

**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 **SWINGLE INC. DBA SWINGLE TREE AND LANDSCAPE CARE, INC.**, a Colorado Corporation, whose address is 8585 East Warren Avenue, Denver, Colorado 80231 (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. Tree Maintenance Services:** The Contractor agrees to perform, as assigned, tree maintenance services, on an “on-call” or “as needed” basis. The Contractor shall diligently and skillfully perform these assigned services and/or install the goods or materials as described in the **Statement of Work and Technical Requirements** in **Exhibit A**, which is attached hereto and incorporated herein by reference (the **“Work”**). As prescribed in issued notices specifying the Work to be performed (**“Task Notices”**), 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 **“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 Director, the contractor which is the most cost effective, best suited, and/or most readily able to perform a specific Work Project.

**D. Task Notice:** As the Department determines the need and availability of funding for each Work Project, the City will issue a written Task Notice to the Contractor detailing the nature and extent of services to be provided, the location of the Work Project, and the timeframes within the Work Project is to be performed, with a projected amount to be paid to the Contractor (the “**Work Project Amount**”) based on the Work items described in the **Statement of Work and Technical Specifications 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 Exhibit B in the preparation of Task Notices as provided herein. Following receipt of the issued Task Notice, the Contractor shall, within forty-eight (48) hours and in good faith, confirm the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back in writing to the Department as to the Contractor’s ability to initiate and complete the Work Project in the timeframes specified in the Task Notice. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Task Notice and the Work Project Amount. Confirmation includes, but is not restricted to, inspections of the Work Project site and inquiries with the Department as to any directions or specifications in the Task Notice which are not clear. If the Contractor fails to contact the Department within forty-eight (48) hours following receipt of the issued Task Notice and or fails to state unequivocally that the Contractor is ready and willing to perform the Work Project in the manner and timeframes indicated on the Task Notice, the Department reserves the right to immediately withdraw the issued Task Notice. Upon the Contractor confirming the Task Notice, with or without changes or corrections, the Department will notify the Contractor to proceed on the assigned Work Project and acknowledging or denying any corrections or changes to the Task Notice or Work Project Amount requested by the Contractor. The Contractor shall promptly proceed to perform the assigned Work Project unless the Contractor rejects the Task Notice in writing within forty-eight (48) hours of receiving the Department’s notice to proceed.

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

or modifications to the Work described in the Task Notice, along with any associated changes in the Work Project Amount, are required by the Department or are requested by the Contractor and approved in advance by the Department, an amended Task Order will be issued by the Department to the Contractor in accordance to the same standards and procedures prescribed for Task Notices. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance to the same standards and procedures prescribed for Task Notices, and notify the Department that the Contractor is ready and willing to perform the Work Project in the manner and timeframes as modified by the amended Task Notice. The Contractor shall promptly proceed to perform the assigned Work Project unless the Contractor rejects the amended Task Notice within forty-eight (48) hours of receiving the Department's notice to proceed.

**F. Warranties; Correction of Work:** The Contractor warrants that all parts, materials, components, equipment, systems and other items purchased by, or in the inventory of, the Contractor and incorporated into the Work ("**Items**") shall be new, unless otherwise specified, and suitable for the purpose used, and will 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 the Work Project 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).

**G. Title:** 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.

**H. Inspection; Deficiency; Invoice:** The Contractor shall promptly notify the Department, by submittal of a complete and accurate invoice, as to the completion of the specified Work Project authorized by a Task Notice or an amended Task Notice so that inspection of the Work may be made by the Department. If the Work performed is determined by the Department to be defective, deficient or incomplete 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 and/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.

**I. Time is of the Essence:** Work Projects are often time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary: 1) in timely reviewing and assessing an issued Task Notice or amended Task Notice; 2) in inspecting the Work Project site(s); 3) in evaluating the Contractor's ability to initiate and complete the Work Project in the manner and within the timeframe specified in the Task Notice or amended Task Notice; 4) in confirming the Work Project Amount specified in the Task Notice or any changes to the Work Project Amount under an amended Task Notice; 5) in responding to the Department of Parks and Recreation as required under this Agreement; 6) in initiating, making good progress, and completing the Work Project, all within the timeframes specified in the Task Notice or amended Task Notice; and 7) in promptly and fully correcting or completing any Work noted in a Notice of Deficiency. Failure or refusal by the Contractor to confirm a Task Notice or amended Task Notice or to initiate, make good progress, or complete Work after receiving a notice to proceed from the Department within the timeframes specified in the Task Notice or the amended Task Notice may result, at the discretion of the Director and with very short notice, in the withdrawal of the Task Notice or amended Task Notice. Flagrant or persistent problems with the Contractor performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 5.C. below and/or, for failure to perform or substantially

perform an issued Task Notice or amended Task Notice within specified timeframes or in accordance with the Task Notice or the amended Task Notice, in the assessment of liquidated damages as provided in sub-section 5.E below. Except as approved by the Director in advance and in writing, the Contractor shall not subcontract with another contractor to perform the Work or assign an issued Task Notice or amended Task Notice to another contractor.

**2. METHODS OF WORK:**

**A. Resources, Personnel, and Time Commitment:** The Work shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete the Work in an effective and expeditious manner. This means that, barring unusual and exceptional circumstances, the Contractor shall proceed to do the Work Project at least eight hours a day, Monday through Friday (excluding legal holidays) during the time period specified in the Task Notice. The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. The Work shall be undertaken by workers skilled, proficient, and experienced in the trades required by this Agreement and shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in this Agreement or provided to the Contractor by the 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 require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. To the extent that any permit or license is required by a City department or other governmental entity for any work on public property, said permit or license shall be obtained and paid for by the Contractor in advance of performing the Work and shall be complied with in the performance of the Work. The Contractor shall obtain, at its own expense, and maintain all 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 shall be regularly removed and properly disposed of. Disposal in solid waste containers provided by the City is prohibited unless written authorization is obtained.

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

E. Safety: The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being

fully familiar with and complying with all applicable federal, state, and local laws, ordinances, rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder (“**Safety Laws**”). The Contractor shall promptly notify the Department in writing of any violations of said Safety Laws, along with copies of any injury reports, and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Safety Laws. The Contractor shall provide and properly locate all necessary protective devices and safety precautions, including warning signs, barricades, or other devices or precautions as required by Safety Laws or the Department. For all operations requiring the placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions.

**3. TERM:** The term of the Agreement shall commence upon the City’s execution of this contract, and shall expire on June 1, 2019 or until the Maximum Contract Amount specified in sub-section 4.A below is expended, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or unless this Agreement is extended as provided in a separate amendment to this Agreement (“**Term**”). If the time needed to complete any Task Notice or amended Task Notice extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Task Notice or amended Task Notice; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in sub-section 4.A below.

**4. COMPENSATION AND PAYMENT:**

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

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

**B. Conditions of Payment:** Submittal of an approved invoice by the Department, as specified in sub-section 1.H. above, shall be a condition precedent to any obligation for the City to make payment for Work performed by the Contractor. Payment shall be for the successful completion of all Work specified under a Task Notice or amended Task Notice. The request for payment submitted by the Contractor must fully document and itemize the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A** and **Exhibit B**. The request for payment shall affirmatively represent that: i) all of the Work specified in the Task Notice or the amended Task Notice has been fully performed and completed and any Deficiency Notice has been satisfied; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of section 13 below have been fully complied with; iii) all rights, title and interests to the materials or improvements provided or installed as the result of this Work have transferred to the City; and iv) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the request for payment is hereby deemed to contain them. The request for payment must be approved by the Director in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any liquidated damages assessed by the Director under sub-section 5.E.2) below and the costs of any repair or replacement of property as specified in sub-section 2.D above. In addition, the City may withhold from payment an amount sufficient to cover any claims, as prescribed by section 38-26-107, C.R.S.

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



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

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

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

**5. TERMINATION & REMEDIES:**

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

**B. Termination for Convenience of the Contractor:** Provided that the Contractor is not in Breach as provided in sub-section 5.C. below and subject to the survival provision in section 33 below, the Contractor, upon giving ninety (90) calendar days written notice (unless a longer period is stated), may terminate this Agreement. To the extent there is an issued Task Notice or amended Task Notice which will extend beyond the termination date, the Contractor shall fully and faithfully complete the authorized Work Project(s), unless the Director determines (in the Director's discretion) to withdraw the Task Notice or amended Task Notice. The Contractor shall be paid for all authorized and completed Work in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

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

1) The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement or under any Task Notice or amended Task Notice issued under this Agreement, including the due diligence obligations set forth in section 1 of this Agreement or the Work methods under section 2 of this Agreement, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor’s control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, a strike at a manufacturer or supplier for the Work Project, or widespread unavailability of necessary materials or supplies;

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

3) The Contractor has persistently or flagrantly failed to perform the Work or failed to timely perform the Work or to comply with the specifications and requirements as set forth in the 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 Director’s written consent or not in conformance with this Agreement;

6) The Contractor fails to obtain, renew, replace, or maintain the insurance coverage required by this Agreement or causes or is at fault for damage to property or

injury to persons that is not covered or not adequately covered by insurance and the Contractor fails to remedy the situation to the satisfaction of the Director;

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

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

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

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

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

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

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

**D. Compensation:** Upon termination of this Agreement or withdrawal of a Task Notice or amended Task Notice by the Department, with cause, under sub-section 5.C above, the Contractor shall be compensated for the Work that the Director determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) liquidated damages, if specified under sub-section 5.E below; 2) the costs of releasing any liens or covering any subcontractor or supplier claims related to the

Contractor's Work; 3) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work; and/or 4) the costs to repair or replace any damaged or lost property caused by the Breach of this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

**E. Remedies:**

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

2) *Liquidated Damages:* If the Director determines, for a Breach of this Agreement under sub-section 5.C.1) above, to withdraw an issued Task Notice or amended Task Notice, the Contractor shall be liable to the City for liquidated damages in the amount of two hundred dollars (\$200.00) per day, calculated from the day that the Director issues notice to the Contractor of a Breach under sub-section 5.C.1) through the day that a new Task Notice is issued to another contractor to perform the Work Project which was the subject of the withdrawn Task Notice or amended Task Notice or upon termination of the Task Notice or amended Task Notice, as so determined by the Director. The Contractor and City hereby acknowledges and agrees that it would be impractical and extremely difficult to estimate the damages which the City might incur for said Breach, and that, in the interest of assuring that Task Notices and amended Task Notices are timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of the Agreement or litigation.

**6. RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action or inaction, including any payments to the Contractor, by the City constitute or be construed to be a

waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

**7. INDEPENDENT CONTRACTOR:** It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform contracted services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor or the Contractor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code 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, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice

shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. The Contractor's obligations set out in this section 8 shall survive the expiration or termination of this Agreement.

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

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

**D. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

**I. Additional Provisions:**

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;

(iii) A severability of interests, separation of insureds (no insured vs. insured exclusion); and

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

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

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

**9. DEFENSE & INDEMNIFICATION:**

**A.** The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subconsultants or 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 an action has been filed in court on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

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



investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

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

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

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

**11. FINANCIAL ASSURANCES:** Without limiting or waiving any other responsibilities or obligations of the Contractor under this Agreement, the Contractor shall provide a payment and performance bond(s), an irrevocable letter of credit, or other performance guarantees in the amount of Ten Thousand Dollars (\$10,000.00) (the "**Surety**"). Bonds must be substantially in the form specified in **Exhibit D**, which is attached hereto and incorporated herein by reference. The form of letters of credit or other performance guarantees must be acceptable to the City Attorney. The Contractor shall deliver to the Director, prior to the execution of the Agreement, a fully executed Surety which shall provide effective and sufficient financial assurance for the full and faithful performance of the Contractor's duties and obligations under this Agreement and the payment of bills for labor and materials for the Work, along with appropriate powers of attorney. The Surety must be issued from a surety corporation or bank authorized to do business in the State of Colorado and which is acceptable to the City. Such Surety shall be payable to the City upon demand for the Contractor's failure to perform as required under this Agreement and/or failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the Work under this Agreement. The Surety shall also assure the repair or replacement of any Work found to be defective or otherwise not in compliance with this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another

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

**12. 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.

**13. 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 13 shall survive the expiration or termination of this Agreement.

**14. ENVIRONMENTAL COMPLIANCE:** The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the Work. The Contractor shall comply with all applicable local, state, and federal 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, herbicides, 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.

15. **[RESERVED.]**

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

17. **ASSIGNMENT & 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 Director. Any assignment or subcontract approved by the Director may require new or extended surety and insurance being provided by the Contractor or the Contractor’s assignee or subcontractor, as specified in the Director’s written consent. Any assignment or subcontract without the Director’s written consent shall be ineffective and void, and will be cause for termination of this Agreement by the City. The 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: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and assignee or subcontractor. 18. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms and

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

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

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

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

**22. CONFLICT OF INTEREST:**

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

**B.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has

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

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

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

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

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

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

**25. LAW; VENUE; and CONSTRUCTION DEFECTS:**

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

Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

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

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

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

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

**27. 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.

**28. SMALL BUSINESS ENTERPRISES:** The Contractor shall make a good faith effort to utilize qualified and available Small Business Enterprises (SBE) to the extent required by § 28-205 *et seq.*, D.R.M.C.

**29. PREVAILING WAGES:**

**A.** Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid

no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit E** and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised: February 23, 2017.

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

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

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

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

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

**30. NO EMPLOYMENT OF ILLEGAL ALIENS:**

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

**B.** The Contractor certifies that:

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

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

**C.** The Contractor also agrees and represents that:

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

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

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

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

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

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

**D.** The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance,



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

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

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

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

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

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

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

**37. LEGAL AUTHORITY:** The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing

and executing this Agreement on behalf of the Contractor, hereby warrants and guarantees that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

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

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

**[ELECTRONIC SIGNATURES FOLLOW]**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PARKS-201735118-00

**Contractor Name:** SWINGLE LAWN TREE & LANDSCAPE CARE

By: Paul Bennett

Name: Paul Bennett  
(please print)

Title: Director of Finance  
(please print)

**ATTEST: [if required]**

By: Chris Walton

Name: Chris Walton  
(please print)

Title: Senior Operations Manager.  
(please print)



EXHIBIT A  
Scope of Work

The contractor shall provide on-call tree maintenance services throughout the City, including locations on private property – open access. Services include tree pruning, tree removal, stump removal, stump grinding, filling of stump holes, and/or debris removal on public and/or private property – open access, including such work as necessary to resolve a violation of the Revised Municipal Code.

**A. GENERAL SPECIFICATIONS:**

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

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

2. Power Disconnection: The contractor will be required to schedule the required services.
3. All tree pruning and removing practices shall be in accordance with the International Society of Arboriculture (ISA) and OSHA as interpreted by the City Forester and current Parks and Recreation Trees and Tree Care rules and regulations. The City Forester has copies for viewing purposes, or to obtain your personal copy of the ANSI documents, write to ANSI, 11 W. 42<sup>nd</sup> Street, New York, NY 10036. If tree pruning or removal practices are not in accordance with ISA and OSHA standards or to the reasonable satisfaction of the City Forester and/or his/her representative, a Task Notice or amended Task Notice, as provided in the Agreement, may be cancelled and the associated Work Project may be re-assigned to another contractor.
4. The diameter of each tree shall be measured at Breast Height (DBH), 4.5 feet above ground.
  - a. Upright, fairly straight trees shall be measured at 4.5 feet above ground.
  - b. Trees on a slope shall be measured at 4.5 feet above ground at the midpoint of the trunk.
  - c. Leaning trees shall be measured at 4.5 feet above ground at midpoint of the trunk.
  - d. For split trunk trees that fork below 4.5 feet from the ground, DBH shall be measured at the narrowest point below the fork.
  - e. Multi-stem trees, which are trees that have more than one trunk at 4.5 feet above ground and originating from a common trunk or common root system, will be measured as follows:

- i. Each stem will be measured at 4.5 feet above ground using the above rules.
- ii. All diameters will be converted to cross-sectional areas and aggregated to a cumulative cross-sectional area.
- iii. The cumulative cross-sectional area will be used to determine the aggregate DBH measurement for the multi-stem tree.
- iv. All specifications and requirements contained in this Scope of Work are subject to further details or refinements as specified in the Task Notice or amended Task Notice.

**B. PERSONNEL:**

1. All workers assigned by the contractor for servicing a City job shall be adequately and properly trained to perform their work properly and safely.
2. All personnel shall wear a company-identifying uniform, or clothing with a company logo clearly visible.
3. A qualified supervisor or foreman shall be present at the site when work is being performed. At least one (1) member of the on-site team must be fluent in English and able to answer questions or concerns from the City Forester representative and/or property owners.
4. The contractor is responsible for supplying equipment and staff capable of completing work in a safe and efficient manner.

**C. SAFETY:**

1. The contractor shall be responsible for being fully familiar with and conforming to the requirements and guidelines set forth by the Occupational Safety and Health Act and any regulations or directives adopted there under.
2. The CONTRACTOR SHALL comply with The State REGULATIONS PERTAINING TO SOLID WASTE SITES AND FACILITIES (6 CCR 1007-2, PART 1), Section 5.5 Management of Regulated Asbestos-Contaminated Soil (RACS) at all times any construction debris is generated from soils disturbing activities from the scope of this project. Once construction debris is visually noted, it must be evaluated by a Certified Asbestos Building Inspector per the State regulation for compliance to the protocols. Contact Steve Gonzales, Denver Environmental Health (720-865-5447) for clarification regarding this CCD requirement.
3. ANY FILL MATERIAL OR SOILS TO BE MOVED TO AND PLACED ON CITY-OWNED PROPERTY OR PLACED ON REAL PROPERTY TO BE TRANSFERRED TO THE CITY MUST BE FREE OF KNOWN CONTAMINATION (OBSERVED AND DOCUMENTED OR PREVIOUSLY DOCUMENTED) AND BE ACCEPTABLE FOR UNRESTRICTED RESIDENTIAL USE. CONTACT DAVE ERICKSON, DENVER ENVIRONMENTAL HEALTH (720-865-5433) FOR CLARIFICATION, IF NEEDED, REGARDING THIS CCD REQUIREMENT. Delays due to asbestos contamination must be reported to the City Forester immediately.
4. Under no condition shall it be considered proper to leave the site with severed or partially cut limbs still in the trees.

5. Whenever larger tree sections are being cut in a tree that may endanger the public or property, such materials shall be secured by ropes and lowered safely in a controlled matter.
6. Affixing and installing any metal material or any other substance foreign to the natural structure of a tree shall only be performed after written permission from the City Forester. **EXCEPTION:** During a tree removal, devices may be attached to the tree, if so desired, to allow an easier or safer way to remove the tree.
7. Any injury to person or damage to any improvement, vehicle, tree, or structure located upon or underneath any PUBLIC OR PRIVATE STREET shall be promptly reported to the City Forester and arrangement made to make restitution or repairs. Any injury to person or damage to any improvement, vehicle, tree, or structure located upon or underneath PRIVATE PROPERTY shall be promptly reported to the City Forester and to the property owner, and arrangements made to make restitution or repairs. If the contractor fails to act promptly, the City may seek recovery of losses, damages, and costs from the contractor's insurance company. The City reserves the right to withhold a portion or the entire payment until the contractor can provide proof that restitution or repairs have been made.
8. For work performed on park property, the contractor shall provide a description of material storage locations, chemical transportation, and plans for any emergencies such as spills or fires involving chemicals along the route to an application area and/or an application site.
9. In situations where wildlife prevents work from being performed:
  - a. Honeybees – It is the intention of the City to make reasonable efforts to salvage honeybee hives where possible. If honeybee hive salvage may be possible, the City will contract for hive removal but may require assistance from the contractor in the salvage process.
  - b. Other stinging/biting insects – Contractor responsibility.
  - c. Other – May be considered on case-by-case basis.

**D. EQUIPMENT:**

1. The contractor's business name and phone number shall be posted in letters and numbers not less than two (2") inches in height, on a contrasting background, on the two (2) sides of ALL vehicles, trailers, self-propelled, drawn, or towed equipment operated by the contractor for use in any City work. The business name, address and phone number, or business name and phone number must be visible and readable from a distance of at least 60 (sixty) feet. Failure to post aforementioned signage on vehicles and equipment can be grounds for agreement termination and license revocation, if applicable.
2. The use of climbing spurs or spike shoes in the act of PRUNING trees is prohibited and shall result in the termination of the agreement, revocation of the license, and/or invoice for damages incurred if applicable.

**E. COMPLETION SCHEDULE:**

Work shall be completed no later than the completion date specified in the Task Notice or amended Task Notice, weather-permitting and subject to any time extensions that the City Forester may grant in writing. The standard completion date will be fourteen (14) calendar

days from the date of request for contract services with a faster completion time of seven (7) calendar days for infested trees and emergencies to be completed same day with exceptions as noted in Section 3.E., Emergency Tree Maintenance Services. The contractor is obligated to exercise due diligence in making good progress on the work and within the specified time period. If the contractor is unable to perform the work within the timeframe allotted, the contractor is obligated to promptly notify the City Forester and the work may be re-assigned to another contractor.

**F. TIME OFF/WORK STOPPAGE:**

At no time shall the contractor take time off from contract obligations without informing and receiving prior authorization from the Office of the City Forester. Company time off shall be limited to one week per calendar year, is first come first serve, and will be dependent on availability of other contractor/s to cover potential work needed during requested time off.

**G. INVOICING:**

1. Each completed work assignment shall be invoiced separately.
2. All work invoicing shall be submitted no later than fourteen (14) calendar days after the completion of the Task Notice and/or emergency work. All invoice resubmissions shall be submitted within seven (7) calendar days of the resubmission request.
3. Invoices shall be submitted via email to [forestrytasknotice@denvergov.org](mailto:forestrytasknotice@denvergov.org)
  - a. For Task Notice invoices: subject line shall contain the Task Notice number and address of work.
  - b. For emergency work invoices: subject line shall contain address of work at a minimum; if Task Number is known see 3.a.
  - c. Body of invoice must contain at a minimum:
    - Task Notice number if known
    - Address of work
    - Work completed at location
    - Date of completion
    - Total price

**H. LICENSES AND PERMITS:**

1. The contractor must possess a general tree care license with the City issued by the Director of Excise and Licenses. Licenses must be retained throughout the life of the contract; failure to do so may result in the termination of the contract. The contractor shall maintain a current copy of its tree service license on file with the City and County of Denver in the Forestry division.

FOR TREE/SHRUB REMOVAL AND STUMP TREATMENT ALONG WATERWAYS ON PARKS PROPERTY SERVICES ONLY, the contractor must possess a Commercial Applicator's license through the Colorado Department of Agriculture; any person or business that applies pesticides to a property other than their own in exchange for compensation must have a Commercial Applicators license. For additional information, visit <https://www.colorado.gov/pacific/aqplants/commercial-pesticide-applicators>.

2. The contractor is responsible for obtaining all required permits and paying any costs associated with these permits before commencing work. The City Forester's permits include removing, injecting, and planting trees in the public right-of-way or other City



property. Street occupancy, lane/street closure permits and rules associated with street/traffic permits can be obtained through the Denver Department of Public Works-Traffic Division. A breakdown of current permits required and fees are listed as follows (note all fees are subject to change over time):

- a. Forestry Tree Work Permits:
  - i. Free (required for all licensed contractors)
- b. Park Access Permits:
  - i. Free
- c. Public Works Annual Equipment Fee:
  - i. \$50/piece of equipment (required for all licensed contractors)
- d. Public Works Street Occupancy Fees:
  - i. One-time \$50 annual fee (required for all licensed contractors)
  - ii. Additional job-related street occupancy permit fees are waived for Forestry issued work orders
- e. Traffic Control Plans and Barricades:
  - i. The contractor must follow requirements of Public Works for obtaining permits and providing traffic plans to receive street occupancy permits. The contractor will be allowed to use the City's current contractor for traffic control plans and barricades for Office of the City Forester issued Task Notices and amended Task Notices, and the contractor will not be responsible for the cost of these services.

**I. BARRICADES AND TRAFFIC CONTROL PLANS:**

1. The contractor shall have use of the City and County of Denver's current contractor for traffic control plans and barricades for Task Notices.
2. Adequate barricades, warning devices, and signage shall be furnished and placed as necessary for the safety of persons and vehicles. Rules from the Denver Department of Public Works--Traffic Division must be followed, as well as the Colorado State Highway Department regulations.
3. Street and sidewalk warning devices shall be in position as required when work is being performed on trees near streets.
4. Unless the tree work is totally barricaded or otherwise protected, at least one responsible tree worker shall coordinate safe operations on the ground when work is in progress or possible hazards exist. Pedestrian and vehicles shall be allowed to pass through the work areas under condition of safety and with as little inconvenience and delay as possible.

**J. CLEAN-UP:**

1. Clean-up of branches, logs, or any other debris resulting from any tree service operation shall be promptly and completely accomplished by the end of the working day on all trees, unless otherwise specified by the Task Notice or amended Task Notice. Tree debris shall be disposed of in an appropriate manner. The work area shall be kept safe at all times until the clean-up operation is completed. Under no condition shall the accumulation of bushes, limbs, logs, or other debris be allowed upon a public street right-of-way that may result in a public hazard.

2. As specified by the Task Notice or amended Task Notice, infected or infested wood shall be chipped, de-barked, or hauled to a landfill for burial the same day as its removal. Infected or infested wood with the bark attached shall not be stockpiled, either within the City and County of Denver or elsewhere.
3. All wood regulated under State quarantine must be processed per the guidelines established by the Colorado Department of Agriculture to prevent the spread of the controlled insect or disease.
4. Contractor will be held responsible for the cost of full cleanup of any chemical spills and the proper disposal of all containers, spill material and clean-up material.

**K. DUMP:**

Executive Order No. 115 regarding the Required Use of Denver-Arapahoe Disposal Site (Landfill) (DADS) and City Memorandum 115A shall be applicable. The City shall be responsible for the payment of any dump fees, if required.

Technical Specifications

**A. SPECIFICATIONS FOR PUBLIC/PRIVATE PROPERTY TREE MANAGEMENT; TREE PRUNING ON PUBLIC RIGHT-OF-WAYS, PUBLIC PROPERTY, AND PRIVATE PROPERTY – OPEN ACCESS:**

1. Trees will be classified by size with larger and smaller trees having a standard price differential applied by the percentages listed below:
  - a. Trees with a DBH less than 15 inches will have a reduced price rate of -30%
  - b. Trees with a DBH between 15-25 inches will be the Standard Rate submitted
  - c. Trees with a DBH greater than 25 inches will have an increased price rate of +30%
2. Private property - Open Access:

Open Access shall mean any section of private property that is not enclosed by a fence and has open unrestricted access to the target tree. This may include trees located in fenced area but accessible by aerial lift device to complete work, and debris can be reached by grapple/log loader without entering private property.
3. No tree shall be cut back in such a manner that its health or eventual safety will be impaired, except in the process of tree removal or emergency relief of an immediate danger to persons or property. Any such emergency procedures must be reported promptly to the City Forester with plans for completion or follow-up work submitted for approval.
4. When tree pruning cuts are made to a side limb, such remaining limb must possess a basal thickness of at least one-third (1/3) of the diameter of the wound so affected. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce woody growth capable of sealing the pruning wound so affected within a reasonable period of time.
5. Final tree pruning cuts shall be made outside of the Branch Bark Ridge and outside of the Branch Collar. Flush cuts shall not be made and stubs shall be removed.
6. Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants.

7. All tools must be in clean, safe and proper working order, and insect and disease-free before working in a tree under a City pruning contract. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected after each pruning cut and prior to the next use of the tool.
8. Limb removal shall be made by using the three-cut method:
  - a. Reduce limb weight first, perform an undercut 12" beyond the branch collar of the limb to be removed.
  - b. Make a cut on the opposite of the limb beyond the undercut so that a portion of the limb will have a controlled breakaway without tearing the bark on the remaining limb.
  - c. Make a final cut on the outside of the Branch Collar to remove the stub.

The first two steps (a. and b.) are to be repeated as often as necessary on the same limb when removing large limbs.

9. The following examples are typical of work to be performed on each tree contracted:
  - a. Prune deadwood equal to or greater than 2 inches.
  - b. Prune broken, hanging, and poorly attached limbs equal to or greater than 1 inch in diameter.
  - c. Prune existing stubs that have not compartmentalized.
  - d. Prune interfering and rubbing branches equal to or greater than 2 inches or those that have obvious defects that compromise structural integrity.
  - e. Prune obviously hazardous live limbs that are equal to or greater than 2 inches in diameter.
  - f. Prune to provide clearance for streets, sidewalks, regulatory signs, traffic signals, traffic vision, and pedestrian/street lights as directed by the City Forester.
  - g. If more than 25% of the live canopy needs removal, the City Forester must be contacted before proceeding.
  - h. Cavities:
    - i. The contractor shall notify the City Forester upon discovery of trees with extensive internal decay that could compromise the structural integrity of trees being pruned when not removing the portion of tree containing said cavity/ies.
    - ii. A cavity assessment form, provided by the City Forester, shall be completed by the contractor and will focus on a visual assessment/non-invasive measurements to document the affected area.
10. As specified by the Task Notice or amended Task Notice, infected or infested wood shall be chipped, de-barked, or hauled to a landfill for burial the same day as its removal. Infected or infested wood with the bark attached shall not be stockpiled, either within the City and County of Denver or elsewhere.
11. Adjustments to private property shall be the responsibility of the contractor to ensure items are replaced in the condition as found (i.e. fences, furniture, planters, toys, etc.). The contractor shall not charge the City or property owner for this type of work. It is advisable of the contractor to take digital pictures of work zone if prior damage exists to provide protection from property owner claims of damage. Photos shall be

sent to [forestrytasknotice@denvergov.org](mailto:forestrytasknotice@denvergov.org) prior to work commencing. In the subject line of the email, include the Task Notice number if known, address of work, and words "prior site damage".

**B. TREE REMOVALS ON PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTY:**

1. Trees will be classified by size with larger and smaller trees having a standard price differential applied by the percentages listed below:
  - a. Trees with a DBH less than 15 inches will have a reduced price rate of -30%
  - b. Trees with a DBH between 15-25 inches will be the Standard Rate submitted
  - c. Trees with a DBH greater than 25 inches will have an increased price rate of +30%
2. As specified by Task Notice or amended Task Notice, infected or infested wood shall be chipped, de-barked, or hauled to a landfill for burial the same day as its removal. Infected or infested wood with the bark attached shall not be stockpiled, either within the City and County of Denver or elsewhere.
3. Trees shall be removed in such a manner as to cause no damage or injury to people, property, animals, or other living plants.
4. All trees on the public right-of-way, in parks, or on other City-owned property (other than Mountain Parks properties) designated for removal shall be removed in such a manner so that all parts of the remaining stumps will be at least 12 (twelve) inches below the surrounding ground level unless otherwise provided in writing by the City Forester. Exposed or visible roots extending from the base of all stumps shall be removed with the stump.
5. The contractor shall be responsible for all utility locates prior to any excavation.
6. Exposed or visible surface roots extending from the base of all stumps shall be removed.
7. The City Forester may consider seeking miscellaneous prices for stumps with extra-large/unusual root flares or surface roots that create extreme challenges due to size, length, and/or site restrictions. The contractor must demonstrate through clear and convincing evidence that the stump creates extreme challenges.
8. Excavation, divots, or ruts resulting from tree or stump removal must be promptly filled in, up to the surrounding soil grade, with clean earth fill. The fill must be free of excessive debris and compacted to minimize settling. All fill material is subject to acceptance by the City Forester.
9. Wood debris from the stump grinding process shall be removed from the stump hole. Work will be considered complete when all wood, debris, and stumps are removed from the public right-of-way/public property.

**C. TREE REMOVAL ON PRIVATE PROPERTY - OPEN ACCESS:**

1. Trees will be classified by size with larger and smaller trees having a standard price differential applied by the percentages listed below:
  - a. Trees with a DBH less than 15 inches will have a reduced price rate of -30%
  - b. Trees with a DBH between 15-25 inches will be the Standard Rate submitted

- c. Trees with a DBH greater than 25 inches will have an increased price rate of +30%
2. Private property - Open Access:  
Open Access shall mean any section of private property that is not enclosed by a fence and has open unrestricted access to the target tree.
3. As specified by the Task Notice or amended Task Notice, infected or infested wood shall be chipped, de-barked, or hauled to a landfill for burial the same day as its removal. Infected or infested wood with the bark attached shall not be stockpiled, either within the City and County of Denver or elsewhere.
4. Should a power disconnect/loop drop be required, the contractor must have authorization from the property owner and inform the Office of the City Forester of the need for the power disconnect. Once authorized, the contractor is responsible for informing the property owner of the need and to agree upon a date for scheduling the power disconnect/loop drop. The contractor will not be responsible for costs associated with power disconnect/loop drops.
5. Trees on private property shall be removed leaving a stump six (6) inches or less in height unless other arrangements are made with City Forester.

**D. REMOVAL OF EXISTING UNPERMITTED STUMPS LOCATED IN THE PUBLIC RIGHT-OF-WAY, IN PARKS, OR ON OTHER CITY PROPERTY:**

1. All stumps on the public right-of-way, in parks, or on other City-owned property (other than Mountain Parks properties) designated for removal shall be removed in such a manner that all parts of the remaining stumps will be at least 12 (twelve) inches below the surrounding ground level unless otherwise provided in writing by the City Forester.
2. The contractor shall be responsible for all utility locates prior to any excavation.
3. Exposed or visible surface roots extending from the base of all stumps shall be removed.
4. The City Forester may consider seeking miscellaneous prices for stumps with extra-large/unusual root flares or surface roots that create extreme challenges due to size, length, and/or site restrictions. The contractor must demonstrate through clear and convincing evidence that the stump creates extreme challenges.
5. Excavation, divots, and/or ruts resulting from tree or stump removal must be promptly filled in, up to the surrounding soil grade, with clean earth fill. The fill must be free of excessive debris and compacted to minimize settling. All fill material is subject to acceptance by the City Forester or the City Forester's representative.
6. Wood debris from the stump grinding process shall be removed from the stump hole.

**E. DEFECTIVE TREE ITEMS:**

As the Office of the City Forester performs Level 1 tree evaluations and is limited to ground surveys, there may be times when the Office of the City Forester relies on the contractor or

the contractor finds a need to perform more work than assigned to remediate a safety issue due to tree's health and/or structure. In these cases, the contractor shall contact the Office of the City Forester at the time the issue(s) are discovered for instruction on how to proceed. These issues may include, but are not limited to:

- a. Task Notice sent for prune work and the contractor finds tree has less living tissue than can sufficiently support long-term health of the tree.
- b. The contractor finds structural issue that necessitates the removal of limb equal to or larger than six (6) inches.
- c. The contractor finds structural issue(s) that necessitates the removal of tree(s).

**F. MISCELLANEOUS SERVICES:**

The City may request quotes for specific work projects not covered under the Technical Specifications above. Examples when miscellaneous proposals may be requested include:

1. The removal of trees that have previously been topped/large portion of canopy removed.
2. Clearance pruning work; i.e. pruning to increase visibility of site triangle, pruning to eliminate obstruction of public right-of-way such as a sidewalk, stop sign, or alley, etc.
3. Minor pruning work; i.e. specific direction on pruning or removal of one or two branches on a tree or a utility such as a street light (not an energized wire to a street light).
4. Removal of trees with a DBH greater than 40 inches that create extreme challenges due to size and site restrictions.
5. Removal of stumps with extra-large/unusual root flares or surface roots that create extreme challenges due to size, length, and/or site restrictions.
6. Planting trees.
7. Other City agency as needed.

Exhibit B

| Item Number | Description   |                    |
|-------------|---|--------------------|
| 1A          | Tree Pruning on the Public Right-of-Way and Public Property   |                    |
|             | Price Per Inch at DBH:  | \$35 <sup>00</sup> |
| 1B          | Tree Pruning on Private Property - Open Access  |                    |
|             | Open Access Price Per Inch at DBH:  | \$35 <sup>00</sup> |
| 2A          | Tree Removal on Public Right-of-Way and Public Property   |                    |
|             | Price Per Inch at DBH:  | \$65 <sup>00</sup> |
| 2B          | Tree Removal on Private Property  |                    |
|             | Open Access Price Per Inch at DBH:  | \$65 <sup>00</sup> |
| 3           | Removal of existing unpermitted stumps located in the Public Right-of-Ways, in Parks, or on other City property   |                    |
|             | Price Per Diameter Inch at Six (6) Inches Above Ground Surface:   | \$13 <sup>00</sup> |
| 6           | Payment and Performance Bond – Total cost to provide \$10,000 Bond or Letter of Credit<br><i>(The City intends to reimburse up to \$1000 for the verified actual cost.)</i> |                    |





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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Swingle, Inc. dba Swingle, Lawn Tree & Landscape Care, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Westfield Insurance Company, 1 Park Circle, P.O. Box 5001\*\*, a corporation organized and existing under and by virtue of the laws of the State of Ohio, 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 Ten Thousand Dollars (\$10,000), 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; \*\*Westfield Center, OH 44251

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. \_\_\_\_\_, ON-CALL TREE MAINTENANCE SERVICES**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Swingle, Inc. dba Swingle, Lawn Tree & Landscape Care  
**Contractor**

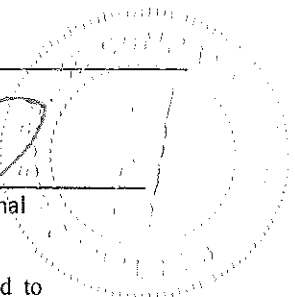
Attest:

By: \_\_\_\_\_  
**President John E. Gibson**

\_\_\_\_\_  
Secretary

Westfield Insurance Company  
**Surety**

By: Jana Cardinal  
**Attorney-In-Fact Jana Cardinal**



(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

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

By: \_\_\_\_\_  
**Assistant City Attorney**

By: \_\_\_\_\_  
Michael B. Hancock  
**MAYOR**

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

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint SCOTT KENNEDY, BETH FICKEN, DAWN LEARY, CAROLYN EVANS, JANA CARDINAL, MARTHA RICHARDSON, JUDITH MILLER, THOMAS PATTON, JOINTLY OR SEVERALLY

of GREENWOOD VILLAGE and State of CO its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of JULY A.D., 2014 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of JULY A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; and that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



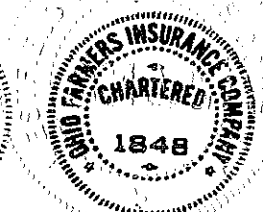
David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Frank A Carrino Secretary

Frank A. Carrino, Secretary

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Swingle, Inc. dba Swingle, Lawn Tree & Landscape Care  
8585 Warren Ave., Denver, CO 80231,  
a corporation organized and existing under and by virtue of the laws of the State of Colorado,  
hereafter referred to as the "Contractor", and Westfield Insurance Company, 1 Park Circle, P.O. Box 5001,\*\* a corporation  
organized and existing under and by virtue of the laws of the State of Ohio, 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 Ten Thousand Dollars (\$10,000), 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; \*\*Westfield Center, OH 44251

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, entered  
into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment,  
superintendence, materials and everything necessary for and required to do, perform and complete the  
construction of **CONTRACT NO. \_\_\_\_\_, ON-CALL TREE MAINTENANCE**  
**SERVICES**, Denver, Colorado, and has bound itself to complete the project within the time or times  
specified or pay liquidated damages, all as designated, defined and described in the said Contract and  
Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said  
Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Swingle, Inc. dba Swingle, Lawn Tree & Landscape Care  
**Contractor**

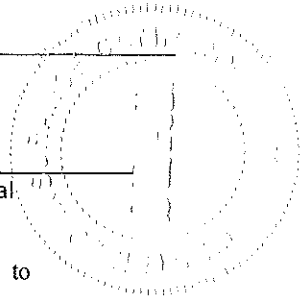
Attest:

By: \_\_\_\_\_  
**President John E. Gibson**

\_\_\_\_\_  
Secretary

Westfield Insurance Company  
**Surety**

By: Jana Cardinal  
**Attorney-In-Fact Jana Cardinal**



(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

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

By: \_\_\_\_\_  
**Assistant City Attorney**

By: \_\_\_\_\_  
**Michael B. Hancock**  
**MAYOR**

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

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint SCOTT KENNEDY, BETH FICKEN, DAWN LEARY, CAROLYN EVANS, JANA CARDINAL, MARTHA RICHARDSON, JUDITH MILLER, THOMAS PATTON, JOINTLY OR SEVERALLY

of GREENWOOD VILLAGE and State of CO its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of JULY A.D., 2014 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of JULY A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said Instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



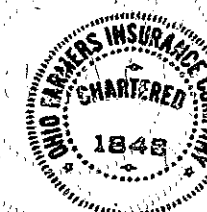
David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Frank A Carrino Secretary Frank A. Carrino, Secretary

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Swingle, Inc. dba Swingle, Lawn Tree & Landscape Care  
8585 Warren Ave., Denver, CO 80231,  
a corporation organized and existing under and by virtue of the laws of the State of Colorado,  
hereafter referred to as the "Contractor", and Westfield Insurance Company, 1 Park Circle, P.O. Box 5001\*\*, a corporation  
organized and existing under and by virtue of the laws of the State of Ohio, 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 Ten Thousand Dollars (\$10,000), 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; \*\*Westfield Center, OH 44251

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, entered  
into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment,  
superintendence, materials and everything necessary for and required to do, perform and complete the  
construction of **CONTRACT NO. \_\_\_\_\_, ON-CALL TREE MAINTENANCE  
SERVICES**, Denver, Colorado, and has bound itself to complete the project within the time or times  
specified or pay liquidated damages, all as designated, defined and described in the said Contract and  
Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said  
Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Swingle, Inc. dba Swingle, Lawn Tree & Landscape Care  
**Contractor**

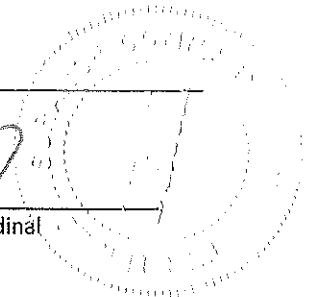
Attest:

By: \_\_\_\_\_  
**President John E. Gibson**

\_\_\_\_\_  
Secretary

Westfield Insurance Company  
**Surety**

By: *Jana Cardinal*  
**Attorney-In-Fact Jana Cardinal**



(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

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

By: \_\_\_\_\_  
**Assistant City Attorney**

By: \_\_\_\_\_  
**Michael B. Hancock**  
**MAYOR**

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



General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

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of GREENWOOD VILLAGE and State of CO its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

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Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of JULY A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



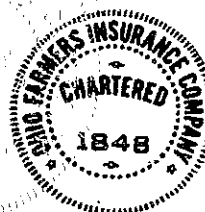
David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Frank A Carrino Secretary Frank A. Carrino, Secretary



**DENVER**  
THE MILE HIGH CITY

Exhibit E

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, OHR Compensation and Classification  
DATE: December 5, 2016  
SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 129  
Publication Date: December 1, 2016  
(11 pages)

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

Questions call (720) 913-5726.

Attachments as listed above.

## APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 02-19-2009

| Classification:           | <u>Base Wage</u> | <u>Fringes</u> |
|---------------------------|------------------|----------------|
| <b>Appliance Mechanic</b> | \$22.34/hour     | \$5.82/hour    |

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

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

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

## BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 10-9-2014

Effective: 9-15-2016

| Classification:                       | <u>Base Wage</u> | <u>Fringes</u> |
|---------------------------------------|------------------|----------------|
| <b>Entry-Support Mechanic</b>         | \$15.26/hour     | \$6.03/hour    |
| <b>Machinery Maintenance Mechanic</b> | \$21.26/hour     | \$6.72/hour    |
| <b>Controls System Technician</b>     | \$24.90/hour     | \$7.14/hour    |

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

### **Entry Support Mechanic**

Under direct supervision, assists the Machinery Maintenance Mechanic in maintaining the operational status of the baggage handling system. Duties include but are not limited to; assisting with adjustments with belt tracking, belt tension, and gearbox.

### **Machinery Maintenance Mechanic**

Performs routine and basic adjustments of baggage handling system equipment including but not limited to, belt tracking, belt tension, and gearbox and bearing lubrication. Performs daily and periodic shift inspections, cleaning, and diagnostics of mechanical system components based on an established preventive maintenance program. Dismantles, repairs, and reassembles equipment or machines for stock replacement or to restore baggage handling system equipment to operational status. Preventive maintenance and overhauling machines includes, but is not limited to, motors, clutches, brakes, transporting telecars, bearings, drive belts, drive shafts, pulleys, gearboxes (speed reducers), and conveyor belting. Maintains daily turnover reports and hourly labor time sheets for warranty reimbursement and statistical tracking of repairs.

### **Controls System Technician**

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not

limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

Removes and replaces plug-in type boards and components. Aligns, replaces, and cleans photocells. Makes minor repairs of connectors, wiring and fuses on-site, and cleans and performs diagnostic routines of electrical and control system components. Performs scheduled routine maintenance on all control system components and reporting devices (including personal computers), based on recommended manufacturer practices. Uses a personal computer to diagnose and correct PLC and operating system software problems. Diagnoses, repairs and aligns laser array (baggage tag reader) and RF reader hardware and software.

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

### **BUILDING ENGINEER**

Last Revision: 07-17-2014

Effective: 08-18-2016

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

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

## FUEL HANDLER SERIES

Last Revision: 10-22-2015  
Effective: 10-20-2016

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

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

### **Fuel Distribution System Operator:**

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

### **Lead Fuel Distribution System Operator:**

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

### **Fuel Distribution System Mechanic:**

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

### **Lead Fuel Distribution System Mechanic:**

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

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

## CUSTODIANS

Last Revision: 12-3-2015

Effective: 12-1-2016

| <u>Classification</u> | <u>Base Wage</u> | <u>Fringes</u>                                   |
|-----------------------|------------------|--|
| Custodian I           | \$14.53/hour     | \$5.27 SINGLE<br>\$7.33 2-PARTY<br>\$9.29 FAMILY |
| Custodian II          | \$14.88/hour     | \$5.31 SINGLE<br>\$7.37 2-PARTY<br>\$9.33 FAMILY |

### Benefits and Overtime

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

### Position Descriptions:

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

## DIA OIL & GAS WAGES

Last Revision: 3-19-2015  
Effective: 3-17-2016

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

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

### **HEAVY EQUIPMENT MECHANIC**

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

### **PIPEFITTER, MAINTENANCE**

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

### **WELL DRILLER**

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

**LABORER**

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

**TRUCKDRIVER, HEAVY TRUCK**

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

**GLYCOL FACILITY WAGES**

Effective: 7-21-2016

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

Service Contract Act Wage Determination No. 2005-2081 Rev No. 15 was used to obtain the base wages and calculate fringe benefits.



**FIRE EXTINGUISHER REPAIRER**

Last Revision: 09/03/2015  
Effective Date: 08/18/2016

| <u>Classification:</u>     | <u>Base Wages:</u> | <u>Fringes:</u> |
|----------------------------|--------------------|-----------------|
| Fire Extinguisher Repairer | \$19.57/hr         | \$6.53          |

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

**FURNITURE MOVERS**

(Moving, Storage and Cartage Workers)

Last Revision: 10-9-2014  
Effective: 10-22-2015

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

**LANDSIDE PARKING ELECTRONICS TECHNICIAN**

Last Revision: 10-22-2015  
Effective: 10-20-2016

| <u>Classification:</u>                         | <u>Base Wage</u> | <u>Fringes</u> |
|--|------------------|----------------|
| <b>Landside Parking Electronics Technician</b> | \$24.35/hour     | \$4.27/hour    |

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

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

**SIGN ERECTOR**

Last Revision: 10-15-2009  
Effective: 10-15-2010

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

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

**TELEDATA TECHNICIAN**

**Effective 09/16/2014 the Teledata Technician classification will utilize the base pay and fringe benefits for the Electrician classification under the Davis Bacon Building wage determination.**

**FINISHER & JOURNEYMAN (TILE, MARBLE AND TERRAZZO)**

Effective: 7-21-2016

| Classification:                            | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b> |
|--|-------------------------|-----------------------|
| <b>Finisher (Tile-Marble-Terrazzo)</b>     | \$20.87/hr              | \$8.42/hr             |
| <b>Journeyman (Tile, Marble, Terrazzo)</b> | \$26.83/hr              | \$8.48/hr             |

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

## **TRANSIT TECHNICIANS**

Last Revision: 12-18-2015

Transit Technician Series Effective: 12-01-16

Elevator Repairer Effective: 12-01-16

| <b><u>Classification:</u></b>      | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b>  |
|------------------------------------|-------------------------|--|
| <b>Transit Technician - Entry</b>  | \$24.34/hour            | \$7.08/hour  |
| <b>Transit Technician - Senior</b> | \$26.61/hour            | \$7.34/hour  |
| <b>Transit Technician - Lead</b>   | \$27.82/hour            | \$7.48/hour  |
| <b>Elevator Mechanic/Repairer</b>  | \$42.35/hour            | \$35.72/hour (< 5 yrs. service)<br>\$36.58/hour (> 5 yrs. service) |

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

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

**Transit Technician-Senior:** This is a full performance level class performing various corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro-mechanical, hydraulic, and pneumatic nature; monitors the transit system via a central computer system to make automated adjustments in the operation and maintenance of the transit system.

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

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

## TREE TRIMMERS

Last Revision: 10-15-2009

Effective: 10-15-2010

| Classification:     | <u>Base Wage</u> | <u>Fringes</u> |
|---------------------|------------------|----------------|
| <b>Tree Trimmer</b> | \$16.77/hour     | \$2.48/hour    |

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

## WINDOW CLEANERS

Last Revision: 2-18-2016

Effective: 12-01-2016

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

### Benefits/Overtime

|                    |  |
|--------------------|--|
| Parking            | With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month. |
| Shift Differential | \$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)  |
| Overtime           | One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.   |
| Lunch              | Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.   |
| Lead Work          | \$1.25 per hour above highest paid employee under supervision  |
| High Work          | \$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)   |
| Training           | \$0.25 per hour  |
| ECOPASS            | The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.   |

Note:

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

**PEST CONTROLLER**

Last Revision: 9-3-2015  
Effective Date: 08/18/2016

| Classification:        | <u>Base Wage</u> | <u>Fringes</u> |
|------------------------|------------------|----------------|
| <b>Pest Controller</b> | \$20.41/hour     | \$6.63 /hour   |

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