

AGREEMENT REGARDING
MAINTENANCE OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS
FOR HIGH LINE CANAL @ DISTRICT-WIDE 2023

Agreement No. 23-04.16
Project No. 108495

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), CITY AND PARTIES OF DENVER, a municipal corporation duly organized and existing under and by virtue of the Constitution of the State of Colorado (hereinafter called "DENVER"), CITY OF LITTLETON, (hereinafter called "LITTLETON"), and CITY OF GREENWOOD VILLAGE (hereinafter called "GREENWOOD VILLAGE") and collectively known as "PARTIES" ("PARTIES" or "PARTY" shall refer to the collective partnering jurisdictions or single jurisdiction exclusive of the MILE HIGH FLOOD DISTRICT in contexts where the DISTRICT is also referenced independently);

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "High Line Canal Stormwater & Operations Master Plan" by RESPEC Consulting and Services, Inc., dated October 2018 (hereinafter called "PLAN"); and

WHEREAS, each PARTY has entered into a separate Intergovernmental Agreement with Denver Water providing for access to and use of that portion of the High Line Canal covered by the Plan which is located within such Party's jurisdiction for the purposes described herein; and

WHEREAS, PARTIES now desire to proceed with the maintenance of drainage and flood control improvements for the Highline Canal @ District Wide (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors reviewed and authorized expenditures for the 2023 Maintenance Work Program (Resolution No. 92, Series of 2022); and

WHEREAS, the City Councils of DENVER, LITTLETON, and GREENWOOD VILLAGE have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Maintenance. PROJECT shall include the maintenance of improvements in accordance with the recommendations defined in PLAN and in the scope-of-work as agreed-upon by all PARTIES, as shown on Exhibit B. Specifically, the maintenance of facilities shall extend

from approximately S. Windemere St. in Littleton to I-25 in the City of Denver, in three distinct and exclusive segments, as shown on Exhibit A.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. DISTRICT acknowledges that (i) PARTIES do not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of PARTIES. It is understood and agreed that any payment obligation of PARTIES hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the PARTIES' City Council for the purpose of this Agreement.
- B. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 - 1. Routine Maintenance;
 - 2. Noxious Weed Mitigation;
 - 3. Mosquito Treatment;
 - 4. On-Call Maintenance & Tree Care.
- C. It is understood that PROJECT costs as defined above are not to exceed \$76,600 without amendment to this Agreement.

<u>ITEM</u>	<u>DENVER</u>	<u>LITTLETON</u>	<u>GREENWOOD VILLAGE</u>	<u>TOTAL AMOUNT</u>
1. Routine Maintenance	\$ 5,496.70	\$ 5,895.65	\$ 0.00	\$ 11,392.35
2. Noxious Weed Mitigation	\$ 9,760.00	\$ 4,280.00	\$ 9,400.00	\$ 23,440.00
3. Mosquito Treatment	\$ 0.00	\$ 820.00	\$ 1,075.00	\$ 1,895.00
4. On-Call Maintenance & Tree Care	\$ 15,743.30	\$ 4,004.35	\$ 20,125.00	\$ 39,872.65
Grand Total	\$ 31,000.00	\$ 15,000.00	\$ 30,600.00	\$ 76,600.00

- D. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	0%	\$ 0
DENVER	40.47%	\$ 31,000.00
LITTLETON	19.58%	\$ 15,000.00
GREENWOOD VILLAGE	39.95%	\$ 30,600.00
TOTAL	100.00%	\$76,600.00

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (DENVER- \$ 31,000; LITTLETON \$ 15,000; GREENWOOD VILLAGE - \$ 30,600; DISTRICT - \$0) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to PARTIES of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at PARTIES request, PARTIES share of remaining monies shall be transferred to another special fund held by DISTRICT.

6. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that PARTIES owns the property on which PROJECT is constructed either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. PARTIES may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld.

If, in the future, PARTIES disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and PARTIES has not obtained the written approval of DISTRICT prior to such action, PARTIES shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense

to DISTRICT. However, PARTIES shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as PARTIES has taken reasonable action to stop those actions. In the event PARTIES breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against PARTIES for specific performance of this portion of the Agreement.

7. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
 - 1. DISTRICT, with the concurrence of PARTIES, shall administer and coordinate the construction-related work as provided herein.
 - 2. DISTRICT, with concurrence of PARTIES, shall select and award construction contract(s).
 - 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes PARTIES. The contractor shall be required to indemnify PARTIES. Copies of the insurance coverage shall be provided to PARTIES upon request.
 - 4. DISTRICT, with assistance of PARTIES, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of PARTIES, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to PARTIES on a weekly basis upon request. DISTRICT shall retain an engineer to perform all or a part of these duties.
 - 5. DISTRICT, with concurrence of PARTIES, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 - 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 - 7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.
 - 8. DISTRICT, with concurrence of PARTIES, shall prepare and issue all written change or work orders to the contract documents.

9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide PARTIES a set of reproducible "as-built" plans.
 - C. Performance Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.
8. MAINTENANCE
PARTIES agree that PARTIES shall own and be responsible for maintenance of the completed and accepted PROJECT. No future responsibility for maintenance by the DISTRICT is assumed by this agreement.
 9. FLOODPLAIN REGULATION
PARTIES agrees to regulate and control the floodplain of the High Line Canal within PARTIES in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.
PARTIES understand and agree, however, that PARTIES cannot obligate itself by contract to exercise its police powers. If PARTIES fails to regulate the floodplain of High Line Canal within PARTIES in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and PARTIES shall cooperate fully.
 10. TERM OF AGREEMENT
The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.
 11. LIABILITY
Each party hereto shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.
 12. CONTRACTING OFFICERS AND NOTICES
 - A. The contracting officer for CITY AND COUNTY OF DENVER shall be the Deputy Director of the Department of Transportation and Infrastructure, 201 W. Colfax Avenue, Denver, Colorado, 80202.
 - B. The contracting officer for CITY OF LITTLETON shall be City Manager, 2255 W Berry Avenue, Littleton CO 80120.

- C. The contracting officer for CITY OF GREENWOOD VILLAGE shall be the City Manager, 6060 S Quebec Street, Greenwood Village, Colorado 80111.
- D. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- E. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.
- F. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PARTIES. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

13. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

14. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

15. APPLICABLE LAWS

Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the PARTIES where PROJECT is located

16. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

17. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

18. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

19. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) day's written notice by any of PARTIES, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

20. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

21. PUBLIC RELATIONS

It shall be at PARTIES's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical and final design recommendations shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PARTIES as needed and appropriate.

22. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

23. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PARTIES and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of PARTIES and/or DISTRICT.

24. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to

PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

25. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

26. WORKER WITHOUT AUTHORIZATION

A. Paragraph 26.A of this Agreement shall only apply to DENVER. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the DENVER Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of workers without authorization in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

1. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.
2. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
4. CONTRACTOR shall not enter into a contractor with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contact with a worker without authorization to perform work under this Agreement.
5. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
6. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

7. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with a worker without authorization, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
 8. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or, in the case of CITY, the City Auditor, under authority of D.R.M.C. 20-90.3.
 9. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.
- C. The portion of this provision (26.C.) of this Agreement regarding the Certification Ordinance shall only apply to CITY. CONTRACTOR is liable for any violations as provided in this section and the Certification Ordinance. If CONTRACTOR violates any provision of this section or the Certification Ordinance, PARTIES or CITY, as the case may be, constitute grounds for disqualifying CONTRACTOR from submitting bids or proposals for future contracts with PARTIES or CITY.

27. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of PARTIES, DISTRICT or any other entity not a party hereto.

28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND FLOOD
CONTROL DISTRICT D.B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

Checked By

CITY AND COUNTY OF DENVER
SEE ATTACHED SIGNATURE PAGE

CITY COUNCIL OF THE CITY OF LITTLETON:

By: _____

Name: Kyle Schlachter

Title: Mayor

Date: _____

ATTEST:

Colleen Norton, City Clerk

Reid Betzing, City Attorney

CITY COUNCIL OF THE CITY OF GREENWOOD VILLAGE:

George E. Lantz
Mayor

ATTEST:

APPROVED AS TO FORM:

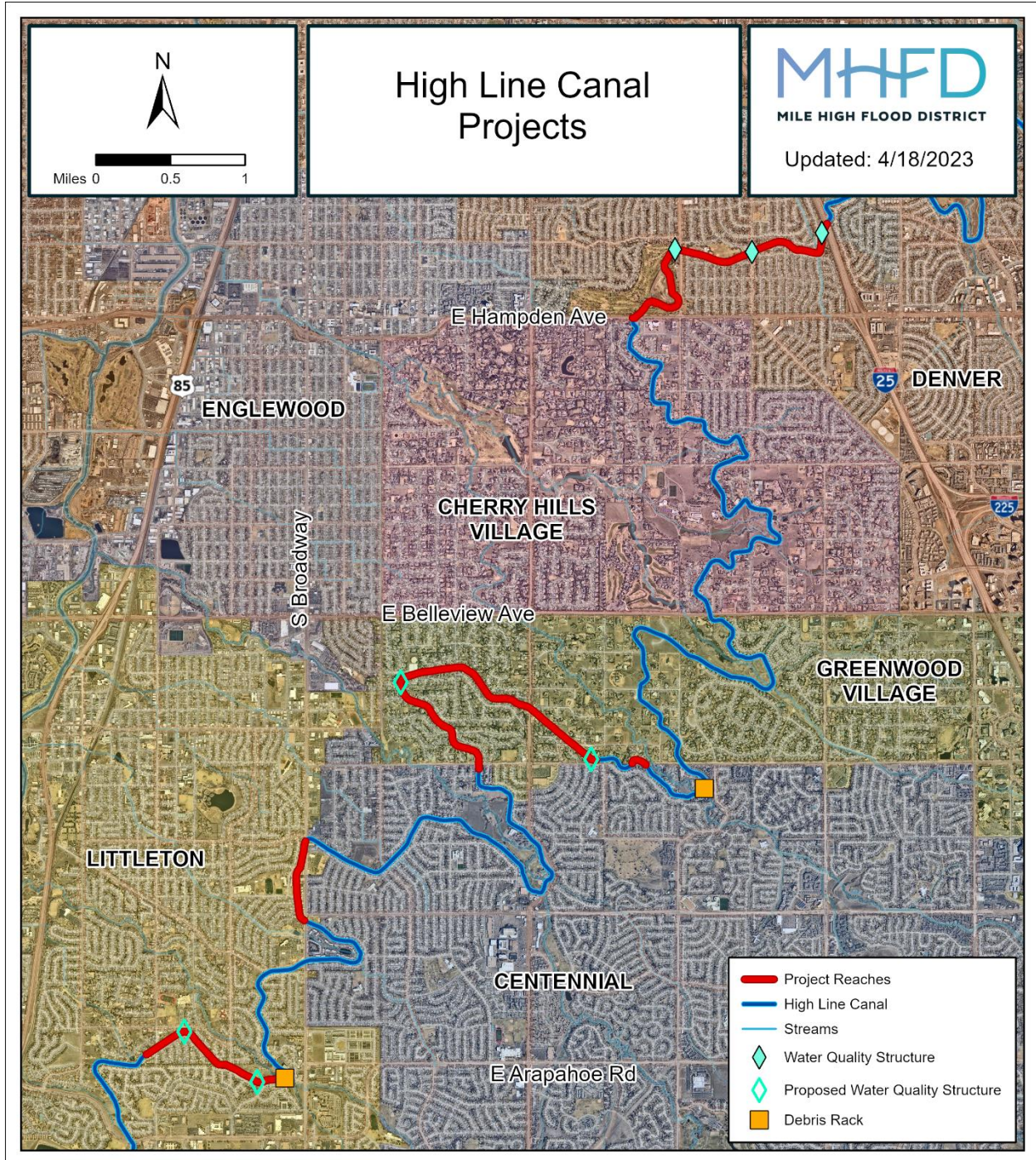
Susan M. Ortiz, MMC
City Clerk

Tonya Haas Davidson
City Attorney

AGREEMENT REGARDING
MAINTENANCE OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS
FOR HIGH LINE CANAL @ DISTRICT-WIDE 2023

Agreement No. 23-04.16

Exhibit A



AGREEMENT REGARDING
MAINTENANCE OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS
FOR HIGH LINE CANAL @ DISTRICT-WIDE 2022

Agreement No. 23-04.16

Exhibit B

High Line Canal Stormwater Maintenance Scope 2023

A joint project of: City and County of Denver, City of Greenwood Village, City of Littleton,
Mile High Flood District and the High Line Canal Conservancy

Routine Channel Maintenance - ArborForce

The core of this channel maintenance contract is to clear trash, brush, and debris that collects in the channel to ensure passage of stormwater. A routine pass will include:

- Removing and disposing of channel brush and debris including logs (6" diameter or less), branches, large accumulation of leaves and other minor obstructions to the channel. Logs/branches larger than 6" and major obstructions will be mapped and documented with photos sent to the partners via email for a decision regarding removal on an on-call basis (see On-Call Responsibilities – ArborForce).
- Removing and disposing of trash in the channel and at identified wastegates, outfalls, and water quality berms (only in the Denver section).
- Removing and disposing of minor amounts of sediment (two or less cubic yards) and reporting back to the partners on locations where major amounts of sediment are collecting.
- Conducting routine observation of the channel and reporting back on maintenance needs for stormwater passage, bank stability, and human health and safety during routine passes.

The frequency of routine passes will be decided by the partners. Anticipated approach for 2023:

- Denver: 1 routine pass (April)
- Littleton: 1 routine passes (April)

Services performed for routine maintenance will be a lump-sum contract with tracking of time in Denver and Littleton for each routine pass. The proposal for services shall have a fee breakout to provide proposed cost for each jurisdiction.

On-Call Channel Maintenance Responsibilities – ArborForce

The contractor will be available on-call to address large accumulations of debris that are outside the scope for cleanup during a routine pass. The contractor will also be available to address certain situations as they arise such as encampment cleanup in and along the Canal including biohazards and emergency downed tree cleanup as directed by the partners. Responsibilities include:

- Removing and disposing of major obstructions, downed trees, and logs larger than 6" as directed by the partners.
- Removing and safely disposing of all encampment remnants including all biohazardous material, needles, and drug paraphernalia.
- Decontaminating the area around encampments to ensure health and safety.

Services performed for on-call responsibilities will be charged at time and materials as agreed upon with each entity where the work is to be performed.

On-Call Tree Care Responsibilities –

The contractor will be available on-call to address tree care as directed by the partners. Responsibilities include:

- Emergency pruning or removal of trees that are deemed urgent by the partners, typically because they pose a risk to people or property or restrict access to the corridor.
- Removal of downed trees, logs larger than 6", and other major obstructions as directed by the partners.

Services performed for on-call responsibilities will be a time and materials contract. Contractor must have a large-tree license to address all forestry needs along the corridor.

Noxious Weed Mitigation – Weed Wranglers

Two passes for noxious weed mitigation will occur annually, one in the spring (April/May) and one in the fall (Sept/Oct) (all sections). Each pass will include:

- Applying chemical treatment to noxious weeds across entire width of property, including both banks of the Canal and trail shoulders.
- Mitigating noxious weeds in accordance with Colorado Noxious Weed Act, 8 CCR 1206-2 and Administration and Enforcement of the Pesticide Act, 8 CCR 1203-1.
 - Priority species include those on the Colorado Department of Agriculture's A List and B List: Canada thistle, Scotch thistle, musk thistle, houndstongue, burdock, teasels, knapweeds, toadflaxes and sparges. Additional weeds could be added with direction from the partners and input from the contractor.
 - Contractor will provide a list, prior to each pass, of weeds that will be targeted for treatment.
- Notifying partners via email in advance of application, obtaining approval, and reporting date of application and chemicals applied.
- Reporting all Colorado List A noxious weed species to partners by email, including location information and photos. Currently no List A species are known to occur on the corridor.
- Applying mosquito briquettes or dunks during the spring pass and/or as directed by the partners. Notice of work will be given to the local jurisdiction at least 48 hours prior to application of mosquito briquettes.

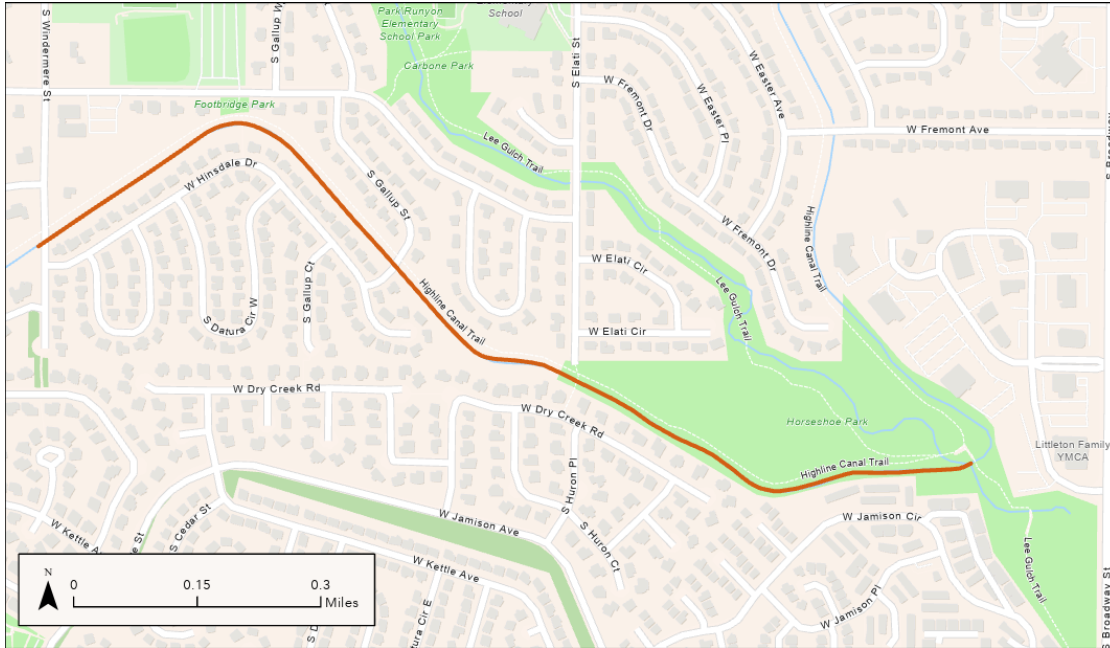
Services performed for noxious weed mitigation and mosquito briquettes will be a lump-sum contract with tracking of time in each jurisdiction. The proposal shall have a fee breakout that provides the cost of each service (weed mitigation and mosquito briquettes) for each jurisdiction. Contracted services will depend on needs and funding of each jurisdiction.

Contract Considerations

- Each contract will start in Q2 of 2023 and last through the end of the calendar year. MHFD will hold the contracts and enter into a multi-party IGA with the jurisdictions. The High Line Canal Conservancy will jointly manage the contracts with MHFD.
- Work performed in the City and County of Denver will require compliance with prevailing wage regulations. The following language must be incorporated into the contract per City and County of Denver:

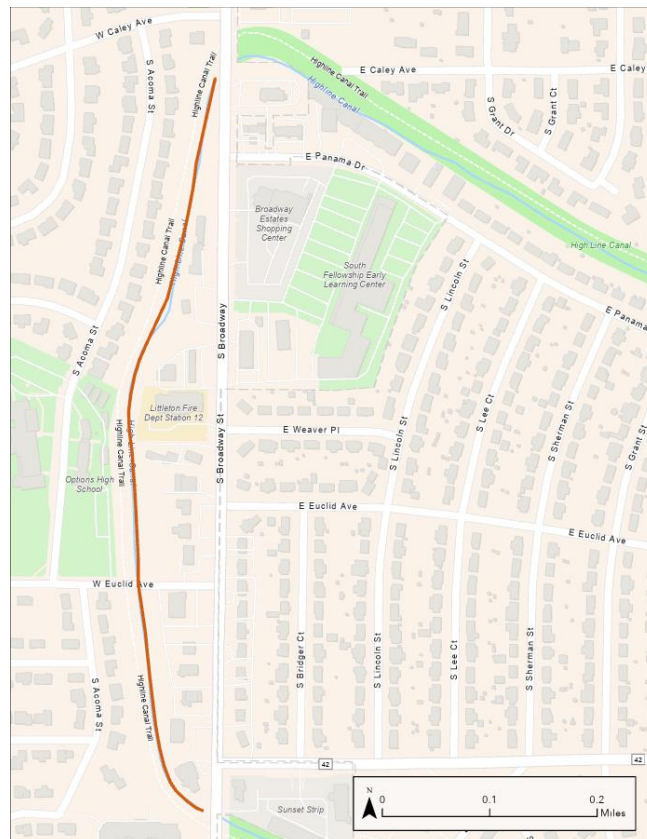
The [Contractor] shall comply, to the extent applicable to its specific performance obligations under this Agreement, with the prevailing wage requirements of D.R.M.C. Sections 20-76, *et seq.* As such, the [Contractor] agrees to cooperate fully with the City Auditor in implementing, administering and enforcing all applicable requirements of D.R.M.C. Sections 20-76, *et seq.*

- This multi-jurisdictional approach requires each contractor to track their time spent in each jurisdiction. The maps below show the project areas in each jurisdiction.
 - Map 2 shows a potential project area in Littleton that is currently under negotiation. Contractors should coordinate with Littleton prior to maintenance passes to determine if this project area, approximately 0.6 miles along Broadway, should be included.

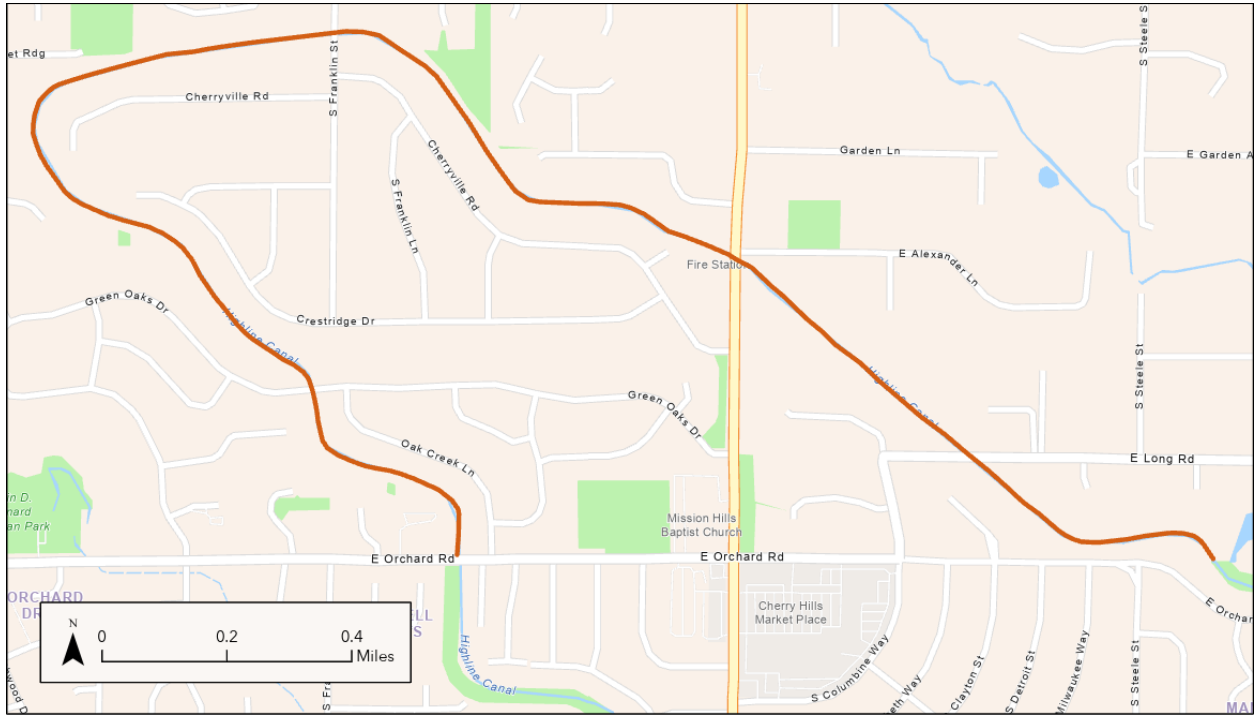


Map 1.

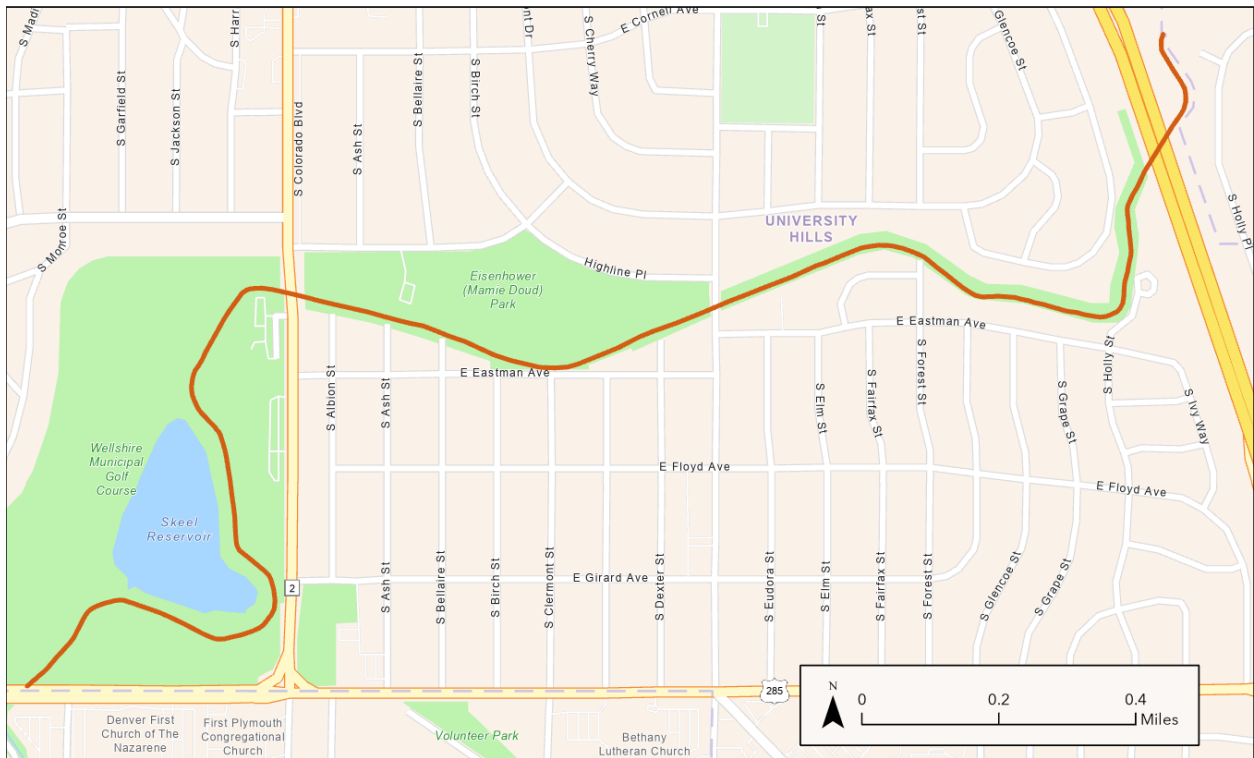
Littleton Project Area 1: Windermere Street to Lee Gulch Flume (1 mile)



Map 2. Potential Littleton Project Area 2: Broadway near Arapahoe Rd to Broadway near Caley Ave (0.5 miles)



Map 3. Greenwood Village Project Area: Orchard Road west of University Blvd to the jurisdictional boundary just east of Steele Street (2.5 miles).



Map 4. Denver Project Area: Hampden Ave to the jurisdictional boundary just east of I-25 (2 miles).