

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 **BIOHABITATS, INC.**, a foreign (Maryland) corporation qualified to conduct business in Colorado, with an address of 2081 Clipper Rd., Baltimore, Maryland 21211 (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 the 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 (**“Work Order”**), 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. Work Order: As the Department determines the need and availability of funding for each Work Project, the City will issue a written Work Order 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 Work Orders as provided herein. Following receipt of the issued Work Order, 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 Work Order. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the Work Project Amount. Confirmation includes, but is not restricted to, inquiries with the Department as to any directions or specifications in the Work Order which are not clear. If the Contractor fails to contact the Department within seventy-two (72) hours following receipt of the issued Work Order 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 Work Order, the Department reserves the right to immediately withdraw the issued Work Order. Upon the Contractor confirming the Work Order, 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 Work Order or Work Project Amount requested by the Contractor. The Contractor shall promptly proceed to perform the assigned Work Project unless the Contractor rejects the Work Order in writing within seventy-two (72) hours of receiving the Department’s notice to proceed.

E. Work Order Change: If, after the Department notifies the Contractor to proceed to perform a Work Order and commencement on the Work Project, additions, deletions or modifications to the Work described in the Work Order, along with any associated changes in

the Work Project Amount, are required by the Department or are requested by the Contractor and approved in advance by the Department, an amended Work Order will be issued by the Department to the Contractor in accordance to the same standards and procedures prescribed for Work Order. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance to the same standards and procedures prescribed for Work Orders, and notify the Department that the Contractor is ready and willing to perform the Work Project in the manner and timeframes as modified by the amended Work Order. The Contractor shall promptly proceed to perform the assigned Work Project unless the Contractor rejects the amended Work Order 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 Work Order or an amended Work Order 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 Work Order or amended Work Order; 2) in inspecting the Work Project site(s); 3) in evaluating the Contractor's ability to initiate and complete the Work Project in the manner and within the timeframe specified in the Work Order or amended Work Order; 4) in confirming the Work Project Amount specified in the Work Order or any changes to the Work Project Amount under an amended Work Order; 5) in responding to the Department as required under this Agreement; 6) in initiating, making good progress, and completing the Work Project, all within the timeframes specified in the Work Order or amended Work Order; 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 Work Order or amended Work Order or to initiate, make good progress, or complete Work after receiving a notice to proceed from the Department within the timeframes specified in the Work Order or the amended Work Order may result, at the discretion of the Executive Director and with very short notice, in the withdrawal of the Work Order or amended Work Order. Flagrant or persistent problems with the Contractor performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 5.B. below or, for failure to perform or substantially perform an issued Work Order or amended Work Order within specified timeframes or in accordance with the Work Order or the amended Work Order, in the pursuit of remedies under sub-section 5.D. below. Except as approved by the Executive Director in advance and in writing, the Contractor shall not subcontract with another contractor to perform the Work or assign an issued Work Order or amended Work Order 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 Work Order. 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. All scraps, debris, trash, excess soil, 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. Damage to Property: The Contractor shall assume full responsibility and expense for damage to public and private property by or as a result of its Work, including but not limited to structures, street improvements, pathways, irrigation systems, landscaping, water lines, sewers, and other utilities, both above and below ground, or caused as a result of 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. 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 may, at the Executive Director's

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

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

3. TERM: The initial term of this Agreement shall commence upon execution and shall end four (4) years thereafter 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**”); provided, however, that any Work in progress that was initiated during the term of this Agreement shall continue and be paid for hereunder until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion. The term may be extended, at the sole option of the City by written amendment pursuant to Executive Order 8. In no event, however, shall the Contractor’s performance under this Agreement, including any

extension, exceed a five (5) year period ending on month and day of the execution of this Agreement. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term.

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that Work Orders or amended Work Orders with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to the Contractor. Issued Work Orders and amended Work Orders 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 Work Order or the amended Work Order has been performed and completed or partially completed, and any Deficiency Notice has been satisfied; 2) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of section 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 the costs of any repair or replacement of property as specified in sub-section 2.D. above. The Contractor may submit a written request to modify the **Exhibit B** rates from those listed for the first two (2) years of the term to those listed for the latter two (2) years of the term at the end of the second year. The request must be submitted in the fourth quarter of the second year, no later than November 1, 2027, in order to be eligible for consideration. The request shall be approved or disapproved by the Executive Director at the Executive Director's sole discretion, provided that any such approved increase shall not exceed five percent (5%) over the then-current prices, that any such increase is subject to the appropriation of funds in accordance with sub-section 4.C. below, and that the Work Project Amount(s) do not exceed the Maximum Contract Amount.

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 the Contractor beyond that specifically described or allowed under this Agreement or without a fully and properly executed amendment to this Agreement is performed at the Contractor's risk and without authorization under this Agreement.

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 Work Order or amended Work Order for which the

Contractor has not yet been compensated in accordance with this Agreement, the Work required under the Work Order or amended Work Order 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 Work Order or an amended Work Order, 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 Work Order or amended Work Order 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 Work Order or amended Work Order 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. Termination and other Remedies: 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: 1) cancellation of the Agreement; 2) actual damages or costs caused by the Breach of the Contractor; and 3) 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 Work Order or amended Work Order 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.

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

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. The 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, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract

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

B. Proof of Insurance: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The 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 the 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, Contractor's Pollution Liability, and Excess Liability/Umbrella (if required), the 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. Professional Liability (Errors & Omissions): The Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

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

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

9. DEFENSE & INDEMNIFICATION:

A. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Contract ("**Claims**"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of the Contractor or its subcontractors 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 claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if

the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's 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 the 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:

A. Environmental Requirements: 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.

B. Disposal of Non-Hazardous Waste at DADS: In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("**DADS**") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from

time to time, and includes construction debris, soil and asbestos. The Contractor shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

C. Prohibition on Use of CCA-Treated Wood Products: The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

D. Environmental Sustainability: The Contractor shall demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to its line of services including, but not limited to, construction waste recycling and energy efficiency. Contractor shall work to reduce landfill waste by recycling and/or salvaging recyclable materials. Where applicable, contractor shall procure and install fixtures and equipment that reduce energy use.

14. 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.

15. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or their 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 the 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.

16. 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: a) the Contractor shall remain responsible to the City; and b) no contractual relationship shall be created between the City and assignee or subcontractor.

17. 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.

18. 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..

19. 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.

20. 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.

21. 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.

22. NOTICES AND WORK ORDERS: 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. 904
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.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. [RESERVED]

28. PREVAILING WAGES:

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

benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit D** and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised: October 9, 2025.

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

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

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

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

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

29. 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..

30. PAYMENT BOND: Without limiting or waiving any other responsibilities or

obligations of the Contractor under this Agreement, the Contractor shall provide a payment bond(s), an irrevocable letter of credit, or other payment guarantees. A bond in the amount of **THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00)** shall be provided at the time of Contract execution substantially in the form specified in **Exhibit E**, which is attached hereto and incorporated herein by reference. In the event the dollar amount of Work authorized under all Work Orders exceeds this amount, the Contractor shall provide properly executed bond Change Riders, also in the form specified in Exhibit E, totaling the amount of all authorized Work Orders (the “**Surety**”). The form of letters of credit or other guarantees must be acceptable to the City Attorney. The Contractor shall deliver to the Executive Director, prior to the execution of the Agreement, a fully executed Surety which shall provide effective and sufficient financial assurance for the payment of bills for labor and materials for the Work, along with appropriate powers of attorney. The Surety must be issued from a surety corporation or bank authorized to do business in the State of Colorado and which is acceptable to the City. Such Surety shall be payable to the City upon demand for the Contractor’s failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the Work under this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another Surety acceptable to the City during the Term of the Agreement and during the Term of any Extension Amendment and for a ninety (90) day period after the expiration or termination of this Agreement or any Extension Amendment and any warranty period or other period prescribed by law. Satisfactory proof of renewal or acceptable replacement must be provided to the Executive Director at least sixty (60) days prior to the date of expiration or termination of the Surety. The Contractor’s obligations set out in this section shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination.

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: This Agreement consists of sections 1 through 39, which precede the signature page(s) (“**Contract Text**”), and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Statement of Work
Exhibit B	Billing Rates
Exhibit C	Insurance Certificate
Exhibit D	Prevailing Wage Rates
Exhibit E	Performance & Payment Bond

In the event of an irreconcilable conflict a) between a provision of the Contract Text and any of the listed exhibits or attachments or b) among provisions of any exhibits or attachments, such that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Contract Text
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

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 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-202683518-00
Contractor Name: Biohabitats, Inc.

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

SEAL **CITY AND COUNTY OF DENVER:**

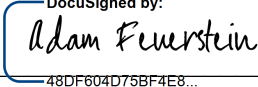
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

PARKS-202683518-00
Biohabitats, Inc.

By: 
48DF604D75BF4E8...

Name: Adam Feuerstein
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Scope/ Statement of Work

A. GENERAL DESCRIPTION:

The City and County of Denver Department of Parks and Recreation ("DPR") is seeking restoration, ecological and technical services on an on-call basis throughout the City.

B. ON-CALL WORK ISSUANCE:

Projects will be assigned to awarded contractors on an on-call as-needed basis via Work Orders. DPR strives to ensure an equitable distribution of both number of projects and total fee dollars between contractors within the on-call pool while preserving the City's best interests in pricing, timely project completion, and quality of service. DPR reserves the right to request quotes from multiple contractors, or from a single contractor based on the project size and complexity. In general, DPR anticipates assigning work to the on-call contractor who has sufficient funding capacity remaining on its contract, who can complete the work within the required schedule, and who submitted the lowest bid price for the type of work to be performed. When specialty services or unique experience that may only be available from a single contractor are required, DPR reserves the right to select the most appropriate contractor for the project. The selected on-call contractor will receive a Work Order specifying a scope of work and timing expectations for each individual project. Work Order pricing must match the rates set forth in the on-call contract. On-call contractors shall perform work in accordance with City rules and regulations.

C. DESCRIPTION OF SERVICES:

#	Service Category	Required Licenses & Permits**	% of Work
1	Landscape Transformation (not construction) Landscape transformation is the process of replacing bluegrass turf with native or climate adapted landscapes such as Colorado shortgrass prairie, wildflower meadows, or other landscape typologies typical of the Denver ecoregion. These services include such activities as transformation site planning, species identification, soil testing, plant selection, seed mix prescription, planting, seeding, turf removal, soil preparation, irrigation retrofitting or renovation, aeration, mowing, weed management, trash removal, erosion control, and monitoring. Landscape transformation services may be implemented based on planning and design documents created by others or may use a field fit approach in which the team creates the design plans, including planting, seed mixes and irrigation changes, and then also implements the plan adaptively. Landscape transformation activities may take place on any land owned or managed by the City and County of Denver. Common locations include riparian and upland sites. As part of these services, the contractor may be expected to prepare material management plans, storm water management plans, storm drainage plans, soil characterization management plans, and/or sampling plans as requested. **Additionally, the contractor may be requested to apply for State Construction Stormwater Discharge Permits; Construction Activities Stormwater	Pesticide Applicator License	60%

	Discharge Permits (CASDP); Erosion Control Permits (EC); Sewer Use and Drainage Permits (SUDP); and/or Floodplain Permits. A Colorado Licensed Professional Engineer may also be required. In order to bid on this scope item, proposer contractor teams must include staff appropriate to complete the permit documents and field work. Refer to Denver Parks & Recreation's standard specifications for additional requirements for tree retention and protection; irrigation systems; soil preparation; native seeding; landscape management and maintenance; and other sections that may be appropriate.		
2	Ecological Restoration (not construction) Ecological restoration is the process of assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed. Services include restoration site planning; species identification; soil testing; plant selection; volunteer planning and oversight; seed mix prescription; planting; seeding; soil preparation; irrigation renovation; mowing; weed management; trash removal; erosion control; and monitoring. Proposers must be able to correctly identify and effectively control any Watch List, List A, B, and C, noxious weed species and common invasive weed species: All List A noxious weeds are designated by the Commissioner of Agriculture for eradication. Prescribed management techniques must be applied to every population of the above-listed species. Prescribed management techniques are limited to the use of herbicides approved by the Commissioner, hand-pulling, digging, or other mechanical techniques. These do not include the use of any bio-control agents, or any herbicides, cultural techniques, or mechanical techniques that are not approved by the Commissioner or by the Manager of Open Space. List B noxious weeds management techniques that are approved by the Commissioner of Agriculture will be used. Approved techniques are dependent on the management requirements (elimination, containment, or suppression) for each species. The management plans are outlined in the Administration and Enforcement of the Colorado Noxious Weed Act (8 CCR 1206-2). Ecological restoration services may be implemented based on planning and design documents created by others or may use a field fit approach in which the team creates the restoration plan and then implements the plan adaptively. Ecological restoration may also include wildfire mitigation services appropriate for the urban grassland context. Services may include tree removal or tree pruning based on arboriculture best management practices to reduce wildfire risk adjacent to structures; shrub removal or thinning to remove ladder fuels; biomass removal techniques of grassland or prairie landscapes; and/or other maintenance activities to prioritize healthy landscape communities in urban open spaces. Implementation of management activities to achieve the desirable defensible space around buildings and structures as outlined by the Colorado State Forest Service. Development of wildfire mitigation plans may typically focus on Urban Open Space areas, but may also include some limited wildfire mitigation services in Mountain Parks.	Pesticide Applicator License	20%

	Ecological restoration activities may take place on any land owned or managed by the City and County of Denver. Common locations include wetlands, riparian, and upland sites. As part of these services, the contractor may be expected to prepare material management plans, storm water management plans, storm drainage plans, soil characterization management plans, and/or sampling plans as requested. **Additionally, the contractor may be requested to apply for State Construction Stormwater Discharge Permits; Construction Activities Stormwater Discharge Permits (CASDP); Erosion Control Permits (EC); Sewer Use and Drainage Permits (SUDP); and/or Floodplain Permits. A Colorado Licensed Professional Engineer may also be required. In order to bid on this scope item, proposer contractor teams must include staff appropriate to complete the permit documents and field work. Refer to Denver Parks & Recreation's standard specifications for additional requirements for tree retention and protection; irrigation systems; soil preparation; native seeding; landscape management and maintenance; and other sections that may be appropriate.		
3	Natural Resource Planning and Design (not construction) This area of expertise includes understanding the protection and stewardship of air, water, land, and other natural resources; the management of natural resources directly; and the mitigation of adverse impacts on these resources caused by human settlements and activities. Planning and design projects may include participation in multi-disciplinary planning teams or individual contributions and the development of natural resource management plans, landscape architectural design documents, and reports for specific sites. Proposers will be expected to prepare specific resource management prescriptions to address a variety of management issues, including vegetation, wildlife, restoration, trail use, erosion control, invasive species, forestry, landscape transformation, recreation, and natural areas management. Planning and design deliverables may include landscape architectural drawings (planting plans, irrigation plans, site plans, grading plans, etc.); specifications; planning documents; reports; GIS files; Storymaps; concept diagrams; and graphic plan and perspective renderings. This scope item may also include limited public engagement support, including logistics, hosting public meetings, translation and interpretation services, ADA document compliance, and facilitating and compiling community feedback on projects.		5%
4	Natural Resources Inventory, Assessment, and Monitoring (not construction) A natural resource assessment is a systematic approach for determining the potential environmental impacts of a proposed project. Assessments are developed to provide products such as reporting of species status; environmental conditions; recommendations for management; adaptive management approaches; conservation; possible mitigations; effectiveness of actions; and/or compliance with law. A natural resource inventory is an extensive point-in-time effort to determine location or condition of a resource, including the presence, class, distribution, and		6%

	status of plants, vegetation inventory, animals or wildlife, and abiotic components such as water, soils, geology and landforms. Wildlife inventory includes identification, mapping, and reporting on wildlife species, including threatened or endangered species. Vegetation identification and mapping includes the identification of native plant species as well as non-native plants including all Watch List species and all Colorado-designated noxious weeds that are classified as either List A, B, or C; collection of attribute information in a GIS format; vegetation assessment; percentage cover; and reporting on vegetation conditions. Information may be provided in a map format, GIS, or reports depending on the nature of the specific project. Natural resource monitoring provides site-specific information needed to understand and identify change in complex, variable, and imperfectly understood natural systems and to determine whether observed changes are within natural levels of variability or may be indicators of human influences.		
5	Wildlife Management (not construction) Wildlife Management includes identification, population control, trapping and capturing, mitigation, and reporting on wildlife species. This includes the legal trapping or control of nuisance wildlife species commonly found in the City and County of Denver. If traps are required, the contractor is required to provide all traps or equipment. The contractor must also abide by any additional State and Federal laws, rules, and regulations pertaining to wildlife management activities (i.e. Endangered Species Act, etc.). **As part of an approved wildlife inventory, the contractor must have the required permits and expertise to trap or capture Colorado wildlife, potentially including Preble's Meadow Jumping Mouse surveys. This task may include removal of associated debris or vegetation damaged by wildlife that poses a health or safety risk and/or application of regulated substances used to maintain wildlife habitat health.	Wildlife Scientific Collection Permit Pesticide Applicator License	1%
6	Aquatic Resource Management (not construction) This area of expertise includes the ability to conduct water quality testing and assessment. It also includes nutrient remediation/pollution abatement; algae and aquatic weed control; mechanical harvesting; and hydro-raking. The contractor shall have knowledge of aerator system installation and maintenance along with erosion control methods and bathometric surveying. The contractor shall have the ability to implement system-based solutions that address long and short-term issues while considering possible long-term ecological impacts. **The contractor will need the ability to develop and maintain permits through The City and County of Denver, the State of Colorado, and the Army Corps of Engineers as applicable.	Pesticide Applicator License	1%
7	Environmental Site Assessment (not construction) Phase I ESA: The contractor shall detail the resources to be used to identify prior use(s). At a minimum, these efforts shall include review and evaluation of aerial photographs, Sanborn Fire Insurance Maps, topographic maps, and reverse city directories. Depending on the location and size of the site, DPR may request review of historical information at intervals more frequent than the typical 5-year		1%

	interval to ensure proper coverage of important environmental events at the site. At a minimum, historical information shall identify periods with evidence of site activity, site development, or a change in use as available. Copies of documents used to identify historical use shall be obtained and included in final reports. Additionally, the contractor shall obtain copyright releases in the name of the City from the providers of historical aerial photographs. The contractor shall also provide digital images of the aerial photographs upon request. Phase II ESA: The contractor shall provide an experienced and qualified team to perform surface and subsurface investigations to assess the environmental condition of properties. The consultant may be required to investigate and/or remediate City-owned or managed sites contaminated by material regulated under the Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); and/or other regulations. Phase II ESA investigation work may include, without limitation: • planning and performing site investigations; • characterizing contaminated sites; • performing asbestos containing material surveys; • conducting complex data evaluations, analytical and numerical fate and transport modeling, hydrogeologic studies, and risk assessments; • preparing material management and other work plans, reports, and similar documents; • evaluating remediation options, interfacing with regulatory agencies; and • serving as an expert witness in litigation and preparation thereof. Phase II ESA site investigations may include: • sampling of surface and subsurface soil and rock by hand auguring, direct push, hollow stem auger drilling, or other drilling methods; • installing, surveying, and sampling of groundwater monitoring wells; • sampling of surface waters; • evaluating vapor intrusion and indoor air quality issues consistent with ASTM, EPA, & CDPHE guidance, and sampling of vapors or explosive gases. Reports must meet formatting and other requirements as specified by regulatory agencies and the Parks Program Manager.		
8	Remediation and Oversight of Environmental Assessment Findings (not construction) As part of remedial actions, the contractor will be expected to prepare material management plans; storm water management plans; storm drainage plans; soil characterization management plans; and sampling plans as requested. **Additionally, the contractor may be requested to apply for construction storm water discharge permits and to monitor sites for compliance with regulations pertaining to idling vehicles, fugitive dust, refrigerants, and noise. Installation of remediation systems must be performed in accordance with approved plans and under the supervision of a professional engineer who is licensed in the State of Colorado. If a remediation process (such as a dig and haul) is appropriate instead of an engineered system, the work must be done	Certified Asbestos Building Inspector (CABI)	1%

	under the supervision of an appropriate environmental professional. Each remediation project will require confirmatory air, surface water, soil, and/or groundwater sampling to establish correctness of the remediation design or process as well as performance of the design or process. The contractor shall ensure that all waste material generated during remediation and monitoring is properly stored, characterized, transported, and either or both disposed or treated. The contractor must demonstrate experience overseeing all aspects of projects involving regulated asbestos contaminated soil (RACS) disturbance conducted under Colorado Department of Public Health and Environment (CDPHE) Section 5.5 (Management of Regulated Asbestos Contaminated Soil (RACS).		
9	Limited Project Management for Landscape Establishment (not construction) The contractor must be able to demonstrate sufficient expertise to enable it to act as a limited Project Manager to oversee establishment of landscape transformation projects within the DPR system on behalf of the City and County of Denver in an efficient, timely, professional, and financially responsible manner. The contractor will be expected to assist DPR staff with project specific work plan development, technical guidance, field inspections and monitoring, site documentation, and reporting. Additionally, the contractor may be requested to assist with facilitating team communications between DPR staff, project stakeholders, and other contractors performing the work to enforce park standards. Refer to Denver Parks & Recreation's standard specifications for additional requirements for tree retention and protection; irrigation systems; soil preparation; native seeding; landscape management and maintenance; and other sections that may be appropriate. DPR is always looking to provide on-the-job training in the green industries where appropriate. As part of this scope item, the contractor may choose to partner with green workforce development programs, youth corps, or volunteers on project planning, implementation, and oversight.		5%

D. TECHNICAL SPECIFICATIONS:

Work performed shall be governed by the applicable provisions of the following technical specifications:

- CCD - Standard Specifications for Construction, General Contract Conditions (2011)** as applicable:
<https://www.denvergov.org/files/assets/public/v/2/contract-administration/documents/contractor-resources/2011-denver-general-contract-conditions.pdf>
- Denver Parks and Recreation Standards and Specifications:**
<https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Parks-Recreation/Planning-Design-Construction-Community-Engagement/Construction-Design-Resources>

EXHIBIT B

Key Personnel

Proposer may modify this form as needed to accurately reflect the services being offered.

Provide a completed form for the prime contractor and additional forms for each subcontractor.

CONTRACTOR NAME: Biohabitats

PERSONNEL CLASSIFICATION	RESPONSIBILITIES
Senior Project Principal	Works with the project manager to meet project goals and objectives.
Project Principal	Works with the project manager to meet project goals and objectives.
Senior Project Manager	Leads project delivery on complex projects with clients, multi-year contracts, and on-call contracts.
Project Manager	Leads project delivery, oversees the execution of services, resource allocation, scheduling and billing.
Senior Technical / Design Professional	Delivers the project under the guidance of the Project Manager. Multi-disciplinary and collaborative teams.
Professional Writer	Supports special project tasks and reports as required for deliverables.
GIS / CADD Professional	Delivers GIS / CADD needs under the guidance of the Project Manager through collaborative teams.
Mid Technical / Design Professional	Delivers the project under the guidance of the Project Manager. Multi-disciplinary and collaborative teams.
Technical / Design Professional	Delivers the project under the guidance of the Project Manager. Multi-disciplinary and collaborative teams.
Junior GIS / CADD Professional	Supports GIS / CADD needs under the guidance of senior team member or Project Manager.
Graphic Designer	Supports special project tasks and reports as required for deliverables.
Junior Technical / Design Professional	Supports the project under the guidance of the Project Manager. Multi-disciplinary and collaborative teams.
Administrative Assistant	Supports technical staff with clerical tasks, vendor tracking, document preparation, etc..
Intern	Supports the project under the guidance of the Project Manager and other team members.

Key Personnel

Proposer may modify this form as needed to accurately reflect the services being offered.

Provide a completed form for the prime contractor and additional forms for each subcontractor.

CONTRACTOR NAME: Dig Studio

PERSONNEL CLASSIFICATION	RESPONSIBILITIES
Principal Landscape Architect (Principal P2)	Category 1: Landscape Transformation including redesigning bluegrass turf areas into native or climate-adapted landscapes, like prairies or wildflower meadows. Tasks include site planning, plant and seed selection, soil preparation, irrigation updates, and designing for long-term ecological health. Projects may follow existing plans or be developed and implemented adaptively in the field, with consideration for stormwater, soil, and permit requirements. Category 3: Natural Resource Planning and Design including planning and designing strategies to protect and manage natural resources, including vegetation, wildlife, water, and soils. Tasks include developing resource management plans, landscape design documents, and reports, with solutions for restoration, erosion control, invasive species management, and recreation. Deliverables may include site plans, planting and irrigation plans, grading, renderings, GIS files, and concept diagrams. Projects may involve limited public engagement and coordination with multi-disciplinary teams.
Landscape Architect Project Manager (Designer V)	Landscape Transformation including redesigning bluegrass turf areas into native or climate-adapted landscapes, like prairies or wildflower meadows. Tasks include site planning, plant and seed selection, soil preparation, irrigation updates, and designing for long-term ecological health. Projects may follow existing plans or be developed and implemented adaptively in the field, with consideration for stormwater, soil, and permit requirements. Category 3: Natural Resource Planning and Design including planning and designing strategies to protect and manage natural resources, including vegetation, wildlife, water, and soils. Tasks include developing resource management plans, landscape design documents, and reports, with solutions for restoration, erosion control, invasive species management, and recreation. Deliverables may include site plans, planting and irrigation plans, grading, renderings, GIS files, and concept diagrams. Projects may involve limited public engagement and coordination with multi-disciplinary teams.
Landscape Architect Project Manager (Designer IV)	Landscape Transformation including redesigning bluegrass turf areas into native or climate-adapted landscapes, like prairies or wildflower meadows. Tasks include site planning, plant and seed selection, soil preparation, irrigation updates, and designing for long-term ecological health. Projects may follow existing plans or be developed and implemented adaptively in the field, with consideration for stormwater, soil, and permit requirements. Category 3: Natural Resource Planning and Design including planning and designing strategies to protect and manage natural resources, including vegetation, wildlife, water, and soils. Tasks include developing resource management plans, landscape design documents, and reports, with solutions for restoration, erosion control, invasive species management, and recreation. Deliverables may include site plans, planting and irrigation plans, grading, renderings, GIS files, and concept diagrams. Projects may involve limited public engagement and coordination with multi-disciplinary teams.

Key Personnel

Proposer may modify this form as needed to accurately reflect the services being offered.

Provide a completed form for the prime contractor and additional forms for each subcontractor.

CONTRACTOR NAME: Western States Reclamation

PERSONNEL CLASSIFICATION	RESPONSIBILITIES
Joe Schneider Project Executive	Provides executive oversight for all task orders; leads contracting and rate negotiations, approves staffing and QA/QC plans, and ensures compliance with DPR scope, schedule, budget, and safety requirements across disciplines.
Rob Barros Project Manager	Day-to-day lead and primary contact; manages task-order scheduling, budgets, submittals, and reporting; coordinates permits and subs, drives QA/QC and risk/change management to keep delivery on time and within scope.
Justin Widhalm Superintendent	Oversees field crews and subs; implements work plans for demolition, concrete/flatwork, irrigation, native seeding/planting, and erosion-control BMPs; enforces site safety/SWPPP, verifies quantities, and supports inspections and as-builts.
Nora Forrestal Vegetation Management Lead (CDA QS)	Develops and leads the IPM plan; plans and supervises herbicide applications (List A/B/C and, if assigned, aquatic) under CDA QS; trains/oversees applicators, ensures label/SDS and public-safety compliance, tracks acres treated, prepares reports, and coordinates timing/access and restoration follow-up with DPR.
Mike Kompinski Irrigation Technician	Leads irrigation audits, troubleshooting, and retrofits; programs controllers and sets water budgets for establishment; performs repairs to mainline/laterals/valves/heads with pressure and coverage checks, handles start-up/winterization, documents as-builts, and coordinates watering windows with DPR and field crews.

Key Personnel

Proposer may modify this form as needed to accurately reflect the services being offered.
Provide a completed form for the prime contractor and additional forms for each subcontractor.

CONTRACTOR NAME: Pinyon Environmental, Inc.

PERSONNEL CLASSIFICATION	RESPONSIBILITIES
Project Lead (Brian Partington)	Contract management, quality assurance, technical oversight, client liaison, resource allocation, schedule coordination, regulatory compliance, deliverable review
Environmental Scientist (Rachel Hernandez)	Materials management plans, RACS oversight, regulatory compliance, confirmatory sampling, waste characterization, construction oversight, permit applications, remediation supervision
Environmental Engineer (Tim Grenier)	Phase I ESAs, Phase II ESAs, historical research, site reconnaissance, regulatory database reviews, RECs identification, subsurface investigations, technical oversight
Stormwater Specialist (Tom Habberfield)	SWMP development, CASDP applications, erosion control permits, SUDP coordination, floodplain permits, stormwater compliance, field inspections, regulatory coordination
Biologist - Aquatic Resource Specialist (Jeff Henderson)	Water quality testing, aquatic vegetation management, nutrient remediation, algae control, erosion control methods, permit coordination, ecological impact assessment, system-based solutions

Schedule of Billing Rates

Proposer may modify this form as needed to accurately reflect the services being offered.
Provide a completed form for the prime contractor and additional forms for each subcontractor.
*Proposed rate increase for the second two (2) years of the term cannot exceed **five percent (5%)** over the initial rates. Approval of listed increase shall be at the City’s sole discretion.
Mark-ups on materials cannot exceed **ten percent (10%)** over item costs.*

CONTRACTOR NAME: Biohabitats, Inc._____

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR YEAR 1 & 2	BILLING RATE PER HOUR YEAR 3 & 4
Senior Project Principal	\$290.00	\$304.50
Project Principal	\$250.00	\$262.50
Senior Project Manager	\$230.00	\$241.50
Project Manager	\$210.00	\$220.50
Senior Technical / Design Professional	\$180.00	\$189.00
Professional Writer	\$180.00	\$189.00
GIS / CADD Professional	\$165.00	\$173.25
Mid Technical / Design Professional	\$160.00	\$168.00
Technical / Design Professional	\$150.00	\$157.5
Junior GIS / CADD Professional	\$135.00	\$141.75
Graphic Designer	\$135.00	\$141.75
Junior Technical / Design Professional	\$125.00	\$131.25

TASK	BILLING RATE PER HOUR YEAR 1 & 2	BILLING RATE PER HOUR YEAR 3 & 4
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Schedule of Billing Rates

Proposer may modify this form as needed to accurately reflect the services being offered.
Provide a completed form for the prime contractor and additional forms for each subcontractor.
*Proposed rate increase for the second two (2) years of the term cannot exceed **five percent (5%)** over the initial rates. Approval of listed increase shall be at the City's sole discretion.
Mark-ups on materials cannot exceed **ten percent (10%)** over item costs.*

CONTRACTOR NAME: Biohabitats, Inc._____

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR YEAR 1 & 2	BILLING RATE PER HOUR YEAR 3 & 4
Administrative Assistant	\$115.00	\$120.75
Intern	\$80.00	\$84.00

TASK	BILLING RATE PER HOUR YEAR 1 & 2	BILLING RATE PER HOUR YEAR 3 & 4
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Schedule of Billing Rates

Proposer may modify this form as needed to accurately reflect the services being offered.
Provide a completed form for the prime contractor and additional forms for each subcontractor.
*Proposed rate increase for the second two (2) years of the term cannot exceed **five percent (5%)** over the initial rates. Approval of listed increase shall be at the City’s sole discretion.
Mark-ups on materials cannot exceed **ten percent (10%)** over item costs.*

CONTRACTOR NAME: Dig Studio _____

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR YEAR 1 & 2	BILLING RATE PER HOUR YEAR 3 & 4
Principal P3	\$245	\$255
Principal P2	\$224	\$235
Principal P1	\$200	\$210
Designer VI	\$173	\$185
Designer V	\$154	\$170
Designer IV	\$145	\$155
Designer III	\$134	\$140
Designer II	\$124	\$132
Designer I	\$119	\$127
Administration	\$145	\$155

Schedule of Billing Rates

Proposer may modify this form as needed to accurately reflect the services being offered.
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*Proposed rate increase for the second two (2) years of the term cannot exceed **five percent (5%)** over the initial rates. Approval of listed increase shall be at the City's sole discretion.
Mark-ups on materials cannot exceed **ten percent (10%)** over item costs.*

CONTRACTOR NAME: Western States Reclamation

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR YEAR 1 & 2	BILLING RATE PER HOUR YEAR 3 & 4
Project Executive	\$132.00	\$138.50
Project Manager	\$121.00	\$127.00
Superintendent	\$110.00	\$115.50
Foreman/Lead	\$78.50	\$82.00
Equipment Operator (CDL)	\$78.50	\$82.00
Field Technician / Applicator	\$61.00	\$64.00
CDL	\$61.00	\$64.00
Admin / Project Coordinator	\$61.00	\$64.00
Skilled Laborer	\$55.00	\$57.75

TASK	BILLING RATE PER HOUR YEAR 1 & 2	BILLING RATE PER HOUR YEAR 3 & 4
Herbicide Spot Spraying (3 field tech, 1 superintendent, 1 pickup, 4 small tools)(no material)	\$387.00	\$406.00
Mechanical Weed Control (3 skilled laborer, 1 superintendent, 1 pickup, 3 small tools),1 mower)(no material)	\$450.25	\$472.75
Soil Prep (1 skilled laborer, 1 equipment operator, 1 skidsteer w/attachment, .5 pickup)(no material)	\$254.50	\$267.25
Seeding (2 skilled laborer, 1 equipment operator, 1 skidsteer w/attachment,.5 pickup)(no material)	\$309.50	\$325.00
Mulching (2 skilled laborer, 1 equipment operator, 1 CDL, 1 Semi and Hydro,.5 pickup)(no material)	\$482.00	\$506.00
Erosion Blanket (4 skilled laborer, 1 supervisor, .5 skidsteer w/attachment,.5 pickup)(no material)	\$375.25	\$394.00

EQUIPMENT TYPE	BILLING RATE PER HOUR YEAR 1 & 2	BILLING RATE PER HOUR YEAR 3 & 4
Hydroseeder	\$200.00	\$210.00
Tractor + drill seeder	\$105.00	\$110.25
Skid steer + attachments	\$88.50	\$92.50
Mini-excavator	\$110.00	\$115.50
Water truck	\$71.00	\$74.50
ATV/UTV sprayer	\$20.00	\$21.00
Pickup w/ small trailer	\$65.00	\$68.25
Small Tools	\$7.25	\$7.50
Tandem Truck	\$134.00	\$140.00
Mower	\$40.00	\$42.00

Schedule of Billing Rates

Proposer may modify this form as needed to accurately reflect the services being offered.
Provide a completed form for the prime contractor and additional forms for each subcontractor.

*Proposed rate increase for the second two (2) years of the term cannot exceed **five percent (5%)** over the initial rates. Approval of listed increase shall be at the City’s sole discretion.
Mark-ups on materials cannot exceed **ten percent (10%)** over item costs.*

CONTRACTOR NAME: Pinyon Environmental, Inc.

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR YEAR 1 & 2	BILLING RATE PER HOUR YEAR 3 & 4
Project Lead	\$295	\$309.75
Environmental Scientist	\$135	\$141.75
Environmental Engineer	\$210	\$220.50
Stormwater Specialist	\$220	\$231.00
Biologist - Aquatic Resource Specialist	\$160	\$168.00



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2025

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 Foundation Risk Partners, Corp. P.O. Box 219 Timonium MD 21094		CONTACT NAME: Certificate Team	
		PHONE (A/C, No, Ext): 410-832-7600	FAX (A/C, No): (410) 832-1849
		E-MAIL ADDRESS: Certsprorisk@foundationrp.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : The Travelers Indemnity Company	25658
INSURED Biohabitats, Inc. 2081 Clipper Park Road Baltimore MD 21211-1406		INSURER B : The Travelers Indemnity Company of Connecticut	25682
		INSURER C : Travelers Property Casualty Company of America	25674
		INSURER D : Travelers Casualty and Surety Company	19038
		INSURER E : Everest Indemnity Insurance Company	10851
		INSURER F : Navigators Specialty Insurance Company	44520

COVERAGES**CERTIFICATE NUMBER:** 785584148**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			6600J612234	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA2L497391	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CUP0J633531	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB0J634195	1/1/2026	1/1/2027	☒ PER STATUTE ☐ 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
E F	Professional Liability Pollution Liability			AAEP000524-261 MP26ECPZ0NK3BIC	1/1/2026 1/1/2026	1/1/2027 1/1/2027	Each Claim/Aggregate \$5,000,000 Each Claim/Aggregate \$5,000,000

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 named as additional insureds with regards to the Commercial General Liability policy and the Business Auto Liability policy

CERTIFICATE HOLDER**CANCELLATION**

Denver Parks and Recreation Finance Office
 City and County of Denver
 201 W. Colfax Ave.
 Dept. 602
 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

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EXHIBIT D

Visit the Prevailing Wage Website and reference the Prevailing Wage Overview for more information.

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

2025 Heavy General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: August 21, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Wednesday, August 20, 2025**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

General Wage Decision No. CO 20250002

Superseded General Decision No. CO 20240002

Modification No. 7

Publication Date: 8/20/2025

(6 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.81 to comply with the city's minimum wage.

General Decision Number: CO20250002 08/15/2025

Superseded General Decision Number: CO20240002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	03/14/2025
2	03/28/2025
3	05/16/2025
4	07/15/2025
6	08/12/2025
7	08/20/2025

ASBE0028-001 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS,	\$36.98	\$16.47

COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS)		
BRCO0007-004 01/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES)	\$42.37	\$12.86
BRCO0007-006 05/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES)	\$32.93	\$14.29
ELEC0012-011 09/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES PUEBLO COUNTY)	\$33.55	\$15.71
ELEC0068-001 06/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES)	\$46.80	\$19.53
ELEC0111-001 03/01/2025	RATES	FRINGES
LINE CONSTRUCTION		
LINE CONSTRUCTION/GROUNDMAN	\$26.09	16.75%+7.80
LINE EQUIPMENT OPERATOR / LINE TRUCK CREW	\$42.16	16.75%+7.80
LINEMAN GAS FITTER/WELDER	\$58.53	16.75%+7.80
ELEC0111-007 01/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES MESA COUNTY)	\$31.75	\$13.25
ELEC0113-002 06/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES EL PASO COUNTY)	\$38.20	\$18.10

ENGI0009-001 05/01/2024	RATES	FRINGES
POWER EQUIPMENT OPERATORS		
BLADE: FINISH	\$34.58	\$15.20
BLADE: ROUGH	\$34.05	\$15.20
BULLDOZER	\$34.05	\$15.20
CRANES: 50 TONS AND UNDER	\$34.77	\$15.20
CRANES: 51 TO 90 TONS	\$35.07	\$15.20
CRANES: 91 TO 140 TONS	\$36.27	\$15.20
CRANES: 141 TONS AND OVER	\$38.63	\$15.20
FORKLIFT	\$34.58	\$15.20
MECHANIC	\$35.58	\$15.20
OILER	\$34.14	\$15.20
SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS	\$35.20	\$15.20
SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS	\$35.41	\$15.20
TRACKHOE	\$35.20	\$15.20
IRON0024-003 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL	\$39.21	\$23.49
IRON 00847 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	\$55.25	\$3.65
LABO0086-001 05/01/2009	RATES	FRINGES
LABORERS: PIPELAYER	\$18.81	\$6.78
PLUM0003-005 06/01/2024	RATES	FRINGES
PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$50.68	\$20.15
PLUM0058-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY)	\$45.90	\$17.17
PLUM0058-008 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY)	\$45.90	\$17.17
PLUM0145-002 07/01/2025	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY)	\$38.67	\$15.08

PLUM0208-004 06/01/2024	RATES	FRINGES
PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$46.01	\$22.43

SHEE0009-002 07/01/2024	RATES	FRINGES
SHEET METAL WORKER	\$39.47	\$21.83

TEAM0455-002 05/01/2025	RATES	FRINGES
TRUCK DRIVERS: PICKUP	\$26.96	\$4.87
TRUCK DRIVERS: TANDEM/SEMI AND WATER	\$27.59	\$4.87

SUCO2001-006 12/20/2001	RATES	FRINGES
BOILERMAKER	\$18.81	\$**
CARPENTERS: FORM BUILDING AND SETTING	\$19.64	\$2.74
CARPENTERS: ALL OTHER WORK	\$18.91	\$3.37
CEMENT MASON/CONCRETE FINISHER	\$18.83	\$2.85
IRONWORKER, REINFORCING	\$18.81	\$3.90
LABORERS: COMMON	\$19.81	\$2.92
LABORERS: FLAGGER	\$18.81	\$3.80
LABORERS: LANDSCAPE	\$20.81	\$3.21
PAINTERS: BRUSH, ROLLER & SPRAY	\$18.81	\$3.26
POWER EQUIPMENT OPERATORS: BACKHOE	\$19.81	\$2.48
POWER EQUIPMENT OPERATORS: FRONT END LOADER	\$20.81	\$3.23
POWER EQUIPMENT OPERATORS: SKID LOADER	\$18.81	\$4.41

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

Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 05-20-2025

Classification		Base	Fringe
Laborer	Group 1	\$18.81	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Janitor)	Janitor/Yardmen	\$18.81	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.81	\$8.30
	Group 2	\$18.81	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.81	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

EXHIBIT E

Bond No. RCB0057637

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PARKS & RECREATION****PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Biohabitats, Inc., a corporation organized and existing under and by virtue of the laws of the State of Maryland, hereafter referred to as the "Contractor", and RLI Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Thirty Thousand & 00/100 Dollars (\$ 30,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 2026, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the work and obligations of **CONTRACT NO.** _____, [**CONTRACT NAME** _____], Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this
11th day of February, 2026.

Attest:

Secretary

Biohabitats, Inc.
Contractor

By: 
President

RLI Insurance Company
Surety


By: Attorney-In-Fact Robert F. White

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

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

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: _____
MAYOR

By: _____
EXECUTIVE DIRECTOR
OF PARKS & RECREATION

POWER OF ATTORNEY**RLI Insurance Company
Contractors Bonding and Insurance Company**9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Robert F. White, Robert N. Oster, Craig Bancroft, Stephen M. Mutscheller, Joshua B. Hauserman, William Francik, Jonathan Kibler,
Mary Goska, Jamie Lawrence, Jen Schiazza, jointly or severally

in the City of Hunt Valley, State of Maryland its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars
(\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 7th day of January, 2026.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins

Eric Raudins

Sr. Vice President

State of Ohio

County of Cuyahoga

} SS

On this 7th day of January, 2026, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott

Jill A. Scott

Notary Public



JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires:
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of February, 2026.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Christina Dean

Christina Dean

Corporate Secretary