, shift differentials of eight percent (8%) of the employee's straight time pay rate for the second shift and ten percent (10%) for the third shift for straight time work regularly scheduled providing more that (50%) of the employee's work occurred on such shift.

Transit Technician-Entry: Associates in this position will be given instruction by on-the-job and/or classroom training to perform corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro/mechanical, hydraulic, and pneumatic nature. This classification of workers may assist with routine preventive maintenance, inspection, and adjustment. Tasks and procedures are well established and require close supervision. Incumbents will follow the direction of higher level personnel in preventive or corrective maintenance phases of work. Most tasks will be of an apprentice nature and will require close supervision. Incumbents will progress to the journey level after one year as a Transit Technician-Entry.

Transit Technician-Senior: This is a full performance level class performing various corrective and

preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro-mechanical, hydraulic, and pneumatic nature; monitors the transit system via a central computer system to make automated adjustments in the operation and maintenance of the transit system.

Transit Technician-Lead: Performs lead technical duties such as making work assignments and conducting on-the-job informal training as well as performing various tasks involved with the operation and maintenance of the transit system. The Lead Transit Technician is the specialist in terms of hands-on diagnosis and troubleshooting various problems that may arise on the transit system.

TREE TRIMMERS

Effective: 10-19-2017
Last Revision: 10-15-2010

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Tree Trimmer	\$19.39/hour	\$6.65/hour

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

WINDOW CLEANERS

Effective: 12-01-2016
Last Revision: 2-18-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Window Cleaner	\$24.79/hour	\$8.39/hr (Single) \$10.47/hr (2-Party) \$12.46/hr (Family)

Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.

Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.
Note:	The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."



DENVER
THE MILE HIGH CITY

Career Service Authority
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720.913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, Human Resources Technician
DATE: Thursday, October 5, 2017
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The effective date for this publication is **Friday, September 22, 2017** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO170019
Superseded General Decision No. CO20160019
Modification No. 3
Publication Date: 9/22/17
(8 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.

General Decision Number: CO170019 09/22/2017 CO19

Superseded General Decision Number: CO20160019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	06/09/2017
3	09/22/2017

CARP9901-008 11/01/2016

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.50	7.47

ELEC0068-016 03/01/2011

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50
All work outside of these areas shall be paid Zone 2 rates.

* ENGI0009-008 05/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 27.60	10.10
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 27.60	10.10
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 27.60	10.10
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 27.75	10.10
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 27.75	10.10
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 27.92	10.10
(5)-Motor Grader (blade- finish) Douglas County.....	\$ 27.92	10.10
(6)-Crane (91-140 tons).....	\$ 28.55	10.10

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL		

(Includes Link/Cyclone Fence
Erection, Excludes Guardrail
Installation).....\$ 18.22 6.01

LABORER

Asphalt Raker.....\$ 16.29 4.25
Asphalt Shoveler.....\$ 21.21 4.25
Asphalt Spreader.....\$ 18.58 4.65
Common or General
Denver.....\$ 16.76 6.77
Douglas.....\$ 16.29 4.25
Concrete Saw (Hand Held)....\$ 16.29 6.14
Landscape and Irrigation....\$ 12.26 3.16
Mason Tender-
Cement/Concrete
Denver.....\$ 16.96 4.04
Douglas.....\$ 16.29 4.25
Pipelayer
Denver.....\$ 13.55 2.41
Douglas.....\$ 16.30 2.18
Traffic Control (Flagger)....\$ 9.55 3.05
Traffic Control (Sets
Up/Moves Barrels, Cones,
Install Signs, Arrow
Boards and Place
Stationary Flags)(Excludes
Flaggers).....\$ 12.43 3.22

PAINTER (Spray Only).....\$ 16.99 2.87

POWER EQUIPMENT OPERATOR:

Asphalt Laydown
Denver.....\$ 22.67 8.72
Douglas.....\$ 23.67 8.47
Asphalt Paver
Denver.....\$ 24.97 6.13
Douglas.....\$ 25.44 3.50
Asphalt Roller
Denver.....\$ 23.13 7.55
Douglas.....\$ 23.63 6.43
Asphalt Spreader.....\$ 22.67 8.72
Backhoe/Trackhoe
Douglas.....\$ 23.82 6.00
Bobcat/Skid Loader.....\$ 15.37 4.28
Boom.....\$ 22.67 8.72
Broom/Sweeper
Denver.....\$ 22.47 8.72
Douglas.....\$ 22.96 8.22
Bulldozer.....\$ 26.90 5.59
Concrete Pump.....\$ 21.60 5.21
Drill
Denver.....\$ 20.48 4.71
Douglas.....\$ 20.71 2.66
Forklift.....\$ 15.91 4.68
Grader/Blade
Denver.....\$ 22.67 8.72
Guardrail/Post Driver.....\$ 16.07 4.41
Loader (Front End)
Douglas.....\$ 21.67 8.22
Mechanic
Denver.....\$ 22.89 8.72

Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....	\$ 17.25	5.27
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &
Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

Pickup and Pilot Car

Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 12.43	3.22
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Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Office of Human Resources
Supplemental rates
(Specific to the Denver Projects)
Revised 4/11/2017)**

Classification		Base	Fringe
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (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
Power Equipment Operators:			
	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
Ironworkers (Ornamental)		\$26.05	\$12.00
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator -smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, articulated truck operator, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader.

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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