

CONTRACT SERVICES AGREEMENT
“On-Call Services”

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered, effective as of the date set forth on the City’s signature page below (**“Effective Date”**), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (the **“City”**) and **MALONEY TREE CARE, LLC**, a Colorado limited liability company, with an address of 303 S. Broadway, Suite 200 #710, Denver, Colorado 80209 (the **“Contractor”**), both of which parties may be individually referred to in this Agreement as a **“Party”** or jointly referred to as the **“Parties”**.

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

1. WORK TO BE PERFORMED:

A. Services: The Contractor agrees to perform, as assigned, services under this Agreement on an “on-call” or “as needed” basis. The Contractor shall diligently and skillfully perform these assigned services including but not limited to tree pruning, tree removal, stump removal, stump grinding, filling of stump holes, and debris removal, and other services as described in the **Statement of Work in Exhibit A**, which is attached hereto and incorporated herein by reference (the **“Work”**). As prescribed in issued notices specifying the Work to be performed (**“Task Notice”**), the Contractor shall promptly initiate and complete the specifically assigned services during the specified time periods at identified locations (**“Work Projects”**).

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

C. Non-exclusivity: The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Work for which the City may contract.

The City may enter agreements with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Executive Director, the contractor which is the most cost effective, best suited, or most readily able to perform a specific Work Project.

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

E. Task Notice Change: If, after the Department notifies the Contractor to proceed to perform a Task Notice and commencement on the Work Project, additions, deletions

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

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

G. Time is of the Essence: Work Projects are often time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary: 1) in timely reviewing and assessing an issued Task Notice or amended Task Notice; 2) in inspecting the Work Project site(s); 3) in evaluating the Contractor's ability to initiate and complete the Work Project in the manner and within the timeframe specified in the Task Notice or amended Task Notice; 4) in confirming the Work Project Amount specified in the Task Notice or any changes to the Work Project Amount under an amended Task Notice; 5) in responding to the Department of Parks and Recreation as required under this Agreement; 6) in initiating, making good progress, and completing the Work Project, all within the timeframes specified in the Task Notice or amended

Task Notice; and 7) in promptly and fully correcting or completing any Work noted in a Notice of Deficiency. Failure or refusal by the Contractor to confirm a Task Notice or amended Task Notice or to initiate, make good progress, or complete Work after receiving a notice to proceed from the Department within the timeframes specified in the Task Notice or the amended Task Notice may result, at the discretion of the Executive Director and with very short notice, in the withdrawal of the Task Notice or amended Task Notice. Flagrant or persistent problems with the Contractor performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 5.C. below or, for failure to perform or substantially perform an issued Task Notice or amended Task Notice within specified timeframes or in accordance with the Task Notice or the amended Task Notice, in the pursuit of remedies under section 5.D below. Except as approved by the Executive Director in advance and in writing, the Contractor shall not subcontract with another contractor to perform the Work or assign an issued Task Notice or amended Task Notice to another contractor.

2. METHODS OF WORK:

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

B. Permits and Licenses: Any Work specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or

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

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

D. Protection to Property: The Contractor shall assume full responsibility and expense for the protection of all public and private property as is appropriate or needed for the Work, including but not limited to structures, street improvements, pathways, irrigation systems, landscaping, water lines, sewers, and other utilities, both above and below ground, at or near the site or sites of the Work or at any other location affected by the prosecution of the Work or the transportation or utilization of workers, equipment, or materials in connection with the Work. The Contractor shall provide, in a timely manner and in advance, written notice to: 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 within the performance of

the Work. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City will accept or pay for the Work performed. If the Contractor fails to make such repairs or replacement, the Executive Director or their designee may, at the Executive Director's or their designee's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

E. Safety: The Contractor is responsible for the health and safety of every person on or at the work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. For all operations requiring the placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions.

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

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that Task Notices or amended Task Notices with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to the Contractor. Issued Task Notices and amended

Task Notices shall not, individually or cumulatively, authorize the performance of Work for which the Work Project Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total Work Project Amount(s) do not exceed the Maximum Contract Amount of this Agreement.

B. Conditions of Payment: Requests for payment, or progress payments, if applicable or appropriate, must be submitted by the Contractor to the Department fully documenting and itemizing the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A** and **Exhibit B**. Submittal of an approved invoice by the Contractor, as specified in sub-section 1.F. above, shall be a condition precedent to any obligation for the City to make payment for Work performed by the Contractor. The request for payment shall affirmatively represent that: 1) Work specified in the Task Notice or the amended Task Notice has been performed and completed or partially and any Deficiency Notice has been satisfied; 2) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of section 12 below have been fully complied with; 3) all rights, title and interests to the materials or improvements provided or installed as the result of this Work have transferred to the City; and 4) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the request for payment is hereby deemed to contain them. The request for payment must be approved by the Executive Director in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any costs of any repair or replacement of property as specified in sub-section 2.D above or correction of Work performed by the City. In addition, the City may withhold from payment an amount sufficient to cover any claims, as prescribed by section 38-26-107, C.R.S. Any payment may be reduced by any liquidated damages assessed by the Executive Director under sub-section 5.D.2 below and the costs of any repair or replacement of property as specified in sub-section 2.D above.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (1) the City does not by this Agreement, irrevocably pledge present

cash reserves for payments in future fiscal years, and (2) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

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

5. TERMINATION AND REMEDIES:

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

B. Termination, With Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of this Agreement ("**Breach**"), for which the Executive Director may, at the Executive Director's option, either terminate this Agreement or withdraw a Task Notice or an amended Task Notice, with cause, upon written notice to the Contractor:

1) The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement or under any Task Notice or amended Task Notice issued under this Agreement, including the due diligence obligations set forth in section 1 of this Agreement or the Work methods under section 2 of this Agreement, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters

beyond the Contractor's control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, a strike at a manufacturer or supplier for the Work Project, or widespread unavailability of necessary materials or supplies;

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Compensation: Upon termination of this Agreement or withdrawal of a Task Notice or amended Task Notice by the Department, with cause, under sub-section 5.B above, the Contractor shall be compensated for the Work that the Executive Director determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) the costs of releasing any liens or covering any subcontractor or supplier claims related to the Contractor's Work; 2) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work; or 3) the costs to repair or replace any damaged or lost property caused by the Breach. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

D. Remedies:

1) *Termination:* For any termination of this Agreement, with cause, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of the Agreement; b) actual damages or costs caused by the 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.C above. In any legal action

brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any Task Notice or amended Task Notice performed in whole or part by the Contractor. The City and the Contractor understand and agree that the rights of specific performance and to incidental, consequential, or punitive damages have been hereby expressly waived and released by both Parties.

2) *Liquidated Damages:* If the Executive Director determines, at the Executive Director's discretion, for delay or a Breach of this under Agreement, not to seek termination but to apply liquidated damages as provided in this paragraph, the Contractor shall be liable to the City for liquidated damages in an amount equal to ten percent (10%) of the Task Notice or amended Task Notice total cost. The ten percent (10%) liquidated damages will be assessed upon a twenty-four (24) hour delay in the Contractor's work. The liquidated damages for delay will not be assessed if the Contractor first provides notice to the City that the work will be delayed. The Contractor and City hereby acknowledge and agree that it would be impractical and extremely difficult to estimate the damages which the City might incur for said delay or Breach, and that, in the interest of assuring that Work is timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of the Agreement or litigation.

6. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action or inaction, including any payments to the Contractor, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

7. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform contracted services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor or the Contractor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of the D.R.M.C. or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the

foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: 1) are not entitled to workers' compensation benefits through the City; 2) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and 3) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

8. INSURANCE:

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

B. Proof of Insurance: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD

form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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

H. Automobile Liability: The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

9. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

10. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101 *et seq.*, C.R.S.

11. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES: The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax-exempt entity.

12. LIENS AND OTHER ENCUMBRANCES: The Contractor shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any worker labor performed or materials or equipment furnished by any person or legal entity to or on behalf of the Contractor, either pursuant to C.R.S. § 38-26-107 or by any other authority. The Contractor shall promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. The Contractor shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Agreement. The Contractor will indemnify and save harmless the City for the extent of any and all payments, interests, and penalties resulting from failure to comply with this section. The Contractor's obligations set out in this section 12 shall survive the expiration or termination of this Agreement.

13. ENVIRONMENTAL COMPLIANCE: The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the Work. The Contractor shall comply with all applicable federal, state, and local environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "Hazardous Materials" shall mean asbestos, asbestos-containing materials, and asbestos-contaminated soils, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid

Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, state statute counterparts to these federal statutes, any guidelines issued and rules or regulations promulgated pursuant to federal or state statutes, and any other applicable federal or state statute.

14. DISPOSAL OF NON-HAZARDOUS WASTE AT DADS: In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“**DADS**”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Proposals shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

to any personal or real property owned by the City or another person resulting from said fault(s) or defect(s) or from the repair, replacement, or correction of the fault(s) or defect(s). The Contractor warrants that the Contractor has full title to all Items incorporated into the Work, that the transfer of such title to the City is rightful and free and clear from all security interests, liens, claims, or encumbrances whatsoever, and that the Contractor will defend such title against all persons claiming the whole or part of any Item, at no cost to the City.

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

17. ASSIGNMENT AND SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without first obtaining the prior written consent of the Executive Director. Any assignment or subcontract approved by the Executive Director may require new or extended surety and insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the Executive Director's written consent. Any assignment or subcontract without the Executive Director's written consent shall be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has the sole and absolute discretion whether to consent to any assignment or subcontract or whether to terminate the Agreement because of unauthorized assignment or

subcontract. In the event of any unauthorized assignment or subcontract: (1) the Contractor shall remain responsible to the City; and (2) no contractual relationship shall be created between the City and assignee or subcontractor.

18. NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. Any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

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

22. CONFLICT OF INTEREST:

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

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

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

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

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

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

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

25. GOVERNING LAW; VENUE; AND CONSTRUCTION DEFECTS:

A. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be

amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

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

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

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

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

27. [RESERVED]

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

29. PREVAILING WAGES:

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

advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit D** and incorporated herein by reference.

B. Date bid or request for qualifications/proposals was advertised: January 12, 2024.

C. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the actual date of bid or proposal issuance, if applicable. Unless expressly provided for in this Contract, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

F. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

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

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

to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

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

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

34. INUREMENT: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

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

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

37. LEGAL AUTHORITY: The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Contractor, hereby warrants and guarantees that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances

and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

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

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

[SIGNATURES PAGES FOLLOW]

Contract Control Number: PARKS-202473507-00
Contractor Name: Maloney Tree Care, LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

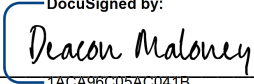
By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202473507-00
Maloney Tree Care, LLC

By:  _____
1ACA96C05AC041B...

Name: Deacon Maloney
(please print)

Title: owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Statement of Work

Group 6: **Public Right-of-Ways, Public Spaces and Private Property**

Group C: Structural Tree Pruning of Young Trees on Public Right-of-Ways and Public Property

DEFINITIONS:

1. **City Forester:** Representative from Office of the City Forester that oversees the project and works with the contractor for site inspections and overall communication- typically a Forestry Operations Supervisor
2. **Closed Access:** any section of private property that is enclosed by a fence and does not have open unrestricted access to the target tree or is not accessible by aerial lift device without entering private property.
3. **Natural prune (cleaning):** selective branch removal of one or more of the following: all deadwood, all diseased branches, crossing / interfering branches equal to or greater than 1" in diameter, and all broken branches. Remove no more living material than what is necessary to achieve the objective.
4. **Natural prune (structural):** selective branch removal to improve tree and branch architecture primarily on young and medium diameter (1 – 8" DBH) trees; strong, properly spaced scaffold branch structure shall be selected and maintained by suppressing or removing other branches; temporary branches shall be retained or reduced as appropriate; interfering, overextended, defective, weak, all deadwood and poorly attached branches shall be removed. Remove, suppress, subordinate codominant stems.
5. **Natural prune (clearance):** selective branch removal to parent stem or reduction to lateral branches to provide a minimum sixteen-foot (16') wide pass-through lane in alleys, raising the crown over all streets to provide a minimum (13.5') thirteen and a half feet clearance and to provide a minimum of (8.0') eight feet clearance over sidewalks in a manner that satisfies the Rules and Regulations for Protection of Trees Upon Public Rights-of-Way and Other Public Places adopted by the Manager of Parks and Recreation under Section 57-19, Denver Revised Municipal Code.
6. **Natural prune (risk mitigation/safety):** selective removal of all deadwood, structurally unsound or poorly attached branches or limbs. Live branches, equal to or greater than 2" in diameter, shall be removed only if it is an obvious risk to person or property.
7. **Open Access:** any section of private property that is not enclosed by a fence and has open unrestricted access to the target tree or debris. This may include trees located in fenced area but accessible by aerial lift device to complete work, and debris can be reached by grapple / log loader without entering private property.
8. **Ornamental:** any tree suitable for planting under overhead utilities with a mature height of twenty-five (25) feet.
9. **Thinning:** selective pruning of live branches and/or dead, diseased, and/or broken branches to reduce the density of the crown and achieve, where possible, an even

distribution of branches on individual branches and throughout the crown. No more than twenty five percent (25%) of the live crown shall be removed in any one growing season without prior authorization.

10. **“Tree Diameter”**: measured at Breast Height (DBH), 4.5’ (four and one-half feet) above ground. This shall be measured on every tree as follows:
- a) Upright, fairly straight trees shall be measured at 4.5’ (four and one-half feet) above ground.
 - b) Trees on a slope shall be measured at 4.5’ (four and one-half feet) above ground at the midpoint of the trunk.
 - c) Leaning trees shall be measured at 4.5’ (four and one-half feet) above ground at the midpoint of the trunk.
 - d) Trees that fork below 4.5’ (four and one-half feet) from the ground shall be measured at the narrowest point below the fork.
 - e) Multi-stem trees, which are trees with more than one trunk at 4.5’ (four and one-half feet) above ground and originating from a common trunk or common root system, will be measured as follows:
 - i. Each stem will be measured at 4.5’ (four and one-half feet) above ground using rules a) - d) above.
 - ii. All diameters will be converted to cross-sectional areas and aggregated to a cumulative cross-sectional area.
 - iii. The cumulative cross-sectional area will be used to determine the aggregate DBH measurement for the multi-stem tree.
 - iv. If all the stems arise within three feet of the ground, and each stem contributes equally to the canopy, then determine the sum of the cross-sectional areas of each stem measured at 4.5 feet above grade. Different stem configurations may require measuring at other heights or locations to represent the size of a stem more accurately.
 - v. Other stem configurations need to be in accordance with the recommendations in the 10th edition to the Guide for Plant Appraisal.

A.1.a SPECIFICATIONS FOR ALL GROUPS:

General

1. The contractor will be required to provide the necessary labor, tools, equipment and supplies to perform the required services. If a crane or other large piece of rental/leased equipment is necessary for completion of the work, written notice, including a cost estimate, must be provided to the City Forester representative within the Department of Parks and Recreation for consideration in allowing such equipment under proper circumstances and subject to additional restrictions and requirements. **PAYMENT AND/OR REIMBURSEMENT FOR A CRANE OR ADDITIONAL LARGE EQUIPMENT WILL BE CONSIDERED ON A CASE-BY-CASE BASIS.**

A detailed request for completion of the job will be required and shall contain at a minimum:

- a) Explanation of why additional equipment and/or labor is required

- b) Cost of the crane or large equipment
- c) Quantity additional labor
- d) Cost of barricades or warning devices if needed

The contractor must report any delays due to staffing or equipment shortages to the City Forester representative immediately. If the delay is determined detrimental to the timely performance of any duties, the work, in whole or in part, may be cancelled.

2. Utility Location and/or Disconnection: The contractor will be required to schedule the required services.
3. All work on City property shall be performed in compliance with all applicable Federal, State, and Local laws, ordinances, statutes, rules, and regulations including Department of Transportation & Infrastructure (DOTI) and Denver Parks and Recreation (DPR) regulations.
4. The contractor will follow lowest impact (to natural resources, agricultural resources, and recreational resources) methods of access and application while accessing City property and/or parks, including the least amount of vehicle use required onsite, and or the use of vehicle tracking mats to reduce soil compaction and impacts to turf areas. Any changes in scheduled activities must be arranged through the City Forester representative. The pre-approval will be in the form of a fully executed Task Notice which will also set forth the agreed-upon job details, timing, and all costs.
5. All tree maintenance practices shall be in accordance with the International Society of Arboriculture (ISA), Occupational Safety and Health Administration (OSHA) standards, and Best Management Practices as interpreted by the City Forester and current Parks and Recreation Trees and Tree Care rules and regulations. If tree pruning or removal practices are not in accordance with ISA and OSHA standards or to the reasonable satisfaction of the City Forester representative, a Task Notice or amended Task Notice, as provided in the Agreement, may be cancelled and the associated work may be re-assigned to another contractor.
6. All tools must be in clean, safe, and proper working order, and insect and disease-free before working on an assigned tree. The contractor shall immediately and properly disinfect all tools used on a tree known to contain an infectious tree disease or known to be susceptible to infectious disease. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected after each pruning cut and prior to the next use of the tool.
7. The contractor shall inspect and promptly report any concerning cracks, cavities, and/or areas of decay in trunk, scaffold and/or parent branches to the City Forester representative for possible corrective action. Should immediate action be required, contractor must notify the City Forester representative immediately via telephone.
8. The diameter of each tree shall be measured at Breast Height (DBH), 4.5 feet above ground. See the [Definitions section](#) for variations on DBH.
9. All specifications and requirements are subject to further details or refinements as specified in the contract, task notice, or amended task notice.

Personnel:

1. All workers assigned by the contractor for servicing a City job shall be adequately and properly trained and informed to complete the work in a safe and efficient manner.
2. All personnel shall wear a company-identifying uniform, or clothing with a company logo clearly visible.
3. 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 able to communicate and able to answer questions or concerns from the City Forester representative and/or property owners.
4. The contractor is responsible for supplying all necessary equipment to complete work in a safe and efficient manner.

Safety:

1. The contractor shall be responsible for being fully familiar with and conforming to the requirements and guidelines set forth by OSHA and any regulations or directives adopted thereunder.
2. The contractor shall comply with The State Regulations Pertaining to Solid Waste Sites and Facilities (6 CCR 1007-2, PART 1), Section 5.5 Management of Regulated Asbestos-Contaminated Soil (RACS) at all times any construction debris is generated from soils disturbing activities from the scope of this project. Once construction debris is visually noted, it must be evaluated by a Certified Asbestos Building Inspector per the State regulation for compliance to the protocols..
3. Any fill material or soils to be moved to and placed on City-owned property or placed on real property to be transferred to the City must be free of known contamination (observed and documented or previously documented) and be acceptable for unrestricted residential use. If clarification is needed regarding the above-referenced City requirements, please contact Denver Environmental Health's Environmental Quality Division at phone number: 720-865-5452 or email: EnvironmentalQuality@denvergov.org. Delays due to asbestos contamination must be reported to the City Forester immediately.
4. Under no condition shall it be considered proper to leave the site with severed or partially cut limbs still in the trees.
5. Whenever larger tree sections are being cut in a tree that may endanger the public or property, such materials shall be secured and lowered safely in a controlled matter.
6. Affixing and installing any metal material or any other substance foreign to the natural structure of a tree shall only be performed after written permission from the City Forester. **EXCEPTION:** During a tree removal, devices may be attached to the tree, if so desired, to allow an easier or safer way to remove the tree.
7. Any injury to person or damage to any improvement, vehicle, tree, or structure located upon or underneath any public or private street shall be promptly reported to the City Forester and arrangement made to make restitution or repairs. If the contractor fails to act promptly, the City may seek recovery of losses, damages, and costs from the contractor's insurance company. The City reserves the right to withhold a portion or the entire payment until the contractor can provide proof that restitution or repairs have been made to the satisfaction of the City.

8. The contractor is advised to take digital pictures of the work zone if prior damage exists to provide protection from claims of damage. Photos shall be sent to ForestryOperationsTasknotice@denvergov.org prior to work commencing. In the subject line of the email, include the Task Notice number, address of work, and words “prior site damage”.
9. For work performed on park property, the contractor shall provide a description of material storage locations, chemical transportation, and plans for any emergencies such as spills or fires involving chemicals along the route to an application area and/or an application site.
10. Wildlife:
 - a. Honeybees: It is the intention of the City to make reasonable efforts to salvage honeybee hives where possible. If honeybee hive salvage may be possible, the City will contract for hive removal but may require assistance from the contractor in the salvage process.
 - b. Other stinging/biting insects are the responsibility of the contractor to remove, eradicate, or manage as needed to complete the work accordingly as to the task notice given while maintaining work crew safety.
 - c. The contractor must adhere to the Federal Migratory Bird Treaty Act and the Endangered Species Act. Contractor shall promptly notify the City Forester when work is delayed due to these regulations.
 - d. Other: Will be considered on a case-by-case basis.

Equipment:

1. The 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 telephone number must be visible and readable from a distance of at least 60 (sixty) feet. Failure to post aforementioned signage on vehicles and equipment can be grounds for agreement termination and license revocation, if applicable.
2. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited and shall result in the termination of the agreement, revocation of the license, and/or invoice for damages incurred if applicable.

Completion Schedule:

1. Work shall be completed no later than the completion date specified in the Task Notice or amended Task Notice, weather-permitting and subject to any time extensions that the City Forester may grant in writing. The completion date will be stated on the Task Notice, amended Task Notice, or as agreed upon in writing by the contractor and City Forester. The contractor is obligated to exercise due diligence in making good progress on the work and within the specified timeframe. If the contractor is unable to perform

the work within the timeframe allotted, the contractor is obligated to promptly notify the City Forester and the work may be reassigned to another contractor.

Work Stoppage/Delay:

1. The contractor shall promptly notify the City Forester if there is a work stoppage or delay in work. If the delay is determined detrimental to the timely performance of any duties, the work, in whole or in part, may be canceled.

Invoicing:

1. Each completed work assignment shall be invoiced separately. Progress payments are allowable, and the contractor may submit invoices every two (2) weeks.
2. Barricade and traffic control costs shall be submitted on a separate invoice to the City, and the separate invoice shall be included with the completed Task Notice invoice. A copy of the barricade/traffic control vendor's original invoice must also be included.
 - The City will only reimburse the contractor for the initial traffic control/barricade set-up costs, unless otherwise authorized in advance by the City Forester representative.
3. All work invoicing shall be submitted no later than fourteen (14) calendar days after the completion of the Task Notice. All invoice resubmissions shall be submitted within seven (7) calendar days of the resubmission request.
4. Invoices shall be submitted only when all items/requirements are complete for that invoice via email to ForestryOperationsTasknotice@denvergov.org
 - a. The subject line shall contain the Task Notice number and property address.
 - b. The invoice must contain at a minimum:
 - Task Notice number
 - Address of work
 - Specific site IDs for all items
 - Description of work completed
 - Date of completion
 - Total price

Licenses and Permits:

1. The contractor must possess a general tree care license with the City issued by the Director of Excise and Licenses. Licenses must be retained throughout the life of the contract; failure to do so may result in the termination of the contract. The contractor shall maintain a current copy of its tree service license on file with the City in the Forestry division.
2. For tree and/or shrub treatment services on City owned property, the contractor must possess a Commercial Applicator's license through the Colorado Department of Agriculture; any person or business that applies pesticides to a property other than their own in exchange for compensation must have a Commercial Applicators license.

For additional information, visit <https://www.colorado.gov/pacific/agplants/commercial-pesticide-applicators>.

3. For tree and/or shrub removal and stump treatment services along waterways on Parks property only, the contractor must possess a Commercial Applicator's license through the Colorado Department of Agriculture; any person or business that applies pesticides to a property other than their own in exchange for compensation must have a Commercial Applicators license. For additional information, visit <https://www.colorado.gov/pacific/agplants/commercial-pesticide-applicators>.
4. The contractor is responsible for obtaining all required permits and paying any costs associated with these permits before commencing work. The City Forester's permits include removing, injecting, and planting trees in the public right-of-way or other City property. Street occupancy, lane/street closure permits, and rules associated with street/traffic permits can be obtained through DOTI. A breakdown of current permits required, and fees are listed as follows (note all fees are subject to change over time):
 - a. Forestry Tree Work Permits: Free (required for all licensed contractors)
 - b. Park Access Permits: Free
 - c. DOTI Annual Equipment Fee: \$50/piece of equipment (required for all licensed contractors)
 - d. DOTI Street Occupancy Fees:
 - i. One-time \$50 annual fee (required for all licensed contractors)
 - ii. Additional job-related street occupancy permit fees are waived for Forestry-issued Task Notice and amended Task Notice
 - e. CDOT permit(s), if applicable
 - f. Traffic Control Plans and Barricades: The contractor must follow DOTI's requirements for obtaining permits and providing traffic plans to receive street occupancy permits. It is possible, but not guaranteed, that the City's traffic control/barricade contractor will honor or pass its City rates to the contractor; contractor are responsible for asking the City's traffic control/barricade contractor directly.

Barricades and Traffic Control Plans:

1. Adequate barricades, warning devices, and signage shall be furnished and placed as necessary for the safety of persons and vehicles. DOTI and Parks and Recreation rules must be followed, as well as the Colorado State Highway Department regulations.
2. Street and sidewalk warning devices shall be in position as required when work is being performed on trees near streets.
3. Unless the tree work is totally barricaded or otherwise protected, at least one responsible tree worker shall coordinate safe operations on the ground when work is in progress or possible hazards exist. Pedestrian and vehicles shall be allowed to pass through the work areas under condition of safety and with as little inconvenience and delay as possible.
4. For work that necessitates the closure of legal parking space, the contractor is responsible for initial posting of parking limitations per DOTI and/or Parks and

Recreation requirements. Should parking limitation signage be removed by persons other than City employees, or by unauthorized removal, the contractor may request to use City's current contractor for barricades.

5. Reimbursement will be approved for barricade costs for a single set up and tear down related to the City assigned tree work, unless prior approval is given by the Office of the City Forester for additional reimbursement costs. Traffic control and barricade invoices associated with each assigned location of tree work shall be submitted by the awarded contractor at the same time as the tree work invoice. Reimbursement is not applicable for the scheduled Parkway Pruning groups. The barricades and traffic control will be the responsibility of the contractor to coordinate and pay for.

Clean-up:

1. Clean-up of branches, logs, or any other debris resulting from any tree service operation shall be promptly and completely accomplished by the end of the working day on all trees, unless otherwise specified and authorized by the Task Notice or amended Task Notice.
2. Tree debris shall be disposed of in an appropriate manner. The work area shall always be kept safe until the clean-up operation is completed. Under no condition shall the accumulation of bushes, limbs, logs, or other debris be allowed upon a public street right-of-way that may result in a public hazard.
3. As specified by the Task Notice or amended Task Notice, infected or infested wood shall be chipped, de-barked, or hauled to a landfill for burial the same day as its removal. Infected or infested wood shall not be stockpiled, either within the City or elsewhere.
4. The contractor shall process all wood regulated under State quarantine per the guidelines established by the Colorado Department of Agriculture to prevent the spread of the controlled insect or disease.
5. The contractor will be held responsible for the cost of full cleanup of any chemical spills and the proper disposal of all containers, spill material and clean-up material.

Disposal:

1. The contractor shall process all wood regulated under State quarantine per Colorado Department of Agriculture guidelines to prevent the spread of the controlled insect or disease.
2. Executive Order No. 115 regarding the Required Use of Denver-Arapahoe Disposal Site (Landfill) (DADS) and City Memorandum 115A shall be applicable to disposal of diseased biomass. The contractor shall deliver all non-diseased biomass to a recycling facility.
3. The City will not reimburse for dump fees at any location, including DADS and recycling facilities. The contractor may not claim any disposal fees on invoices to the City.
4. The contractor will be held responsible for the cost of full clean-up of any chemical spills and the proper disposal of all containers, spill material, and clean-up material.
5. The contractor shall be allowed to recycle un-infested or non-infested wood and wood

debris material free of charge at the City-owned Urban Forest Residue Recycling Facility at 10200 E Smith Road during Parks Operation business hours or by appointment. The contractor must submit the number of trips to the Urban Forest Residue Recycling Facility and amount of debris deposited, in yards or tonnage, after each daily use.

Pruning:

1. All tree pruning and removal practices shall be in accordance with:
 - a) The most current edition of the International Society of Arboriculture's (ISA) Best Management Practices (BMPs) for pruning.
 - b) The most current revision of ANSI A300 (Part 1);
 - c) Current Parks and Recreation Trees and Tree Care Rules and Regulations as interpreted by the Office of the City Forester.
2. If tree pruning or removal practices are not in accordance with ISA, ANSI A300 (Part 1), or the Parks and Recreation Trees and Tree Care Rules and Regulations, the City Forester and/or their authorized representative may cancel the work, in whole or in part, and reassign the work to another contractor. Natural pruning systems performed on elms shall be "cleaning", "clearance," "risk mitigation" and possibly "structural."
3. All tree pruning of American elms and trees in *Rosaceae* family (fruit trees) shall be performed while trees are dormant. Dormancy is the period after leaf drop in the fall and prior to bud swell in the spring.
4. The pruning work performed on non-elm deciduous shall be "cleaning", "clearance" and "structural," including the removal of all diseased, dead wood, crossing/interfering live branches, and raising the crown over the street and sidewalks in a manner that satisfies the Rules and Regulations for Protection of Trees Upon Public Rights-of-Way and Other Public Places adopted by the Manager of Parks and Recreation under Section 57-19, Denver Revised Municipal Code.
5. The pruning work performed on all ornamentals shall be "cleaning", "clearance" and "structural," including the removal of all diseased, dead wood, crossing/interfering live branches, and raising the crown over the street and sidewalks in a manner that satisfies the Rules and Regulations for Protection of Trees Upon Public Rights-of-Way and Other Public Places adopted by the Manager of Parks and Recreation under Section 57-19, Denver Revised Municipal Code.
6. At no time shall more than 25% (twenty-five percent) of the entire crown be removed without prior permission of the City Forester and/or their authorized representative.
7. A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb without cutting into the branch collar, branch bark ridge or leaving a stub. Flush cuts are prohibited. Prune previously existing stubs.
8. Prune to provide clearance for regulatory signs, traffic signals, traffic vision, and pedestrian/streetlights as directed by the City Forester and/or their authorized representative. Remove no more living material than what is necessary to achieve this objective.
9. No tree shall be cut back in such a manner that its health or eventual safety will be impaired, except in the process of tree removal or emergency relief of an immediate danger to persons or property. Any such emergency procedures must be reported

- promptly to the City Forester and/or their authorized representative with plans for completion or follow-up work submitted for approval. Communicate to City Forester if any limbs over 8 (eight) inch diameter need to be removed. Live or dead.
10. When pruning to a lateral, the remaining lateral branch shall be large enough to assume the terminal role, at least 1/3 (one-third) the size. Such cuts shall be considered proper only when remaining limb is vigorous enough to maintain adequate foliage to produce woody growth capable of sealing the affected pruning cut within a reasonable time frame as defined by the City Forester and/or their authorized representative.
 11. Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants.
 12. Branch removal shall be made by using the three-cut method to reduce the likelihood of tearing the stem bark.
 13. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited and shall result in termination of the contract and revocation of any applicable licensure.
 14. Workers should be aware of regulations, and modify work procedures as appropriate to avoid disturbing, injuring, or killing protected wildlife.

Tree Removal with Stump Removal:

1. Trees and stumps scheduled for removal will be marked.
2. The contractor shall remove trees in such a manner as to cause no damage or injury to people, property, animals, or other living plants.
3. The contractor shall remove all trees on the public right-of-way, in parks, and/or on other City-owned property (other than Mountain Parks properties) designated for removal in such a manner that all parts of the remaining stumps will be at least 12” (twelve inches) below the surrounding ground level unless otherwise provided in writing by the City Forester and/or their authorized representative. Exposed structural roots extending from the base of all stumps shall be removed with the stump.
4. The contractor shall be responsible for locating any utilities prior to any excavation.
5. The contractor shall remove exposed or visible surface roots extending from the base of all stumps.
6. Additional stump removal requirements can be found below.

Stump Removal or Grinding:

1. The contractor must adhere to all Federal, State, and Local laws, rules, and procedures should any excavation activity location known or unknown, be suspected of asbestos or other contamination. See Denver Public Health & Environment, Environmental Quality Division “Regulated Asbestos Contaminated Soil Standard Operating Procedure.”
2. As it pertains to stump removal or grinding, the contractor shall comply with the State Regulations Pertaining to Solid Waste Sites and Facilities (6 CCR 1007-2, Part 1), Section 5.5 Management of Regulated Asbestos-Contaminated Soil (RACS) any time the contractor generates any construction debris from soil disturbing activities. Once construction debris is visually noted, it must be evaluated by a Certified Asbestos Building Inspector per the State Regulation for Compliance to the Protocols. Contact

Steve Gonzales, Denver Environmental Health (720-865-5447) for clarification regarding this City requirement.

3. Any fill material or soils to be moved to and placed on City owned property or moved to and placed on real property to be transferred to the City must be free of known contamination (observed and documented or previously documented) and acceptable for unrestricted residential use. Contact Dave Erickson, Denver Environmental Health (720-865-5433) for clarification regarding this City requirement.
4. The contractor shall be responsible for locating all utilities prior to any excavation.
5. The contractor shall remove all wood debris from the stump grinding process from the stump hole and promptly fill in, up to the surrounding soil grade, excavation, divots, and/or ruts resulting from tree or stump removal with clean earth fill. The fill must be free of excessive debris and compacted to minimize settling. All fill material is subject to acceptance by the City Forester and/or their authorized representative.

Miscellaneous Services:

The City may request quotes for specific work projects not covered under the technical specifications attached. Examples when miscellaneous proposals may be requested include, but are not limited to:

1. Tree work for groups of parks or a usually large quantity of trees.
2. Removal of trees that have previously been topped / large portion of canopy removed.
3. Clearance pruning work (pruning to increase visibility of site triangle, pruning to eliminate obstruction of public right-of-way such as a sidewalk, stop sign, traffic signal light, or alley, etc.)
4. Minor pruning work (specific direction on pruning, or removal of one or two branches on a tree or near a utility such as a streetlight (not an energized wire to a streetlight)).
5. Removal of stumps with extra-large / unusual root flares or surface roots that create extreme challenges due to size, length, and / or site restrictions.
6. Pesticide, fertilizer, or tree growth regulator application as directed by the City Forester representative.
7. Soil excavation using hydrovac and / or pneumatic excavation technique for discovery of the tree root flare or roots in a specific location.
8. Soil Remediation, including but not limited to, pneumatic soil excavation, radial trenching, integration of compost, and/or soil replacement.
9. Inspection of decay or cavities.
10. Services for other City agencies.

A.1.b SPECIFICATIONS FOR PUBLIC RIGHT-OF-WAYS, PUBLIC SPACES AND PRIVATE PROPERTY

The below specifications are in addition to those already stated above:

General:

1. The pruning work performed on various trees shall be “cleaning”, “clearance” and “structural,” including the removal of all diseased, dead wood, crossing / interfering live branches, and raising the crown over the street and sidewalks in a manner that satisfies Section 57-23, Denver Revised Municipal Code and the Department of Transportation and Infrastructure Rules & Regulations Governing Encroachments & Encumbrances in the Public Right-of-Way.
2. Removal percentage of foliage or live tissue shall be adjusted for the tree’s age, species, and site conditions. The contractor shall only remove the minimum amount of live tissue necessary to accomplish the assigned task.
3. No tree shall be cut back in such a manner that its health or eventual safety will be impaired, except in the process of tree removal or emergency relief of an immediate danger to persons or property. Any such emergency procedures must be reported promptly to the City Forester representative with plans for completion or follow-up work submitted for approval.
4. Pruning work will provide clearance for regulatory signs, traffic signals, traffic vision, and pedestrian / traffic lights as directed by the City Forester representative. The contractor shall remove no more living material than what is necessary to achieve this objective.
5. Limbs equal to or greater than 3 inches (3”) shall be removed by using the three-cut method.
6. With the exception of Structural Tree Pruning;
 - a. Crown cleaning shall consist of pruning dead wood, and all interfering and rubbing branches equal to or greater than two inches (2”) in diameter.
 - b. Hazard reduction pruning shall consist of pruning all broken, hanging, and/ or poorly attached limbs equal to or greater than two inches (2”) in diameter.
 - c. Obvious hazardous live limb pruning shall consist of pruning limbs equal to or greater than two inches (2”) in diameter.
7. The standard completion date will be twenty-one (21) calendar days from the Task Notice issuance date, with a faster completion time of seven (7) calendar days for infected/infested trees. Emergency work shall be completed the same day with exceptions as noted in Emergency Tree Services on Public Right-of-Way in Attachment 1.

See Attachment 1 for Technical Specifications required for each service group.

Attachment 1

Group 6: Public Right-of-Ways, Public Spaces and Private Property

These specifications relate to the following pricing items:

Group C: Structural Tree Pruning of Young Trees on Public Right-of-Ways and Public Property for trees less than 6”

Group C: – Structural Tree Pruning on Public Right-of-Ways and Public Property for trees 6”–12”

1. Objective for structural pruning includes some or a combination of the following: removal or pruning of live tissue to support or influence natural growth of trees in terms of orientation, spacing, growth rate, strength of attachment, and size of branches and stems. Pruning may need to occur over multiple growing seasons. Remove no more living material than what is necessary to meet the objective for the size and species of tree.
2. Trees under six (6) inches shall be hand-pruned only, and nonmechanized tools shall be used. Acceptable nonmechanized tools include but are not limited to hand bypass pruners, hand saws designed specifically for tree work, pole pruner, or pole saw with blade designed specifically for tree work. For trees over six (6) inches, use of mechanized tools shall be allowed with prior authorization from the City Forester representative.
3. As the Office of the City Forester performs Level 1 ground level tree evaluations, there may be times when the Office of the City Forester relies on the contractor, or the contractor finds a need to perform more work than assigned to remediate a safety issue due to tree's health and/or structure. In these cases, the contractor shall contact the City Forester representative at the time the issue(s) are discovered for instruction on how to proceed. These issues may include, but are not limited to:
 - a) Task Notice sent for prune work and the contractor finds tree has less living tissue than can sufficiently support long-term health of the tree.
 - b) The contractor finds a structural issue that may necessitate the removal of live tissue more than stated BMPs and industry standard recommendations.
 - c) The contractor finds the health and/or condition necessitates the removal of tree(s).
4. The contractor shall notify the City Forester representative upon discovery of biotic or abiotic damage to or in trees that could compromise the long-term health, survival, or structural integrity of trees being pruned when not removing the portion of tree containing said maladies. The contractor shall notify the City Forester representative upon discovery of trees with extensive internal decay that could compromise the long-term structural integrity of trees being pruned when not removing the portion of tree containing said cavity(ies) or decay.
5. Adjustments to adjacent property shall be the responsibility of the contractor to ensure items are replaced in the condition as found (e.g., fences, furniture, planters, etc.) The

contractor shall not charge the City or property owner for this type of work. It is advisable of the contractor to take digital pictures of work zone if prior damage exists to provide protection from property damage claims. Photos shall be sent to forestrytasknotice@denvergov.org prior to work commencing. In the subject line of the email, include the Task Notice number if known, address of work, and words “prior site damage”.

6. The following examples are typical of work to be performed on each tree contracted:
 - a) Remove only the minimum live foliage to accomplish the task. Removal percentage of foliage or live tissue shall be adjusted for the tree’s age, species, and site conditions.
 - b) Identify central leader and subordinate, suppress, and/or remove co-dominant or competing branches and/or stems.
 - c) Suppress growth of temporary branches on the trunk that will be removed at a future pruning.
 - d) Prune to improve tree architecture, appropriate branch size, suppression of competing laterals, spacing, diameter and aspect ratio.
 - e) Prune interfering and rubbing branches.
 - f) Remove multiple branch attachments or branches attached at the same or nearly same point on central stem to obtain correct spacing and architecture for species.
 - g) Prune broken, hanging, and poorly attached limbs.
 - h) Prune existing stubs that have not compartmentalized.
 - i) Directional prune of branches and stems to guide or discourage growth from obstructing signs, structures, lights, and to meet clearance codes.
 - j) Prune to provide clearance for streets, sidewalks, regulatory signs, traffic signals, traffic vision, and pedestrian / streetlights as directed by the City Forester representative.
 - k) Remove sucker and water sprout growth.
 - l) Chip wood debris from structural pruning into wood mulch.

1.

DEFECTIVE TREE ITEMS:

There may be times during the course of contracted work when the contractor discovers a safety issue(s) that jeopardizes the public’s safety and well-being and needs to perform more work than assigned to remediate said issue(s) due to tree’s health and/or structure. In these cases, the contractor shall contact the Office of the City Forester at the time the issue(s) are discovered for instruction on how to proceed. These issues may include, but are not limited to:

- a. Tree pruning and the contractor finds tree has less living tissue than can sufficiently support long-term health of the tree.
- b. The contractor finds a structural issue(s) that necessitates the removal of limb equal to or larger than four inches (4”).
- c. The contractor finds structural issue(s) that necessitates the removal of tree(s).

Exhibit B
Rate Sheet

The following applies to GROUP 6:

Trees will be classified by size with larger and smaller trees having a standard price differential applied by the percentages listed below:

- a) Trees with a DBH less than 12 inches will have a reduced-price rate of the Standard Rate -30%
- b) Trees with a DBH between 12-25 inches will be the Standard Rate submitted
- c) Trees with a DBH between 25-35 inches will have an increased price rate of the Standard Rate +30%
- d) Trees with a DBH over 35 inches will have an increased price rate of the Standard Rate +40%

GROUP 6: Public Right-of-Ways, Public Spaces and Private Property	
Group C: Structural Tree Pruning of Young Trees on Public Right-of-Ways and Public Property	
Item	Price Per Tree
Trees less than 6" DBH (Flat rate per tree)	\$ <u>50</u>
	Price per Inch at DBH
Trees 6" to less than 12" DBH	\$ <u>150</u>



EXHIBIT C CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2024

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

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

PRODUCER The Buckner Company of Colorado 6400 S. Fiddlers Green Circle, Suite 950 Greenwood Village CO 80111	CONTACT NAME: Select Business Team PHONE (A/C, No, Ext): 801-937-6700 FAX (A/C, No): 801-937-6710 E-MAIL ADDRESS: select@buckner.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Secura Insurance Companies NAIC # 22543	
INSURER B: Pinnacol Assurance NAIC # 41190	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 460442335 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP3250317	3/23/2024	3/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Professional Liab \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3259237	3/23/2024	3/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4200390	4/1/2024	4/1/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Scheduled Equipment			CP3250317	3/23/2024	3/23/2025	Limit Deductible *See Below* \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City and County of Denver, its elected and appointed officials, employees and volunteers are additional insured for commercial general liability and auto liability coverage.

CERTIFICATE HOLDER

CANCELLATION

The City and County of Denver 201 West Colfax Ave, Dept 601 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Exhibit D



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

FROM: OHR Compensation and Classification

DATE: June 21, 2023

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. 170
Publication Date: June 21, 2023
(12 pages)

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

Attachments as listed above.

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

APPLIANCE MECHANIC**Effective Date:** 06-21-23

Last Revision: 05-19-22

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Appliance Mechanic	\$24.44	\$7.62

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

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

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

BUILDING ENGINEER**Effective Date:** 12-15-2022

Last Revision: 09-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$33.36	\$8.65

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

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 12-15-22
Last Revision: 11-18-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$26.52	\$7.86
Machinery Maintenance Mechanic	\$29.39	\$8.19
Controls System Technician	\$35.77	\$8.93

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

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

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

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Controls System Technician

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

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

CUSTODIANS**Effective Date: 02-21-23**Last Revision: **02-24-22**

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$20.28	\$8.00 (Single) \$8.82 (Plus One) \$10.43 (Family)
Custodian II	\$20.63	\$8.06 (Single) \$8.88 (Plus One) \$10.49 (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 (\$0.32) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7 ½) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS

Effective Date: 06-21-23
Last Revision: 03-17-22

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$18.38	\$6.92
Electrician	\$29.02	\$8.15
Mechanic	\$29.18	\$8.17
Pipefitter	\$30.93	\$8.37
Rig/Drill Operator	\$24.71	\$7.65
Truck Driver	\$25.53	\$7.75

Heavy Equipment Mechanic (Mechanic)

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

Pipefitter

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

Well Driller (Rig/Drill Operator)

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

Laborer (Derrick Hand/Roustabout)

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

Truckdriver

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

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon [Building Wage Determination](#).

FINISHER & JOURNEYMAN

TILE, MARBLE, AND TERRAZZO

Effective Date: 05-19-22
Last Revision: 05-20-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tile Finisher	\$24.13	\$8.91
Tile Setter	\$30.08	\$8.91

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: 7-21-2022
Last Revision: 08-19-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$21.14	\$7.24

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

FUEL HANDLER SERIES**Effective Date:** 10-20-22

Last Revision: 10-21-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fuel Facility Operator	\$23.41	\$7.50
Lead Fuel Facility Operator	\$24.48	\$7.62
Fuel Distribution System Mechanic	\$30.74	\$8.35
Lead Fuel Distribution System Mechanic	\$32.14	\$8.51

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

Fuel Facility Operator

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

Lead Fuel Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

Fuel Distribution System Mechanic

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

Lead Fuel Distribution System Mechanic

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

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 10-20-22

Last Revision: 09-16-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$18.38	\$6.92
Furniture Driver/Packer	\$19.16	\$7.01
Lead Furniture Mover	\$20.03	\$7.11

GLYCOL FACILITY**Effective Date:** 02-21-23

Last Revision: 03-17-22

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$29.12	\$8.16
Maintenance Mechanic	\$29.33	\$8.18
Glycol Plant Specialist	\$18.36	\$6.92

De-icing Facility Operator

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

Maintenance Mechanic

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

Glycol Plant Specialist/Material Handling Laborer

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

PARKING ELECTRONICS TECHNICIAN**Effective Date: 10-20-22**

Last Revision: 09-16-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$26.84	\$7.90

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

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

PEST CONTROLLER**Effective Date: 7-21-2022**

Last Revision: 08-19-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Pest Controller	\$22.45	\$7.39

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

QUALITY CONTROL & ASSURANCE TECHNICIAN**Effective Date: 03-18-21**

Last Revision: 04-16-20

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

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

*OHR reviewed data in June of 2023 and rate is not increasing so no changes will be made.

SIGN ERECTOR**Effective Date: 02-21-23**

Last Revision: 03-15-18

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

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

*OHR pulled the wages in December of 2022 and data has remained the same so there is no recommendation to change the base wage or fringes.

TREE TRIMMERS**Effective Date: 12-15-22**

Last Revision: 11-18-21

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$23.57	\$7.52

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

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

WINDOW CLEANER**Effective Date: 12-17-20**

Last Revision: 05-21-20

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

Benefits/Overtime

Parking	The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. Note: All wage increases become effective on the first day of the first full pay period following the above dates.
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.

Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.75 per hour above highest paid employee under supervision
High Work	\$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

Note: The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."