

USE AGREEMENT

THIS USE AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the "City"), and **BIRDSEED COLLECTIVE**, a Colorado nonprofit corporation, whose address is 5531 Umatilla Street, Denver, Colorado 80221 (the "User").

WITNESSETH:

WHEREAS, the City is the owner of certain property known as the Globeville Recreation Center located at 4496 Grant Street, Denver, Colorado 80216, which is not required for City use and occupancy at present; and

WHEREAS, the City is desirous of allowing the use of said property for User to operate certain programs within the premises as set forth in this Use Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the User agree as follows:

1. **PREMISES**: Subject to the terms of this Use Agreement (hereinafter referred to as "Agreement"), the City agrees to allow the User to utilize the premises (the "Premises") located at 4496 Grant Street, Denver, Colorado 80216, as more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein. The description contained on **Exhibit A** may be modified upon the written authorization of the Executive Director of the Department of Parks and Recreation (hereinafter the "Director") or the Director's designee to correct minor, technical errors.

2. **TERM**: The term of this Agreement shall begin upon execution of the Agreement and terminate on June 30, 2022 unless sooner terminated pursuant to the terms of this Agreement.

3. **COMPENSATION**: User shall pay to the City for use of the Premises as follows:

(a) For the year 2018, User shall pay to the City Four Hundred Dollars (\$400.00) per month by no later than the 15th of each month.

(b) For the year 2019, beginning on January 1, User shall pay to the City Seven Hundred Dollars (\$700.00) per month by no later than the 15th of each month.

(c) For the years 2020 through the end of the term, beginning January 1, 2020, User shall pay to the City One Thousand Dollars (\$1,000.00) per month by no later than the 15th of each month.

4. **USE:** Use of the Premises, as it's depicted in Exhibit A, is to be used and occupied by User for the purpose of operating programming for youth, young adults, adults and active older adults. User shall have use of the entire Premises. Along with its programming in the Premises, User shall also allow access to MY Denver members and MY Denver Prime members. However, User may at its discretion charge MY Denver or MY Denver Prime members for User programming. User shall use the Premises in a careful, safe and proper manner and shall not use or permit the Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. User shall not commit or suffer to be committed any waste or damage upon the Premises or any nuisance to be created or maintained thereon. User shall also keep the Premises free and clear from all trash, debris and waste resulting from its use or the use by its employees, officers, agents, invitees and visitors.

(a) **Background Checks.** User shall not hire, retain, or knowingly engage or permit the services of any supervisor, employee, volunteer, agent, or subcontractor who is an adult (eighteen years of age or older) with a felony criminal conviction or convictions, or who has been charged with a felony crime, involving physical violence, sexual acts, or illegal drugs, including any criminal attempts, solicitations, trafficking, or conspiracies relating to the same, and any crime or crimes, whether a felony or a misdemeanor, that involve children or youth. A "conviction" shall mean a plea of guilty, a plea of *nolo contendere*, a finding of guilt, a default judgment, or a deferred judgment and sentence. The Contractor shall use every reasonable means available to confirm through a national criminal background checks, that any supervisor, employee, volunteer, agent, or subcontractor who is an adult engaged by User or having contact with youth working under this Agreement, have not been convicted or charged as set forth above. User shall provide proof of said background checks to the Director upon request. Failure to comply with this subsection or failure to promptly discharge an employee, volunteer, agent, or subcontractor who has been so convicted or charged shall be cause for the Director, at the Director's option, to immediately terminate this Agreement. User agrees to release and waive

any claims or defenses which they could or may potentially assert against the City arising from or related to any failure to comply with this subsection.

5. **“AS IS” CONDITION:** The Premises is accepted by User in an “AS IS”, “WHERE IS” condition, with all faults and defects. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Premises.

6. **QUIET ENJOYMENT:** User shall and may peacefully have, hold and enjoy the Premises, subject to the other terms hereof, provided that User pays the compensation herein recited and performs all of User’s covenants and agreements herein contained.

7. **REPAIRS, MAINTENANCE and UTILITIES:**

(a) Maintenance responsibilities between the parties are set forth in **Exhibit B**, attached hereto and incorporated into this Agreement by reference. Any maintenance or repair costs incurred by User shall be User’s sole responsibility. The City shall be responsible for the performance of maintenance and repair of the basic structure of the building, including the foundation, roof, exterior walls, parking lots, flooring (carpet, tiles, and substructure), brick facades, patios, and fences. The City will maintain and repair existing mechanical, electrical, and utility systems for heating, ventilation, and air conditioning (HVAC), water, sewer, drainage/irrigation, electrical, natural gas, fire protection, and telephone systems, including associated tubes, ducts, pipes, lines, mains, wires, conduits, boxes, grates, valves, vents, meters, panels, and associated equipment and appurtenances (“Systems”) located on the Premises. The City may, at its sole discretion, improve, expand, or replace said Systems. Such structural maintenance would include any structural change or addition required by federal, state or City laws, or by zoning, building, health or safety regulations. This responsibility includes asbestos removal and the replacement of asbestos-containing materials.

(b) User shall perform all snow removal, landscaping and grounds maintenance for the Premises as set forth in **Exhibit B**.

(c) For the years 2018, 2019, and 2020, the City shall pay costs of gas, electric, water and sewer services not to exceed Twelve Thousand Dollars (\$12,000.00) per year. User shall be responsible for the combined costs of gas, electric, water and sewer services that exceed Twelve

Thousand Dollars (\$12,000.00) each calendar year of the Use Agreement through December 31, 2020. Starting January 1, 2021 through the end of the Term, User shall be responsible for all costs of gas, electric, water and sewer services.

(d) At all times during the term of this Agreement, User shall be responsible for all costs of telephone, internet and television services.

(d) The User shall be responsible for providing all furniture, fixtures and equipment needed for operation of the facility. All personal property, fixtures, furniture and equipment at the Premises belonging to the City shall remain the sole property of the City.

(e) The City at its sole discretion reserves the right to undertake capital improvements during the term of this Agreement at its own expense. The City agrees that it will consult with the User before undertaking any such improvements.

8. **IMPROVEMENTS AND ALTERATIONS:**

(a) By City: Unless otherwise expressly stipulated herein, the City shall not be required to make any improvements to or repairs of any kind or character to any part of the Premises during the term of this Agreement, except repairs as may be deemed necessary by the City for normal maintenance operations of the Premises. All repairs, replacement, and improvements made, caused to be made, or otherwise paid for by the City shall be subject to appropriation and availability of funds.

(b) By User: User shall make no alterations in or additions to, nor post any signage on, the Premises without first obtaining the written consent of the Director or Director's designee on behalf of the City, which consent shall be within the City's sole discretion. User shall, after obtaining the written consent of the Director or Director's designee, repair any damage resulting from User's occupancy of the Premises, and shall indemnify and hold the City harmless against any liability, loss, damage, costs or expenses, including attorneys' fees, on account of any claims of any nature whatsoever, including but not limited to claims of liens by laborers, material suppliers, or others for work performed, or materials or supplies furnished to User or persons claiming under this Agreement. Unless otherwise noted in **Exhibit B**, User shall, at its own expense, maintain, repair, or replace damaged, broken, or worn out items including windows; doors; handles and locks; cabinets and counters; paints and stains; woodwork, wall paneling and tiles, drywall, and plastering; plumbing items, including sinks, toilets, urinals,

garbage disposals, and dishwashers; light switches, plugs, and lighting; ceiling tiles; refrigerators or refrigeration units and freezers; kitchen appliances and equipment; drinking fountains; televisions and computer systems; and items of similar character or use.

9. **OPERATING EXPENSES:** User shall at its own cost and expense provide, supply, maintain and repair all furniture, fixtures, equipment (including kitchen equipment) and other items of personal property as will be necessary or desirable for the full and complete use and utilization of the Premises. All costs and expenses and disbursements in connection with or relating to the operation of Premises including but not limited to the costs enumerated above shall be paid for by the User.

10. **ENTRY BY CITY:** User shall permit representatives of the City to enter into and upon the Premises at all reasonable hours to inspect the same, and make any repairs deemed necessary by the City, and User shall not be entitled to any abatement or reduction of compensation paid to the City by reason thereof.

11. **CARE AND SURRENDER OF THE PREMISES:** At the termination of this Agreement, User shall deliver the Premises to the City in the same or better condition as the Premises was in at the beginning of this term, ordinary wear and tear excepted; and User shall remove all of User's movable furniture and other personal property and effects. All moveable furniture, personal property and other effects not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the City without notice to User or any other person, and without obligation to account therefor, and User shall pay the City all expenses incurred in connection with disposing such property. User's obligation to observe or perform this covenant shall survive the termination of this Agreement. User shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the term of this Agreement upon User's operations, occupancy, or conduct of business at the Premises, or upon User's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Premises.

12. **REPORTING:** User shall submit to the City a quarterly report summarizing programming, program participation and attendance, and the activities conducted at the Premises within forty-five (45) days of the end of each calendar quarter. User shall submit to the City an

annual financial activity report for the preceding calendar year by March 15th of each year. All sales or other income and expenses at the facility must be reported, and all financial records are subject to audit by the City. In cooperation with the Department of Parks and Recreation, User shall establish a Community Advisory Committee to create communication between the facility and community, identify gaps in services, programming, and potential programming, and help promote the Globeville Recreation Center. User shall hold regular and ongoing meetings, to occur at least quarterly, and the committee shall be comprised of community members representing different users and non-users, businesses, proposer staff, and Department of Parks and Recreation staff.

13. **INSURANCE:**

(a) **General Conditions:** User 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. User 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 be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the User. User 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 User. The User 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: User shall provide a copy of this Agreement to its insurance agent or broker. User may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. User 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 User's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

(d) Waiver of Subrogation: For all coverages required under this Agreement, the User'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 User. User shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. User agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) Workers' Compensation/Employer's Liability Insurance: User 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. User expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the User'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 User executes this Agreement.

(g) **Commercial General Liability:** User 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:** User shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(i) **Property Insurance:** Lessee shall maintain All-Risk Form Property Insurance on a replacement cost basis for personal property, improvements and betterments, and business interruption. The City and County of Denver shall be named Loss Payee as its interest may appear. The City and County of Denver shall maintain All-Risk Form Property Insurance coverage for the facility.

(j) **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Cyber liability or network security coverage that is part of a package business liability program is acceptable.

(k) **Additional Provisions:**

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

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

provision; and

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

(v) Any exclusion for sexual abuse, molestation or misconduct has been removed or deleted.

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

14. **DEFENSE & INDEMNIFICATION:**

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

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

(c) User will defend any and all Claims which may be brought or threatened against City and will pay on behalf of 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 City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the User under the terms of this indemnification obligation. The User 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.

15. **LOSS OR DAMAGE:** The City shall not be liable or responsible to User for any loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. In the event of a fire or other casualty in or to the Premises, User shall immediately give notice thereof to City. If the Premises, through no fault or neglect of User, its agents, its employees, invitees, or visitors shall be partially destroyed by fire or other casualty so as to render the Premises untenable, and the City elects to repair the same, the Agreement shall continue in full force and effect. In the event such repairs cannot be made within 90 days, User may elect to terminate this Agreement. In the event of the total destruction of the Premises, or partial destruction in the event the City elects not to repair the Premises, without fault or neglect of the User, its agents, employees, invitees, or visitors, or if from any cause the Premises shall be so damaged that the City shall decide not to rebuild (which decision City may make in its sole discretion), then all rent owed up to the time of such destruction or termination shall be paid by User and this Agreement shall cease and come to an end.

16. **HAZARDOUS SUBSTANCES:** User shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by User, User's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner due to the actions or inactions of the User, User shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of

rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of those actions or inactions by User. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if User causes or permits the presence of any Hazardous Substance on the Premises and that results in contamination, User shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. User shall first obtain City's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

17. **HOLDING OVER:** If after the expiration of the term of this Agreement, User shall remain in possession of the Premises or any part thereof, and continue to pay compensation for the use of the Premises, without any express agreement as to such holding, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except for the provisions relating to the period of User's occupancy, and One Dollar (\$1.00) per year or any portion thereof shall be due and payable in advance on the first day of January. Such holding over may be terminated by City or User upon ten (10) days' notice. In the event that User fails to surrender the Premises upon termination or expiration of this Agreement, or such month-to-month tenancy, then User shall indemnify City against loss or liability resulting from any delay of User in not surrendering the Premises.

18. **REMEDIES UPON BREACH:** In the event of a breach of this Agreement by User, the City may have the following remedy, in addition to all of the rights and remedies provided at law or in equity:

The City may retake possession of the Premises and shall have the right, but not the obligation, without being deemed to have accepted a surrender thereof, and without terminating this Agreement, to relet same for the remainder of the term provided for herein.

19. **TERMINATION**: The City may, at its discretion, terminate this Agreement upon thirty (30) days written notice to the User.

20. **PREVAILING WAGES**:

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

Date bid or request for qualifications/proposals was advertised December 7, 2017.

If contract opportunity was not advertised, date of written encumbrance N/A.

(b) Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date the Contract was fully executed. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

(e) Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the

payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

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

21. **LIVING WAGE:** The wages to be paid to User's covered workers or contractors shall be not less than the wage from time to time determined to be the living wage under subsection (c) of § 20-80 (See Exhibit D). User's contractor or 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 date of this Agreement. Increases in living wages subsequent to the date of the Agreement 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. Except as provided below, in no event shall any increases in living wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the City, and the possibility and risk of any such increase is assumed by User.

(a) User shall furnish to the City's Auditor, upon the Auditor's request, a true and correct copy of the payroll records of all covered User's contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each covered worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by each covered worker. The copy of the payroll record shall be accompanied by a sworn statement of the User that the copy is a true and correct copy of the payroll records of all covered workers, 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 living wages as set forth in the contract specifications. Pay scale for covered workers shall be posted in a prominent place in the Facility.

(b) If any 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, at its option, by written notice to the contractor, withhold further payment to the contractor, or 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. In the event of termination, the contractor shall be liable to the city for any excess costs occasioned the city thereby.

22. **NON-DISCRIMINATION:** In connection with the performance of work under the Agreement, the User may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The User shall insert the foregoing provision in all subcontracts.

23. **VENUE, GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the State District Court in and for the City and County of Denver, Colorado.

24. **ASSIGNMENT AND RIGHT TO SUBCONTRACT FOR USE:** The User shall not assign or transfer its rights under this Agreement without first obtaining the written consent of the Director.

25. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS:** The User, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium

whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

26. **EXAMINATION OF RECORDS:** The User agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after termination of Agreement, have access to and the right to examine any directly pertinent books, documents, and records of the User involving matters directly related to this Agreement.

27. **TRADE FIXTURES:** User may install in the Premises, upon the City's prior written consent which shall not be unreasonably withheld, trade fixtures, machinery, cabling and wiring, furnishings or other personal property (said items hereinafter referred to collectively as "Trade Fixtures") used by the User in connection with the provision of child care services as long as such installation is performed in a proper, lawful and workmanlike manner, without causing damage to the Premises and which does not interfere with or damage the mechanical or electrical systems or the structure of the Building. User shall submit an annual inventory list of Trade Fixtures to the City. User shall promptly repair at its own expense any damage to the Premises resulting from the installation or removal of Trade Fixtures. If User's Trade Fixtures are not removed within a reasonable period after the expiration or earlier termination of the term thereof, they shall be deemed conclusively to have been abandoned by User and may be appropriated, sold, destroyed or otherwise disposed of by the City without notice or obligation to compensate User or to account therefor. The User shall be liable to the City for any and all reasonable cost incurred by the City in connection with the disposition of such property.

28. **AMENDMENT:** No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Agreement, however, the Director of Parks and Recreation shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Agreement. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

29. **SEVERABILITY**: If any portion of this Agreement is determined by a court to be unenforceable for any reason, the remainder of the Agreement remains in full force and effect.

30. **BINDING EFFECT**: This Agreement when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to assignment or subcontract for use in accordance with paragraph 24 above.

31. **THIRD PARTIES**: This Agreement does not, and shall not be deemed or construed to, confer upon or grant to and third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

32. **NOTICES**: All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

To the City: Executive Director of Parks and Recreation
201 West Colfax, Dept. 601
Denver, CO 80202

With copies to: Denver City Attorney
Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, CO 80202

Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

To User: Birdseed Collective
5531 Umatilla Street
Denver, Colorado 80221

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Party.

33. **ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void

and of no effect. Further, this Agreement supersedes any and all prior written or oral agreements between the parties.

34. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance hereunder constitute or be construed to be a waiver by any party or any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Agreement shall be deemed or taken to be a waiver of any other default or breach.

35. **NO PERSONAL LIABILITY:** No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of User shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

36. **CONFLICT OF INTEREST BY CITY OFFICER:** User represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interest in this Agreement, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

37. **APPROPRIATION:** All obligations of the City under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

38. **REASONABLENESS OF CONSENT OR APPROVAL:** Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

39. **AUTHORITY TO EXECUTE:** User represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind User.⁴⁰

PARAGRAPH HEADINGS: The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to

define, limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

40. **CITY'S EXECUTION OF AGREEMENT:** This Agreement is expressly subject to, and shall not be or become effective or binding on the City until approval by its City Council and full execution by all signatories set forth below.

41. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** User 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.

[SIGNATURE PAGES TO 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 _____

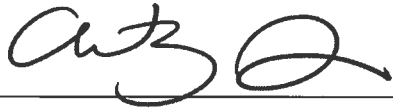
By _____

By _____



Contract Control Number: PARKS-201842732-00

Contractor Name: Birdseed Collective

By: 

Name: Anthony J. Garcia Sr.
(please print)

Title: Executive Director, Birdseed Collective
(please print)

ATTEST: [if required]

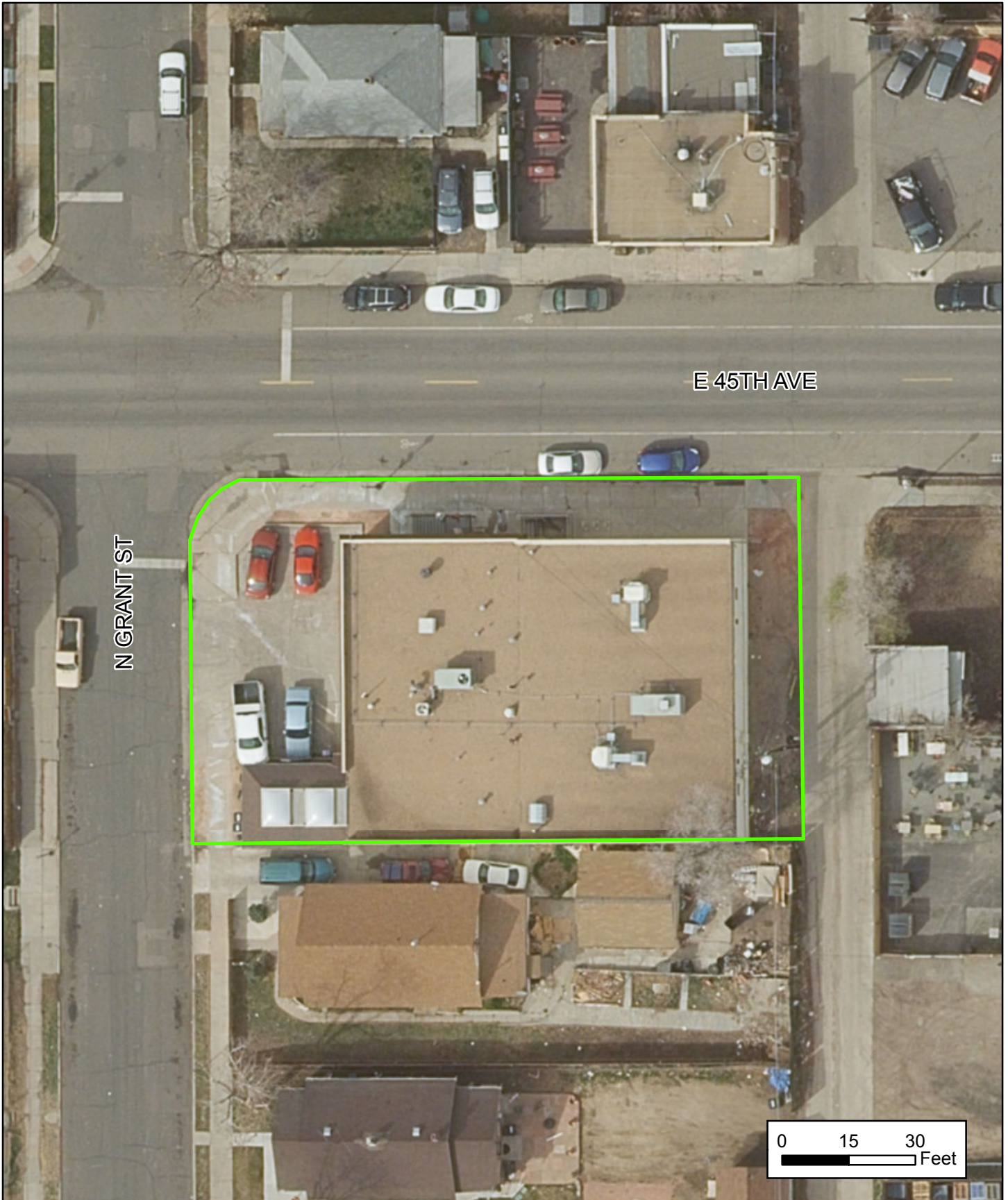
By: _____

Name: _____
(please print)

Title: _____
(please print)

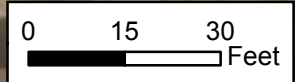


EXHIBIT A



N GRANT ST

E 45TH AVE



Globeville Recreation Center

4496 N Grant St, Denver, CO 80216



Exhibit B

BUILDING MAINTENANCE GLOBEVILLE RECREATION CENTER			
BUILDING EXTERIOR			RESPONSIBLE PARTY
1	Wash windows	QUARTERLY	Contractor
2	Wash accumulated dirt from building surfaces	QUARTERLY	Contractor
3	Lubricate exterior door hinges and hardware	QUARTERLY	Contractor
4	Replace broken window glass	AS NEEDED	Contractor
5	Replace cracked or missing putty or caulk at windows & doors	AS NEEDED	City
6	Scrape, prime and paint building exterior and trim as needed	AS NEEDED	City (Contractor shall supply paint)
7	Inspect exterior walls for loose mortar, lintel failures and structural cracks	AS NEEDED	City
BUILDING INTERIOR			RESPONSIBLE PARTY
1	Maintain fire extinguishers	ANNUALLY	Contractor
2	Clean windows, blinds, draperies, etc.	AS NEEDED	Contractor
3	Check and lube all door locks and adjust closers as needed	AS NEEDED	Contractor
4	Repair broken tiles or torn carpet	AS NEEDED	City
ELECTRICAL EQUIPMENT			RESPONSIBLE PARTY
1	Repair or replace frayed wires immediately	AS NEEDED	Contractor
2	Repair or replace non-functioning switches, receptacles & outlets	AS NEEDED	Contractor
3	Replace burned out light bulbs	AS NEEDED	Contractor
4	Test emergency lighting system	QUARTERLY	Contractor
5	Test all exit lights.	QUARTERLY	Contractor
6	AED testing and reports	QUARTERLY	Contractor

**BUILDING MAINTENANCE
GLOBEVILLE RECREATION CENTER**

PLUMBING			RESPONSIBLE PARTY
1	Repair leaking faucets and fixtures	AS NEEDED	Contractor
2	Inspect and clean out grease traps and sewer clogs	QUARTERLY	Contractor
SITE			RESPONSIBLE PARTY
1	Remove excess brush and weed growth adjacent to building walls & electrical equipment	AS NEEDED	Contractor
2	Trim and prune shrubs and trees	AS NEEDED	Contractor
3	Check split system AC units, clear of debris, no damage, etc.	QUARTERLY	Contractor
4	Clean all site drains	QUARTERLY	Contractor
5	Fertilize lawn	AS NEEDED	Contractor
6	Remove and dispose of all fallen tree limbs, dead shrubs, etc.	AS NEEDED	Contractor
7	Repair potholes & restripe if necessary	AS NEEDED	City
8	Patch and repair walkway surfaces	AS NEEDED	City
9	Repair and/or paint fences	AS NEEDED	City
10	Paint walkway markings	AS NEEDED	City
11	Reseed worn lawn areas	AS NEEDED	City
ROOF			RESPONSIBLE PARTY
1	Clean roof valleys.	AS NEEDED OR AS DETERMINED BY CITY	City
2	Clean and test roof drains	AS NEEDED OR AS DETERMINED BY CITY	City
3	Clean and secure gutters	AS NEEDED OR AS DETERMINED BY CITY	City
4	Clean and secure downspouts	AS NEEDED OR AS DETERMINED BY CITY	City
5	Inspect and repair metal flashings	AS NEEDED OR AS DETERMINED BY CITY	City

**BUILDING MAINTENANCE
GLOBEVILLE RECREATION CENTER**

6	Perform roof repairs as needed	AS NEEDED OR AS DETERMINED BY CITY	City
MECHANICAL EQUIPMENT			RESPONSIBLE PARTY
1	Flush window AC unit coils with water to remove dust, dirt & debris	QUARTERLY	Contractor
2	Check & cleanout openings, doors, etc., for air leakage and corrosion	QUARTERLY	Contractor
3	Clean all washable window AC unit filters	QUARTERLY	Contractor
4	Check hot water heater for any fuel or water leaks	QUARTERLY	Contractor
5	Check motorized dampers for hot water heaters	AS NEEDED	City
6	Service all pumps per manufacturer's instruction manuals	AS NEEDED OR AS DETERMINED BY CITY	City
7	Service all air-conditioning equipment	AS NEEDED OR AS DETERMINED BY CITY	City
8	Service all ventilating equipment	AS NEEDED OR AS DETERMINED BY CITY	City



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/2/2018

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.

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.

PRODUCER: Trust Hall Insurance Services Inc. CONTACT NAME: Debbie Dermont. INSURED: Birdseed Collective. INSURER(S) AFFORDING COVERAGE: Auto-Owners Insurance Co, Pinnacol Assurance.

COVERAGES CERTIFICATE NUMBER:2017 to 2018 added H & no 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability including hired and non-owned auto.

CERTIFICATE HOLDER CANCELLATION

Certificate holder: City and County of Denver, Department of Parks and Recreation. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



City and County of Denver

201 West Colfax Avenue, Dept. 705 • Denver, Colorado 80202

720-913-5000 • Fax 720-913-5253 • www.denvergov.org/auditor

Timothy M. O'Brien, CPA
Auditor

TO: All Users of the City of Denver Living Wage

FROM: Timothy M. O'Brien, Denver Auditor

DATE: January 24, 2017

SUBJECT: Living Wage / D.R.M.C. 20-80

Workers covered under the living wage ordinance (D.R.M.C. 20-80) are persons employed by any contractor or subcontractor to the city, pursuant to a direct service contract with the City, engaged in the work of a parking lot attendant, security guard, or child care worker, at any public building or public parking facility owned by the city or clerical support worker.

Effective Date: January 24, 2017

The current living wage is \$11.83.

Questions call: 720.913.5000 Prevailing Wage Section



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, Human Resources Technician II
DATE: Wednesday, November 22, 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 attached Prevailing Wage Schedule is effective as of **Friday, November 10, 2017** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO170030
Superseded General Decision No. CO20160030
Modification No. 13
Publication Date: 11/10/2017
(4 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: CO170030 11/10/2017 CO30

Superseded General Decision Number: CO20160030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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	01/13/2017
2	01/27/2017
3	02/03/2017
4	04/07/2017
5	04/21/2017
6	05/19/2017
7	05/26/2017
8	06/02/2017
9	06/09/2017
10	07/21/2017
11	08/04/2017
12	08/18/2017
13	11/10/2017

* ASBE0028-002 07/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 30.73	14.23

CARP0055-002 11/01/2016

	Rates	Fringes
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CARPENTER (Drywall Hanging
Only).....\$ 26.25 8.64

CARP1607-001 06/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 31.38	12.70

ELEC0068-012 06/01/2017

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 34.70	14.97

ELEV0025-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.35	31.58

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 29.82	10.10
50 tons and under.....	\$ 27.75	10.10
51 to 90 tons.....	\$ 27.92	10.10
91 to 140 tons.....	\$ 28.55	10.10

IRON0024-009 05/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.30	12.25

IRON0024-010 05/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.30	12.25

PAIN0079-006 08/01/2017

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

PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41

PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2017		
	Rates	Fringes
GLAZIER.....	\$ 31.02	9.37

PLUM0003-009 06/01/2017		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 34.53	16.44

PLUM0208-008 06/01/2017		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 33.30	17.65

SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

SHEE0009-004 07/01/2017		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 33.26	16.61

SUCO2013-006 07/31/2015		

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick....	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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

Office of Human Resources
Supplemental rates
(Specific to the Denver projects)
Supp #101, Date: 11-28-2016

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Boilermakers		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Journeyman Tile Setter		\$26.83	\$8.48
Laborers: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
Power Equipment Operators:			
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
	Mechanic	\$18.48	
Tile Finisher-Floor Grinder- Base Grinder		\$20.87	\$8.42
Truck Drivers	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation” rates published by the Federal Davis-Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls.
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer.
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
- Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.



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."