

## **About Denver Parks and Recreation**

### **Parks**

The City of Denver provides over 200 city and mountain parks, and several more rivers and trail areas for the enjoyment of residents and visitors year round. Some of the parks also host major public events during the year such as, Cinco de Mayo, jazz concerts and more.

From hikers, to volleyball players, to picnickers, bike riders and even the family dog, Denver's parks serve our diverse citizens and neighborhoods with trees, flowers, trails, ponds or lakes, picnic areas, play grounds, activities and a variety of attractions and events. The mountain parks offer pleasant retreats into nature and history, and an opportunity to explore the edges of wilderness. Our parks are also the sites of monuments and fountains, public art, historical artifacts and architectural treasures put in place to commemorate great people and important times in history.

The parks are also highly valued by citizens for their accessibility and environmental sustainability. Special programs involving the public and civic leaders helps to ensure responsible usage, conservation, management of concessions and more. Our programs include activities for volunteers and assistance with trees citywide (Forestry).

### **Urban Parks**

- Over 250 urban parks and parkways, equaling over 4,300 acres of green space
- Over 285 athletic fields permitted for activities such as sand volleyball, soccer, football, tennis, baseball, softball, and rugby
- 4 skateparks and one urban terrain park offer skateboarding or snowboarding

### **Mountain Parks**

Over 14,000 acres of mountain parks including:

- Red Rock's Amphitheater
- The Buffalo Bill Museum
- Genesee Ropes Challenge Course
- A Braille trail
- Elk and bison herds

### **Natural Areas/Open Space**

- Over 1,700 acres of urban native areas including a weed-eating goat herd

### **Lakes and Trails**

- 24 lakes that offer fishing and some boating activities, including paddle boat rentals at two lakes & along Cherry Creek
- Over 85 miles of multi-purpose urban trails



## **Recreation**

Recreation centers offer affordable facilities, programs and activities to residents and visitors year-round.

Over 1,000 organized classes and activities are going on at any given time and offer aquatics, arts & crafts, cultural & social activities, fitness & sports, health, special events & tours and more. The schedule is organized for children, youth, adults, seniors, and special needs groups for maximum enjoyment. Participants may enroll in classes or use facilities on a day basis or by buying a membership.

The recreation centers are also an ideal place to find out about city or neighborhood-sponsored special events and the City Wide Sports program that offers competition to Youth and Adults. Facilities at recreation centers include multi-purpose rooms, exercise rooms, weight-rooms, dance spaces, pools, basketball/tennis courts, playgrounds, athletic fields, running track and more. The facilities are also available for rental.

### **Recreation Facility Facts**

- 26 recreation centers offering programs in cultural arts, sports & fitness, social enrichment, outdoor education, and events for youth and adults of all ages
- 16 outdoor pools and 12 indoor pools, including children's spraygrounds, lap and therapy pools
- 27 after school sites with programs and facilities for school-age kids
- 7 public golf facilities with one 27-hole regulation course, six 18-hole regulation courses

## **Sports**

The thrill and challenge of being in competition and having fun is the central purpose of Denver's seasonal sports programs.

Over 150 classes and recreation-center-based competitions are offered in addition to the City Wide Sports program, where adults or youth can compete in more than ten sports. The combination of sports, classes, organized leagues and age groups provide great opportunities for everyone. There are so many sports activities, the demand for coaches and officials is high! Training and certification for officials are available too.

- 961 youth and adult sports teams in leagues
- 285 athletic fields

## **Golf**

Seven public golf courses offer many exciting programs, in addition to driving ranges and club houses that make your golfing experience mile-high-marvelous!

Lessons, leagues, tournaments, club-building and repair, a year-round juniors program (First Tee of Denver) and a caddie program can interest beginners and experienced players alike in Denver's varied and accessible courses. The best way to start is to visit one of our courses to see the facilities and sign up for a program.

All seven courses are officially open from daylight until dark all year (weather permitting) except Christmas Day. Reservations can be made online or over the telephone one day in advance. With a reservation card you can buy for \$10 at the City Park, Wellshire or Willis Case golf courses - you can make reservations seven days in advance at those courses, if you are a city resident (five days if a non-resident).



CONTRACT SERVICES AGREEMENT  
"On-Call Services"

THIS AGREEMENT is made and entered into this 5th day of OCTOBER, 2010 ("Effective Date"), by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City") and SWINGLE, INC., d/b/a Swingle Lawn, Tree & Landscape Care, a Colorado corporation, whose address is 8585 East Warren Avenue, Denver, Colorado 80237 (the "Contractor"), individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS:

A. The City has identified a need for a qualified contractor to perform, as assigned, forest restoration and fuel management services within Denver Mountain Parks property on an "on-call" or "as needed" basis (the "Work").

B. The City has issued a Request for Proposals ("RFP") for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required, on an "on-call" or "as needed" basis, for the Work.

C. Responses to the RFP have been received, and the Department of General Services and the Department of Parks and Recreation have concurred, based on the qualified proposals, to enter such a contract for the Work.

D. Said Contractor is now willing and able to perform said Work on an "on-call" or "as needed" basis in accordance with the RFP, its qualifications submittal, and its proposal and subject to the terms and conditions as specified in this Agreement.

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. Forest Restoration and Fuel Management Services: The Contractor agrees to perform, as assigned, forest restoration and fuel management services within the Denver Mountain Parks property, on an "on-call" or "as needed" basis. The Contractor shall diligently and skillfully perform these assigned forest restoration and fuel management services 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 and executed

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Work Orders, the Contractor shall promptly initiate and complete the assigned tree maintenance services during the specified time periods at the locations identified (the "Work Projects").

**B. Oversight:** The Contractor shall conduct the Work under the general direction of and in coordination with the Manager of the Department of Parks and Recreation or other designated supervisory personnel (the "Manager") and make every reasonable effort to fully coordinate Work Projects 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 tree maintenance services for which the City may contract. The City may have entered agreements with other contractors to perform the same or similar tree maintenance services and reserves the right to select, at the discretion of the Manager, the contractor which is the most cost effective, best suited, and/or most readily able to perform a specific Work Project.

**D. Work Project Process:** As the Manager determines the need and availability of funding for each Work Project, the City will issue a Work Order to the Contractor detailing the scope and location of services to be provided, with a specified amount to be paid to the Contractor (the "Work Project Amount") based on the Unit Price List submitted by the Contractor on the individual bid items contained in Exhibit A or as said bid item prices were modified in consultation with the City prior to entering this Agreement. Exhibit B attached to this Agreement and incorporated herein by reference substantially reflects the form of the Work Order and Work Order Change to be issued by the City. Exhibit C attached to this Agreement and incorporated herein by reference contains the final Unit Price List, which the Contractor acknowledges and affirms that the City may rely upon in the preparation of Work-Orders as provided herein. Following receipt of the issued Work Order, the Contractor shall, within two (2) business days 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 to the Department of Parks and Recreation employee indicated on the Work Order as to the Contractor's ability to initiate and complete the Work Project in the timeframes specified in the Work Order. The Contractor assumes all responsibility and risks,



including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the Work Project Amount. Confirmation includes, but is not restricted to, inspections of the Work Project site and inquiries with the Department of Parks and Recreation as to any directions or specifications in the Work Order that are not clear. If the Contractor fails to contact the indicated Department employee within two (2) days following receipt of the issued Work Order and state unequivocally that the Contractor is ready and willing to perform the Work Project in the manner and timeframes indicated on the Work Order, the City reserves the right to immediately withdraw the issued Work Order. Upon the Contractor's positive response to the Work Order, the Contractor and the City shall finalize and execute the Work Order for the Work Project. The City will not execute the Work Order unless any additional material terms beyond those specified in the issued Work Order and associated changes to the Work Project Cost are deemed acceptable by the Manager and incorporated into the Work Order and until funding adequate to cover the entire Work Project Amount has been appropriated.

E. Work Order Change: If, after execution of a Work Order and commencement on the Work Project, additions, deletions or modifications to the Work described in the Work Order, along with any associated changes in the Work Project Amount, are required by the City or are requested by the Contractor and approved in advance by the Manager, a Work Order Change, in substantially the form as set forth in Exhibit B attached to this Agreement and incorporated herein by reference, may be issued in accordance to the same standards and procedures prescribed for Work Orders. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance to the same standards and procedures prescribed for Work Orders, and notify the Department that the Contractor is ready and willing to perform the Work Project in the manner and timeframes as modified by the Work Order Change. The City will not execute the Work Order Change unless any material changes proposed by the Contractor to the terms of the issued Work Order and/or additions to the Work Project Amount are deemed acceptable by the Manager and incorporated into the Work Order Change and until funding adequate to cover the entire Work Project Amount, if modified, is available.

F. Time is of the Essence: Work Projects are often time sensitive, involving emergency situations where downed tree limbs are blocking rights-of-way or other passages or seasonally limited timeframes for pruning trees or removing trees so that replacement trees may



be planted. 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 issued Work Orders; 2) in inspecting the Work Project sites; 3) in evaluating the Contractor's ability to initiate and complete the Work Project in the manner and within the timeframe specified in the Work Order; 4) in confirming the Work Project Amount; 5) in responding to the Department of Parks and Recreation; 6) in executing the Work Order; 7) in initiating, making good progress, and completing the Work Project; and 8) requesting or responding to a Work Order Change in a timely and proper manner, all within the timeframes specified in the Work Order or the Work Order Change. Failure or refusal by the Contractor to confirm and execute a Work Order or Work Order change or to initiate, make good progress, or complete Work for an executed Work Order or Work Order Change within specified timeframes may result, at the discretion of the Manager and with very short notice, in the withdrawal of the Work Order and/or the Work Order Change. Flagrant or persistent problems with the Contractor performing obligations as specified herein may result in termination of this Agreement as provided in paragraph 5.C. below and/or, for failure to perform or substantially perform an executed Work Order or Work Order Change within specified timeframes or in accordance with the Work Order or Work Order Change, in the assessment of liquidated damages as provided in paragraph 5.E below.

**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 Work Order. The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. The Work shall be undertaken by workers skilled, proficient, and experienced 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 City 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 City 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 City.

**B. Permits and Licenses:** Any tasks specified under this Agreement which require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. The Contractor shall obtain, at its own expense, and maintain all permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work and 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. 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. 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 Manager may, at the Manager'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 City, state or federal 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, movement, and use 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:

A. Basic Term: The term of the Agreement is from the Effective Date of the Agreement to December 31, 2011, unless terminated earlier as provided in this Agreement or unless extended as provided in this paragraph ("Term"). If the term of any Work Order or Work Order Change extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Work Order or Work Order Change.



B. Limited Term Extension: Provided that this Agreement has not been terminated as provided herein and the Contractor is not in breach of the terms and conditions of this Agreement and provided the Contractor provides satisfactory evidence that the insurance requirements of paragraph 8 of this Agreement will continue to be satisfied and that the surety required in paragraph 11 of this Agreement will be renewed or acceptably replaced, the Manager and the Contractor may mutually agree to execute a letter agreement to extend the term of this Agreement for one year beyond the expiration date stated above, subject to the same terms and conditions set forth in this Agreement; provided that that the Unit Price List attached as Exhibit C may be modified as agreed by the Manager and Contractor in the letter agreement; and provided further that the Maximum Contract Amount stated in subparagraph 4.A below shall not be exceeded under any circumstances ("Extension Amendment"). No more than two (2) one-year Extension Amendments may be entered. Any other amendments to this Agreement, other than Extension Amendments, shall conform with the requirements of paragraph 19 of this Agreement.

**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 Two Hundred Twenty Thousand Dollars (\$220,000.00), unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that Work Orders with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to or executed with the Contractor. Issued Work Orders or Work Order Changes 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. Condition of Payment. A fully executed Work Order or Work Order Change shall be a condition precedent to any obligation for the City to make payment for Work performed by the Contractor. Payment shall be made upon satisfactory completion of a Work Project in accordance with the executed Work Order or any executed Work Order Change and this Agreement. The request for payment submitted by the Contractor must fully document and



itemize the Work rendered; all equipment, supplies, materials, and labor utilized; and the actually incurred costs as authorized under the Unit Price List in Exhibit C. The request for payment shall affirmatively represent that: i) all of the Work specified in the Work Order and any Work Order Change has been fully performed and completed; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of paragraph 13 below have been fully complied with; and iii) 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 is hereby deemed to contain them. The request for payment must be approved by the Manager in writing in order to be eligible for compensation under this Agreement.

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, including an Extension Amendment under paragraph 3 of 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 or an Extension Amendment under paragraph 3 is performed at Contractor's risk and without authorization under this Agreement.

5. **TERMINATION & REMEDIES:**

A. Termination for Convenience of the City: The Manager, 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 Manager. To the extent that the Contractor has initiated or completed Work on an executed Work Order or Work Order Change for which the Contractor has not yet been compensated in accordance with this Agreement, the Work required under the Work Order or Work Order



Change shall be completed and such compensation for all such authorized Work shall be paid to the Contractor in accordance with this Agreement.

B. Termination for Convenience of the Contractor: 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 executed Work Order or Work Order Change which will extend beyond the end of the ninety (90) calendar days, the Contractor shall fully and faithfully complete the Work Project, unless the Manager determines (in the Manager's discretion) to withdraw the Work Order or Work Order Change, in which case compensation for all authorized Work performed prior to the date of withdrawal set shall be paid to the Contractor.

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 Manager may, at the Manager's option, either terminate this Agreement or withdraw a Work Order or Work Order Change, with cause, upon written notice to the Contractor:

- 1) The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement or under any Work Order or Work Order Change executed under this Agreement, including the due diligence obligations set forth in paragraph 1 of this Agreement or the Work methods under paragraph 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, or strike at a manufacturer or supplier for the Work Project;

- 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 paragraph 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 Manager'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 Manager;

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 Manager 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 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

11) 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 Work Order or a Work Order Change by the City, with cause, under subparagraph 5.C above, the Contractor shall be compensated for the Work that the Manager 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 subparagraph 5.E below; 2) the costs of releasing any liens related to the Contractor's Work; and 3) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work or to repair or replace any damaged or lost property caused 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 Breach of the Contractor; and c) recovery of costs incurred by the City itself in paying for the release of liens related to the Contractor's Work or in completing or rectifying the Contractor's Work or in retaining and compensating another contractor to complete or rectify the Contractor's Work, to the extent not covered in subparagraph 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 Work Orders or Work Order Changes executed with and 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 Manager determines, for a Breach of this Agreement under subparagraph 5.C.1) above, to withdraw an executed a Work Order or a Work Order Change, the Contractor shall be liable to the City for liquidated damages in the amount of one hundred dollars (\$100.00) per day, calculated from the day that the Manager issues notice to the Contractor of a Breach under subparagraph 5.C.1) through the day that a new Work Order or Agreement is executed with another contractor to perform the Work Project which was the subject of the withdrawn Work Order or Work Order Change or upon termination of the Work Order or Work Order Change, as so determined by the Manager. 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 Work Orders and Work Order Changes 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 as described in Section 9.1.1.E.x. of the Charter of the City, 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. 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.

**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. The Contractor certifies that the certificate of insurance attached as **Exhibit D**, 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 and Business Automobile Liability, the Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. Waiver of Subrogation:** For all coverages, the 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 Consultant. The Contractor shall include all such subcontractors and subconsultants 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. The 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: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The 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 the 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 and Excess Liability, the policies must provide the following:
  - (i) That this Agreement is an Insured Contract under the policy;
  - (ii) Defense costs in excess of policy limits;



(iii) A severability of interests, separation of insureds or cross liability provision; and

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

(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) 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 sub-consultants 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 Seventeen Thousand Five Hundred Dollars (\$17,500.00) (the "Surety"). Bonds must be substantially in the form specified in **Exhibit E**, 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 Manager, 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 initial Term of the Agreement and during the Term of any Extension Amendment and for a ninety (90) day period after the expiration or termination of this Agreement and any warranty period or other period prescribed by law. Satisfactory proof of renewal or acceptable replacement must be provided to the Manager at least sixty (60) days prior to the date of expiration or termination of the Surety. The City reserves the right to require the Contractor to increase the amount of the Surety coverage if the total dollar amount of active and/or pending Work Orders or Work Order Changes exceeds the Surety coverage specified in this paragraph, in which event the City agrees to reimburse the Contractor 1.5% of the increased amount of Surety coverage or the actual cost to the Contractor for obtaining the increased Surety coverage, whichever is less. 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. TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, 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 furnished by any person or legal entity to or on behalf of the User, 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's obligations set out in this paragraph shall survive the termination of this Agreement.

**14. COMPLIANCE WITH LAW:**

**A. Basic Requirements:** The Contractor shall comply with all applicable laws of the United States, the State of Colorado, and the Charter and Ordinances of the City and County of Denver, and all rules and regulations issued pursuant thereto, including Article IV (Tree Service) of Chapter 57, D.R.M.C.



B. 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, 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. 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.

16. ASSIGNMENT & SUBCONTRACT: The Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the Manager. Any assignment or subcontract approved by the Manager may require new or extended payment and performance bonds being provided the Contractor or the Contractor's assignee or subcontractor, as specified in the Manager's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations hereunder without such prior written consent of the Manager may, at the option of said Manager, terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager.



17. **NO THIRD PARTY BENEFICIARY:** The Parties understand and expressly agree that 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, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

18. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

19. **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 amendment hereto shall have any force or effect, unless embodied in this Agreement in writing. Except as provided in paragraph 3 of this Agreement, no subsequent novation, renewal, addition, deletion, or other amendment shall have any force of effect unless embodied in a written amendment to this Agreement executed by the Parties in the same manner as this Agreement. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

20. **SEVERABILITY:** The Parties agree that 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 of the State of Colorado or the federal government, 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, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

21. **CONFLICT OF INTEREST:**

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



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

22. **NOTICES & WORK ORDERS:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

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

And by the City to: Swingle, Inc.  
8585 East Warren Avenue  
Denver, Colorado 80237

All notices shall be in writing and provided by either personal delivery or certified mail, return receipt requested. All notices are effective upon personal delivery or upon placing the notice the United States mail.

Work Orders and notices related to Work Orders, including but not limited to responses by Contractor to issued Work Orders, modifications to issued Work Orders, withdrawals of Work Orders, and executed Work Orders, may be delivered by means of facsimile transmission or email. For this purpose, the Contractor's fax telephone number is (303) 337-0157 and its email address is info@swingletree.com. For this purpose, the City's fax telephone number is (303) 697-8851 and its email address is andrew.perri@denvergov.org.

23. **DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by 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 Manager of the Department of Parks and Recreation.

24. **GOVERNING LAW; VENUE:** This Agreement shall be construed and enforced in accordance with 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. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

25. **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.

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

27. **PREVAILING WAGES:**

A. Employees of the Contractor or the Contractor's subcontractors may be subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages, if any, required by the Statement of Work of the Contractor or the Contractor's subcontractors. The prevailing wages provisions are applicable to all contracts in excess of two thousand dollars (\$2,000.00).



B. The Contractor shall pay every Covered Worker, as defined in § 20-76(a) D.R.M.C., a living wage as provided in § 20-76, D.R.M.C. A copy of the applicable prevailing wage rate schedule is attached as Exhibit F and incorporated herein by reference.

C. In accordance with § 20-76(b) and (d), D.R.M.C., the following mandatory provisions are included:

1) The minimum wages to be paid for every Covered Worker shall be not less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.

2) The Contractor or its subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid or proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary date of the contract. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

3) The Contractor and its subcontractors shall pay all Covered Workers at least once a week the full amounts of wages accrued at the time of payment, except that the contractor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.

4) The Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all subcontractors working under the Contractor.



5) If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

6) The Contractor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker for the period covered by the payroll.

7) The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

8) If any Covered Worker employed by the Contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the Work to completion by contract or otherwise, and the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

**28. 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 Contractor from submitting bids or proposals for future contracts with the City.

**29. 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, do hereby warrant and guarantee 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.

**30. 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.

**31. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of Paragraphs 1 through 36 which precede the signature page ("Agreement Text"), and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Statement of Work
Exhibit B	Work Order Form
Exhibit C	Unit Price List
Exhibit D	Certificate(s) of Insurance
Exhibit E	Payment and Performance Bond Form
Exhibit F	Prevailing Wage Rate Schedules

In the event of (i) an irreconcilable conflict between a provision of the Agreement Text and any of the listed exhibits or attachments or among provisions of any exhibits or attachments, such



that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Agreement Text  
Exhibit D, E and F  
Exhibit A  
Exhibit C  
Exhibit B

32. **SURVIVAL OF CERTAIN PROVISIONS:** The Parties understand and agree that all 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 for the provision of 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.

33. **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.

34. **PARAGRAPH 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.

35. **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 signatories of the City and County of Denver.

36. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and

year first above written.

ATTEST:



Stephanie Y. O'Malley  
STEPHANIE Y. O'MALLEY, Clerk and  
Recorder, Ex-Officio Clerk of the  
City and County of Denver

CITY AND COUNTY OF DENVER

By: [Signature]  
MAYOR

RECOMMENDED AND APPROVED:

By: [Signature]  
Manager of Parks & Recreation

APPROVED AS TO FORM:

DAVID R. FINE, Attorney  
for the City and County of Denver

By: Pat A. W.  
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: Claude J. Sumalia  
Manager of Finance

Contract Control No. OC02145

By: [Signature]  
Auditor

"CITY"

SWINGLE, INC., d/b/a Swingle Lawn,  
Tree & Landscape Care

Taxpayer (IRS) Identification Number  
84-0510400

By: Terry Schrader  
Name: Terry Schrader  
Title: Sales Manager

"CONTRACTOR"



## EXHIBIT A

### STATEMENT OF WORK AND TECHNICAL REQUIREMENTS

#### BACKGROUND:

This Statement of Work and Technical Requirements pertain to on-call services related to forest restoration and fuel management in the City's Mountain Parks. These services include tree removal, log accumulation and storage, wood waste scattering on public property, and waste removal for forest fuel management, as designated by the Mountain Parks Superintendent or his/her authorized representative.

#### GENERAL SPECIFICATIONS:

1. The Contractor is required to provide the necessary labor, tools, equipment and supplies to perform the required services.
2. All tree removal practices will be in accordance with the American National Standards Institution (ANSI) Z133.1-2000 Tree Care Operations, A300-2001 Pruning and Removal Specifications, and current Parks and Recreation 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 removal practices are not in accordance with ANSI A300-2001 standards or to the reasonable satisfaction of the Mountain Parks Superintendent and/or his/her representative, a Work Order may be cancelled and the associated Work Project may be re-assigned to another contractor.
3. Applicable under this Agreement: B175.1-2000, Gasoline Powered Chain Saws, Safety Requirements, Z87.1-2003, American National Standard for Occupational and Educational Eye and Face Protection Devices; joint standard with the International Safety Equipment Association (ISEA), Z89.1-2003, American National Standard for Industrial Head Protection; joint standard with the International Safety Equipment Association (ISEA).
4. 29 CFR § 1910.266 (OSHA – Logging Operations) is applicable under this Agreement.

#### PERSONNEL:

1. All workers shall be adequately and properly trained to perform their work properly and safely.
2. A qualified supervisor or foreman shall be present at the site when work is being performed. At least one member of the on-site team must be fluent in English and able to answer questions or concerns from the Mountain Parks Superintendent.



#### 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. Under no condition shall it be considered proper to leave the site with severed or partially cut trees standing.
3. Whenever larger tree sections are being cut in a tree which may endanger the public or property, such materials shall be secured by ropes and lowered safely in a controlled matter.
4. Any injury to person or damage to any improvement, vehicle, tree, or structure located upon or underneath any PUBLIC OR PRIVATE ROAD shall be promptly reported to the Mountain Parks Superintendent and arrangements 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 Mountain Parks Superintendent and to the property owner, and arrangements made to make restitution or repairs. If the Contractor fails to act promptly, the City will contact the Contractor's surety bond or insurance company, as appropriate. The City reserves the right to withhold a portion or the entire payment until Contractor can provide proof that restitution or repairs have been made.

#### EQUIPMENT:

The Contractor's business name and phone number shall be posted in letters and numbers not less than two inches in height, on a contrasting background, on the two sides of ALL vehicles, trailers, self-propelled, drawn, or towed equipment operated by the Contractor for use in any 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 sixty (60) feet. Failure to post aforementioned signage on vehicles and equipment can be grounds for agreement termination and license revocation, if applicable.

#### COMPLETION SCHEDULE:

Work shall be completed no later than the completion date specified in the Work Order, weather permitting and subject to any time extensions that the Parks Manager may grant in writing. The Contractor is obligated to exercise due diligence in making good progress on the work and within the specified time period. If the assigned contractor is unable to perform the work within the time frame allotted, the contractor is obligated to notify the issue of the Work Order and may be subject to re-assignment of the work.



## LICENSES AND PERMITS:

The Contractor is responsible for obtaining all required permits and paying any costs associated with these permits before commencing work. Street occupancy, lane/street closure permits and rules associated with street/traffic permits shall be obtained through the government for the county in which this activity will occur. Obtaining these permits and any associated costs are the responsibility of the Contractor.

## BARRICADES:

1. Costs of barricades and warning devices and signage will be the responsibility of the Contractor.
2. Adequate barricades and warning devices and signage shall be furnished and placed as necessary for the safety of persons and vehicles. Applicable laws and rules for the type, placement and maintenance of such barricades and warning devices and signage must be followed, as well as applicable Colorado State Highway Department regulations.
3. Road and sidewalk warning devices shall be in position as required when work is being performed on trees near roads.
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.

## CLEAN-UP:

Cleanup and disposal of branches, logs, or any other debris resulting from any tree service operation shall be promptly and completely accomplished as specified in the Technical Specifications below or as otherwise specified by the Work Order. Tree debris shall be disposed of in an appropriate manner. The work area shall be kept safe at all times until the cleanup operation is completed. Under no condition shall the accumulation of bushes, limbs, logs or other debris be allowed upon a public road right-of-way that may result in a public hazard.



## **TECHNICAL SPECIFICATIONS FOR FOREST FUEL MANAGEMENT IN MOUNTAIN PARKS**

The following items (1, 2 and 3) involve the selective removal of trees on Denver Mountain Parks properties. This work will occur entirely on Denver Mountain Parks properties. The work outlines treatments for 200 acres, most of which will be in forest restoration treatments, with a smaller portion in development of shaded fuelbreaks. It is anticipated that a 3 – 4 person crew can treat about 2.5 acres per week. A schedule will be developed based on which areas are accessible early in the season, and reported benchmarks will be based on total acres treated in each report time period.

A likely set of target areas is described below, but final treatment areas will be subject to discussion with the appropriate fire protection district and review by the professional forester hired to oversee the work. Work to be performed this Agreement is contingent upon availability of funds. Work orders will not be issued until the funding is available.

Proposed work locations include, but are not limited to:

- a. Genesee Park – Treat 110 acres below Rainbow Hills and Moss Rocks subdivisions via a forest restoration treatment. This area is a steep, heavily forested northeast-facing slope.
- b. Lookout Mountain Park – Treat 25 acres near the Buffalo Bill Historic Site via a forest restoration treatment. This area is a steep, heavily forested northeast-facing slope.
- c. Pence Park – Treat 65 acres in Clear Creek County via a shaded fuelbreak treatment. This area contains steep, north and east-facing slopes.

### **Item number 1: Forest Restoration in Operable Areas**

1. All trees to be removed will be marked by the City.
2. Forest Restoration description: This treatment aims to open forest canopy in critical areas where dense forest and closed canopies threaten nearby residences. This treatment will involve extensive thinning of the dominant species (Ponderosa or Lodge Pole Pine) and will selectively leave Douglas Fir, Limber Pine, Aspen and Blue Spruce, if any.
3. All trees marked for removal shall be cut to a stump less than six (6) inches in height. Trunk sections over eight (8) inches in diameter must be cut into sections twelve (12) feet long and stockpiled in designated areas. Limbs and portions of trunk less than eight (8) inches in diameter must be chipped and scattered on site.
4. Work timeline shall be March through October 2010 and March through August 2011. These estimates are based on normal spring and fall weather patterns and may vary to ensure safe working conditions. All work must be completed no later than August 15, 2011.

### **Item number 2: Forest Restoration in Inoperable Areas**

1. All trees to be removed will be marked by the City.



2. Forest Restoration description: This treatment aims to open forest canopy in critical areas where dense forest and closed canopies threaten nearby residences. This treatment will involve extensive thinning of the dominant species (Ponderosa or Lodge Pole Pine) and will selectively leave Douglas Fir, Limber Pine, Aspen and Blue Spruce, if any.
3. All trees marked for removal shall be cut to a stump less than six (6) inches in height. Trunk sections over eight (8) inches in diameter must be cut into sections no longer than six (6) feet and left on-site. Limbs and portions of trunk less than eight (8) inches in diameter must be lopped and scattered on-site.
4. Work timeline shall be March through October 2010 and March through August 2011. These estimates are based on normal spring and fall weather patterns and may vary to ensure safe working conditions. All work must be completed no later than August 15, 2011.

**Item number 3: Shaded Fuelbreaks in Operable Areas**

1. All trees to be removed will be marked by the City.
2. Shaded Fuelbreak description: the goal of this treatment is to improve the ability of forested access roads in the Mountain Parks to act as shaded fuelbreak zones where possible. Reducing the forest canopy along roads enhances the effectiveness of the physical canopy break the road provides, as well as critical safety factors along likely evacuation and emergency access routes.
3. All trees marked for removal shall be cut to a stump less than six (6) inches in height. Trunk sections over eight (8) inches in diameter must be cut into sections twelve (12) feet long and stockpiled in designated areas. Limbs and portions of trunk less than eight (8) inches in diameter must be chipped and scattered on site.
4. Work timeline shall be March through October 2010 and March through August 2011. These estimates are based on normal spring and fall weather patterns and may vary to ensure safe working conditions. All work must be completed no later than August 15, 2011.



**EXHIBIT B**

**WORK ORDER FORM**

**WORK ORDER CHANGE FORM**

(Attached as separate sheets)



# WORK ORDER PROJECT NAME:

WO Date: \_\_\_\_\_ Response to be provided within 2 days following date of this Work Order

CITY AND COUNTY OF DENVER, DEPARTMENT OF PARKS AND RECREATION, P.O. Box 1007, Morrison, CO 80465, 303-697-4545, FAX 303-697-8851; Dept. Contact: \_\_\_\_\_

CONTRACTOR:  
CONTRACT NO.:

WORK ORDER NUMBER:  
FUND / ORG NUMBER:

It is hereby mutually agreed that when this WORK ORDER has been signed by the contracting parties, the following described scope of work shall be executed by the contractor in accordance with all contract documents and as herein stipulated and agreed:

Scope of work to be performed:

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Location: \_\_\_\_\_

The sum, as indicated herein below, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the above described scope of work to the contract.

**THE CONTRACTOR AGREES** to furnish all material and labor and perform all work required to complete the above described changes in accordance with requirements for similar work covered by the Work Order, except as otherwise stipulated herein, for the following considerations:

The lump sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Work Order Duration Time: \_\_\_\_\_ Calendar Days. Begin Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Accepted for Contractor by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
PRINT AND SIGN NAME

## COST SUMMARY FOR CONTRACT NO. OC

Previous Work Orders	\$
Previous Work Order Change Additions	\$
<b>SUB-TOTAL</b>	\$
Previous Work Order Change Deductions	\$
Net Prior to this Work Order	\$
This Work Order - Add <Deduct>	\$
<b>TOTAL CONTRACT AMOUNT</b>	\$

## APPROVALS

Approved by Project Manager \_\_\_\_\_ Date \_\_\_\_\_

Approved by Mountain Parks Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Approved by Finance \_\_\_\_\_ Date \_\_\_\_\_

NOTE: No persons shall authorize or perform any of the above until the Work Order has all signatures and has been distributed. Fax completed work order form to 303-697-8851.

DISTRIBUTION: Mountain Parks, Finance



**WORK ORDER CHANGE****NAME OF PROJECT:**

WO Change Date: \_\_\_\_\_ Response to be provided within 2 days following date of this Work Order Change

CITY & COUNTY OF DENVER, DEPARTMENT OF PARKS AND RECREATION, P.O. Box 1007, Morrison, CO 80465,  
303-697-4545, FAX 303-697-8851; Dept. Contact: \_\_\_\_\_CONTRACTOR:  
CONTRACT NO.:WORK ORDER NUMBER:  
WORK ORDER CHANGE NO.:  
FUND / ORG NUMBER:

It is hereby mutually agreed that when this WORK ORDER CHANGE has been signed by the contracting parties, the following described changes shall be executed by the Contractor without changing the terms of the Contract except as herein stipulated and agreed:

Modifications to the Contract as described

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The additional sum, as indicated hereinbelow, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described changes to the work order, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, other consideration for the above described changes to the work order.

**THE CONTRACTOR AGREES** to furnish all material and labor and perform all work required to complete the above described changes in accordance with requirements for similar work covered by the Work Order, except as otherwise stipulated herein, for the following considerations:

Add to the Work Order the sum of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_).

Increase / Decrease the Work Order Completion Time \_\_\_\_\_ Calendar days. Revised Completion Date: \_\_\_\_\_

Accepted for Contractor by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
PRINT AND SIGN NAME**WORK ORDER NO. \_\_\_\_\_ COST SUMMARY**

Original Work Order Amount	\$
Previous Work Order Change Additions	\$
SUB-TOTAL	\$
Previous Work Order Change Deductions	\$ _____
Net Prior to this Work Order Change	\$
This Work Order Change - Add <Deduct>	\$
<b>REVISED TOTAL WORK ORDER AMOUNT</b>	<b>\$</b>

**COST SUMMARY CONTRACT NO. OC**

Total of All Work Orders Issued	\$
Total Previous Work Order Change Additions	
All Work Orders	\$
SUB-TOTAL	\$ _____
Total Previous Work Order Change Deductions	
All Work Orders	\$
Net Contract Amount Prior to this	
Work Order Change	\$
This Work Order Change - Add <Deduct>	\$
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$</b>

**APPROVALS**

Approved by the Project Manager \_\_\_\_\_ Date \_\_\_\_\_

Approved by Mountain Parks Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Approved by Finance \_\_\_\_\_ Date \_\_\_\_\_



**EXHIBIT C**  
**UNIT PRICE LIST**

1. Mountain Parks Forest Restoration – Operable Areas:  
Price Per Sq.Ft. BA Treated: \$22.75
2. Mountain Parks Forest Restoration – Inoperable Areas:  
Price Per Sq.Ft. BA Treated: \$17.40
3. Shaded Fuelbreak – Operable Areas:  
Price Per Sq.Ft. BA Treated: \$19.75
4. Bonding Costs to City: Zero Dollars

NOTE: Pricing is set per square foot of basal area (BA).



**EXHIBIT D**

**CERTIFICATE(S) OF INSURANCE**

(attached as separate sheets)



**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

9/30/2009

**PRODUCER**

an Gilder Insurance Corp.  
100 Broadway, Suite 1000  
Denver CO 80203

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE****INSURED**

Swingle, Inc.; Swingle Lawn, Tree and  
Landscape Care; Arborworks By Swingle  
8585 E. Warren Avenue  
Denver CO 80231

INSURER A: Travelers Indemnity Company (C

INSURER B: Pinnacol Assurance

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6306299L758PHX09	10/1/2009	10/1/2010	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8106299L758TIA09	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUP6299L758IND09	10/1/2009	10/1/2010	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4033574	10/1/2009	10/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	OTHER Herbicide & Pesticide Applicator Coverage Claims Made	6306299L758PHX09	10/1/2009	10/1/2010	\$1,000,000 Limit

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

As required by written contract or written agreement, the General Liability includes Blanket Additional Insured Endorsement. As required by written contract or written agreement, Blanket Waivers of Subrogation apply to the General Liability and Workers Compensation.  
The City and County of Denver is included as Additional Insured under General Liability, as required by written contract. Waivers of Subrogation in favor of the City and County of Denver apply with respect to the General Liability, Automobile Liability, and Workers' Compensation coverages, as required by written contract.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION 30**

City and County of Denver  
Dept of Parks & Recreation  
201 W. Colfax Avenue, #602  
Denver CO 80202-5328

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. \*EXCEPT 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



## EXHIBIT E

### 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.**, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Contractors Bonding and Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Washington, 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 Seventeen Thousand Five Hundred Dollars (\$17,500.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the 5th day of OCTOBER, 2010, 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. OC02145**, 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.

S:\Municipal\_Operations\WHEELER\PARKS & RECREATION\Agreements\Service Agreements\Tree Maintenance\Swingle On-Call DMP Tree Services Agreement 8-25-10.doc



IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this  
5th day of OCTOBER, 2010.

Attest:

\_\_\_\_\_  
Secretary

SWINGLE, INC.

Contractor

By: Terry Schroder

\_\_\_\_\_  
President

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney-In-Fact

(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:

David R. Fine, Attorney for the City  
and County of Denver

By: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

APPROVED FOR THE CITY AND  
COUNTY OF DENVER

By: \_\_\_\_\_

\_\_\_\_\_  
John W. Hickenlooper  
MAYOR

By: \_\_\_\_\_

\_\_\_\_\_  
Kevin Patterson  
MANAGER OF PARKS & RECREATION



**EXHIBIT F**  
**PREVAILING WAGE RATE SHEETS**

(attached as separate sheets)





**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**  
Denver's Human Resource Agency

201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Meredith Creme, Staff Human Resource Professional  
DATE: Friday January 15, 2010  
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, to fill in for missing rates from subsequent Heavy and Highway wage schedules, the Career Service Authority Board in their meeting held on November 3, 2005, approved to use the last comprehensive prevailing wage schedule for Heavy and Highway projects published on March 1, 2002. The missing rates will be provided as supplemental to the Davis Bacon Heavy and Highway rates issued by CSA.

With regards to the Building rates, the last comprehensive prevailing wage schedule for Building projects published, on November 9, 2001, will continue to be used to fill in for missing rates from subsequent Building Construction schedules. The missing rates will be provided as supplemental to the Davis-Bacon Building rates issued by CSA.

The effective date for this publication will be **Friday January 15, 2010** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO080012  
Superseded General Decision No. CO20070012

Modification No. 22  
Publication Date: 01-08-2009  
(12 pages)

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

Questions call (720) 913-5722

Attachments as listed above.



General Decision Number: CO080012 01/08/2010 CO12

Superseded General Decision Number: CO20070012

State: Colorado

Construction Type: Heavy

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

#### HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	04/04/2008
3	05/02/2008
4	06/06/2008
5	07/04/2008
6	08/15/2008
7	09/05/2008
8	10/03/2008
9	11/07/2008
10	12/05/2008
11	01/02/2009
12	03/20/2009
13	04/03/2009
14	05/01/2009
15	06/05/2009
16	07/03/2009
17	08/07/2009
18	09/11/2009
19	10/16/2009
20	11/13/2009
21	11/27/2009
22	01/08/2010

ASBE0028-001 07/01/2009

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 23.54	11.13

BRCO0007-004 01/01/2009

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND  
JEFFERSON COUNTIES



	Rates	Fringes
BRICKLAYER.....	\$ 22.95	9.07

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BRCO0007-006 05/01/2009

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 22.32	9.53

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ELEC0012-004 06/01/2009

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical work where the cost is \$150,000 or less....	\$ 22.85	10.79
Electrical work where the cost is over \$150,000.....	\$ 27.00	10.91

-----  
ELEC0068-001 06/01/2009

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	11.40

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\* ELEC0111-001 09/01/2009

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator-		
Underground.....	\$ 24.33	12.75%+4.75
Groundman.....	\$ 20.48	17.75%+4.75
Line Equipment Operator....	\$ 24.99	17.75%+4.75
Lineman and Welder.....	\$ 35.81	20.75%+4.75

-----  
ELEC0113-002 06/01/2009

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 28.80	3%+13.10

-----  
ELEC0969-002 06/01/2009



MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 21.31	8.92

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ENGI0009-001 05/01/2009

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 23.97	9.22
Blade: Rough.....	\$ 23.67	9.22
Bulldozer.....	\$ 23.67	9.22
Cranes: 50 tons and under..	\$ 23.82	9.22
Cranes: 51 to 90 tons.....	\$ 23.97	9.22
Cranes: 91 to 140 tons.....	\$ 24.12	9.22
Cranes: 141 tons and over...	\$ 24.88	9.22
Forklift.....	\$ 23.32	9.22
Mechanic.....	\$ 23.82	9.22
Oiler.....	\$ 22.97	9.22
Scraper: Single bowl under 40 cubic yards.....	\$ 23.82	9.22
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 23.97	9.22
Trackhoe.....	\$ 23.82	9.22

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IRON0024-003 11/01/2009

	Rates	Fringes
Ironworkers:.....	\$ 24.80	12.12
Structural		

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LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

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PLUM0003-005 08/01/2009

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 33.37	10.45

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PLUM0058-002 07/01/2009

EL PASO COUNTY



	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.55	11.45

-----  
PLUM0058-008 07/01/2009

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.55	11.45

-----  
PLUM0145-002 08/01/2009

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 24.00	9.70

-----  
PLUM0208-004 07/08/2009

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 33.30	10.52

-----  
SHEE0009-002 07/01/2009

	Rates	Fringes
Sheet metal worker.....	\$ 30.55	11.67

-----  
SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	

Carpenters:

Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37

Cement Mason/Concrete Finisher...	\$ 17.31	2.85
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IRONWORKER, REINFORCING.....	\$ 18.83	3.90
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Laborers:

Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21

Painters:

Brush, Roller & Spray.....	\$ 15.81	3.26
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Power equipment operators:

Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

-----  
TEAM0435-001 05/01/2000

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 14.21	5.27
Tandem/Semi and Water.....	\$ 14.93	5.27

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

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination



- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,



etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



Career Service Authority  
Supplemental to the Davis Bacon HEAVY Construction Projects  
(Specific to the Denver Projects)  
(Supp #44, Date: 01-15-10)

(The following rates are from the Fed/Davis Bacon/HEAVY & HIGHWAY  
Mod #0 Dated 03/01/2002 to fill in for missing rates from subsequent  
HEAVY Construction Schedules)

-----  
CARP2834A 05/01/2001

	Rates	Fringes
MILLWRIGHTS	22.22	5.84

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ELEC0111A 09/01/2001

	Rates	Fringes
LINE CONSTRUCTION:		
Cable Splicers	26.06	19.75%+2.20
Lineman, Gas Fitter/Welder	26.56	19.75%+2.20
Line Equipment Operator,		
Line Truck Crew	20.73	19.75%+2.20
Groundman	13.64	19.75%+2.20

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ENGI0009A 04/23/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES)		
GROUP 1	20.67	5.17
GROUP 2	21.02	5.17
GROUP 3	21.12	5.17
GROUP 4	21.37	5.17
GROUP 5	21.52	5.17
GROUP 6	21.67	5.17
GROUP 7	21.92	5.17

-----

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Brakeman  
GROUP 2 - Motorman  
GROUP 3 - Compressor  
GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form  
GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front  
End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic  
GROUP 6 - Mechanic Welder  
GROUP 7 - Mole

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ENGI0009B 04/23/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	18.52	5.17
GROUP 2	18.87	5.17



GROUP 3	19.22	5.17
GROUP 4	19.37	5.17
GROUP 5	19.52	5.17
GROUP 6	19.67	5.17
GROUP 7	20.43	5.17

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck

GROUP 4 - Cable operated power shovels, draglines, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; piledriver, tractor with sideboom, roto-mill and similar, welder

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic - welder (heavy-duty)

GROUP 6 - Cableway, derrick, quad nine



push unit, wheel excavator, belt or elevating loader

GROUP 7 - tower cranes all types

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IRON0024F 08/01/2001

	Rates	Fringes
IRONWORKERS:		
ORNAMENTAL	21.00	7.36

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LABO0086A 05/01/2001

	Rates	Fringes
LABORERS:		
GROUP 1	11.75	3.64
GROUP 2	15.10	3.64
GROUP 3	15.60	3.64

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 - including caissons to 8' carrying Reinforcing Rods; Dowel Bars; Fence Erectors; Fire Watchers on power plants and oil refineries; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; pipe plants and yards; Shrubs and flowers; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-~~Denver~~, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Boring Machines; Air Hydraulic Boring machines; Automatic Concrete Power Curbing Machines; Concrete Processing Material; form setters; Highways, Streets, and Airports runways; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil and Telephone Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzelmen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.



GROUP 3 - Plug and galleys in dams; Scalers; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement

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LABO0086B 05/01/2001

	Rates	Fringes
LABORERS: (TUNNEL)		
GROUP 1	15.05	3.64
GROUP 2	15.95	3.64
GROUP 3	16.05	3.64
GROUP 4	17.15	3.64
GROUP 5	17.10	3.64

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Gunniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

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LABO0086D 05/01/2001

	Rates	Fringes
LABORERS:		
Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste	18.45	3.64

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TEAM0435A 05/01/2000

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	14.21	5.27
GROUP 2	14.93	5.27



GROUP 3	15.27	5.27
GROUP 4	15.80	5.27
GROUP 5	16.45	5.27
GROUP 6	17.25	5.27

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1 Sweeper Truck, Flat Rack Single Axle and Manhaul,  
Shuttle Truck or Bus.

GROUP 2 Dump Truck Driver to and including 6 cubic yards, Dump  
Truck Driver over 6 cubic yards to and including 14 cubic  
yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle,  
Euclid Electric or Similar, Multipurpose Truck Specialty and  
Hoisting.

GROUP 3 Truck Driver Snow Plow.

GROUP 4 Cement Mixer Agitator Truck over 10 cubic yards  
to and including 15 cubic yards.

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

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# Lookout Mtn. ARRA Treatment Area



590 295 0 590 Feet





# Pence Mtn. Treatment Area

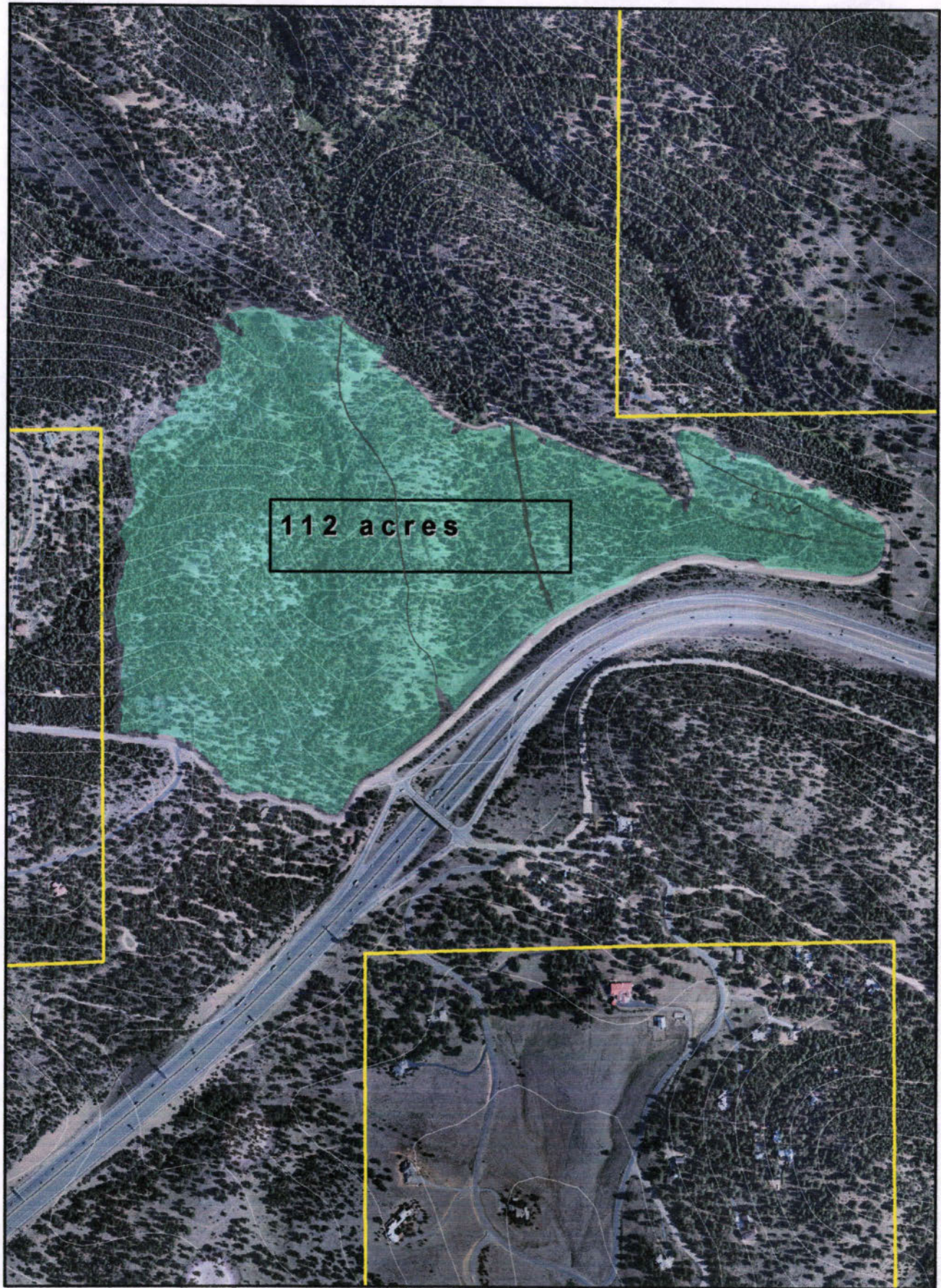


460 230 0 460 Feet





# Genesee Park



112 acres

880

440

0

880 Feet





# CSFS VEGETATION MANAGEMENT INSPECTION REPORT

PROJECT NAME: ARRA DMP - Genesee INSPECTION DATE: 3-4-11  
 CONTRACTOR: Denver Mtn / Swingle INSPECTING FORESTER: Bob Bundy

PROJECT WORK CATEGORIES	STATUS / NOTES
<b>A. PROGRESS:</b>	
1. Progress (ahead, on schedule, slow, no work)	On sched, need to chip Gen, then next proj (Lookout)
2. Percentage of project complete (acres, slash mang.)	90% + cut, chipped only about 5%
3. Contractor cutting to boundaries	yes
<b>B. PRESCRIPTION:</b>	
1. Tree selection (good, acceptable, poor)	Good, minor additional trees to cut pointed out
2. Ladder fuels trees and low limb treatment	Ladder fuels cut out, no limbing - not necessary
3. Snag selection, snags in safe locations	ok, few present anyway
4. Stump height	4-6" or less
<b>C. INSECT &amp; DISEASE:</b>	
1. Treatment eradicates mistletoe	little in Gen, primarily on west end
2. MPB/lps Beetle presence	not an issue, little to none
3. Beetle tree treatment type, done properly	Yes, N/A
<b>D. BIOMASS:</b>	
1. Contour log placement / spacing	Yes, very little done as few steep areas
2. Round wood piled properly	Yes
3. Chipping depth and distribution	Ok, little thus far
4. Wildlife piles construction and placement	Not yet, very little will be done (maybe on west end)
5. Burn piles construction and placement	No, none
6. Lop and scatter depth and distribution	Okay, only in steep areas <12" but not spread yet
7. Material in Right-Of-Way	All was removed
<b>E. BEST MANAGEMENT PRACTICES:</b>	
1. Weeds (equipment/treatment avoiding)	No chipper access yet
2. Damage from access, skidding, ruts	N/A
3. Adhering to safety requirements / fire precautions	Yes
4. Work site left clean	Yes
5. Spills (prevention, cleaning)	None, only saws
6. Damages to work area / residual trees	None
7. Proper equipment maintenance / location	Yes, saws only, chipper only on road/parkway lot
8. Access/Skid roads meet specs	N/A
9. Temporary Roads closed per specs	N/A
10. Landings (locations, construction, size)	N/A
11. Avoid/Protect streams, springs, wet meadows	Yes
12. Erosion - proper control / damages	None, contours when necessary
<b>OVERALL (meeting specs, what improvements are needed):</b> Very quick process with small crew (3 today). Few acres left. Will chip soon, as contractor schedules chip crew. Took photos along west end.	

Inspecting Forester: Bob Bundy Company Representative: \_\_\_\_\_

(Use back of form for additional comments, sketch maps, notes, etc.)



# CSFS VEGETATION MANAGEMENT INSPECTION REPORT

PROJECT NAME: ARRA DMP - Genesee INSPECTION DATE: 1-18-11  
 CONTRACTOR: Denver MP / Swingle INSPECTING FORESTER: Bob Bundy

PROJECT WORK CATEGORIES	STATUS / NOTES
<b>A. PROGRESS:</b>	
1. Progress (ahead, on schedule, slow, no work)	Slow - weather / holidays, but now working quickly
2. Percentage of project complete (acres, slash mang.)	≈ 50% of Gen cut, only ≈ 5% chipped
3. Contractor cutting to boundaries	Yes
<b>B. PRESCRIPTION:</b>	
1. Tree selection (good, acceptable, poor)	Good
2. Ladder fuels trees and low limb treatment	ladder fuel trees cut
3. Snag selection, snags in safe locations	few, but will leave good candidates
4. Stump height	Good < 4"
<b>C. INSECT &amp; DISEASE:</b>	
1. Treatment eradicates mistletoe	None in work area
2. MPB/lps Beetle presence	Not an issue
3. Beetle tree treatment type, done properly	" " "
<b>D. BIOMASS:</b>	
1. Contour log placement / spacing	N/A, not necessary in current area
2. Round wood piled properly	Yes
3. Chipping depth and distribution	Yes, not much yet
4. Wildlife piles construction and placement	N/A
5. Burn piles construction and placement	N/A
6. Lop and scatter depth and distribution	None in current area
7. Material in Right-Of-Way	None, chipped by road
<b>E. BEST MANAGEMENT PRACTICES:</b>	
1. Weeds (equipment/treatment avoiding)	No equip on site yet
2. Damage from access, skidding, ruts	N/A
3. Adhering to safety requirements / fire precautions	Yes
4. Work site left clean	Yes
5. Spills (prevention, cleaning)	None
6. Damages to work area / residual trees	None
7. Proper equipment maintenance / location	Yes, saws only
8. Access/Skid roads meet specs	None
9. Temporary Roads closed per specs	None
10. Landings (locations, construction, size)	in situ
11. Avoid/Protect streams, springs, wet meadows	Yes
12. Erosion - proper control / damages	N/A
<b>OVERALL (meeting specs, what improvements are needed):</b> 2 contractors working, cutting quickly, will chip later. Andy is not reporting acres until chipping is complete, 40-50 ac cut / only about 5 ac chipped	

Inspecting Forester: Bob Bundy Company Representative: \_\_\_\_\_

(Use back of form for additional comments, sketch maps, notes, etc.)



# CSFS VEGETATION MANAGEMENT INSPECTION REPORT

PROJECT NAME: ARRA - DMP - Pence Mtn INSPECTION DATE: 11/5/10  
 CONTRACTOR: Denver, Swingle INSPECTING FORESTER: Bob Bundy (CSFS)

PROJECT WORK CATEGORIES	STATUS / NOTES
<b>A. PROGRESS:</b>	
1. Progress (ahead, on schedule, slow, no work)	late project start, making progress now
2. Percentage of project complete (acres, slash mang.)	10-20% , 5-10 acres in progress
3. Contractor cutting to boundaries	Yes
<b>B. PRESCRIPTION:</b>	
1. Tree selection (good, acceptable, poor)	Good (patches in unhealthy LPP), spaced in healthy
2. Ladder fuels trees and low limb treatment	N/A in LPP
3. Snag selection, snags in safe locations	None thus far, no good candidates
4. Stump height	< 4"
<b>C. INSECT &amp; DISEASE:</b>	
1. Treatment eradicates mistletoe	minimized where present, lot of it in vast
2. MPB/lps Beetle presence	didn't see any in treatment area
3. Beetle tree treatment type, done properly	N/A
<b>D. BIOMASS:</b>	
1. Contour log placement / spacing	work in progress, small decks
2. Round wood piled properly	small decky pile
3. Chipping depth and distribution	very thin and spread well. all less than 2"
4. Wildlife piles construction and placement	N/A
5. Burn piles construction and placement	N/A
6. Lop and scatter depth and distribution	work in progress
7. Material in Right-Of-Way	N/A - not public road
<b>E. BEST MANAGEMENT PRACTICES:</b>	
1. Weeds (equipment/treatment avoiding)	not driving off roadway
2. Damage from access, skidding, ruts	None
3. Adhering to safety requirements / fire precautions	Contractor not present
4. Work site left clean	Yes
5. Spills (prevention, cleaning)	None
6. Damages to work area / residual trees	None
7. Proper equipment maintenance / location	Yes
8. Access/Skid roads meet specs	None created yet
9. Temporary Roads closed per specs	" " "
10. Landings (locations, construction, size)	One flat area so far, small deck pile
11. Avoid/Protect streams, springs, wet meadows	Yes, N/A
12. Erosion - proper control / damages	Yes
<b>OVERALL (meeting specs, what improvements are needed):</b> <u>No contractor present. Visit with Andy, Terrie, Kathryn</u>	

Inspecting Forester: Bob Bundy Company Representative: \_\_\_\_\_

(Use back of form for additional comments, sketch maps, notes, etc.)



# **ARRA: High Priority Forest Restoration and Fuels Mitigation Project**

**City and County of Denver, Parks and Rec. Dept. -- Denver Mountain Parks**

## **Final Grant Report**

### Project Background & Overview:

In 2009, Denver Mtn. Parks (DMP) applied for and was awarded an ARRA grant in the amount of \$275,000. This money was designated to help create and retain jobs and implement high-priority forest restoration and fire mitigation projects on DMP lands. DMP manages over 14,000 acres of land, much of which is forested and within the wildland urban interface of Colorado's Front Range.

Due to several key personnel retirements, the project got off to quite a slow start. In August of 2010, DMP was finally able to hire Andy Perri, a forester to manage the projects and work on updating DMPs forest management plans. Three parks were selected as high priority areas for treatment as part of this project. Those parks were: Genesee Park, Lookout Mtn. Park, and Pence Mtn. Park. Once the exact project boundaries were flagged and gps'ed a local contractor was selected to complete the project work.

Swingle Lawn, Tree, and Landscape Care signed an on-call contract for \$220,000 to complete the 192 acres of forest thinning. Work on the ground actually started in November of 2010 after all the correct documents were in place, leaving only 11 months to complete all of the work. Swingle crews began cutting in Pence Mtn. Park before the snow flew and then headed to Genesee for the remainder of the winter. After wrapping up Genesee, the crews headed to the steep, rocky area of Lookout Mtn. After a few short months at Lookout, the crews finally headed back to Pence Mtn., and in early September of 2011, Swingle finally wrapped up the final tree cutting at Pence Mtn. Park. Overall, the project was quite a success, with several FTEs being either created or retained because of the grant and almost 200 acres of forest being treated.

The overall goals of the project included:

- Reduce wildfire hazards on the target properties by treating forested acreage to reduce hazardous fuels. This will be achieved by modifying stand structure and tree density.
- Improve wildlife habitat by creating openings and increasing species diversity.
- Improve forest health conditions by removing unhealthy trees.
- Restore forest ecosystems to a more historical, natural regime that is more sustainable.



## Project Accomplishments:

### **Jobs created/retained.**

Denver Mtn. Parks was able to create one new forester position, Andy Perri, in order to develop/update forest management plans, as well as manage the on-the-ground ARRA project work. DMP has been able to secure future grant funds and plans on retaining this employee and continuing future forest management projects.

Swingle was able to retain several arborist positions because of this grant, but numbers were lower than estimated in the grant application. The total jobs created estimates in the application were to create/retain 4-6 FTEs in 2010 and 3.5-5 FTEs in 2011. Overall, including Perri's time, the project averaged 2.88 FTEs. Swingle was able to keep anywhere from 2- 12 people busy on this job at any given time, but due to the nature of the company, workers would get pulled in many different directions in order to meet other company demands.

### **Acres treated.**

Project properties were chosen based on priorities identified in existing CWPPs for the Evergreen Fire Protection District (EFPD), Foothills Fire Protection District (FFPD), Genesee Fire Protection District (GFPD) and from existing CSFS planning documents. Likely target areas were identified in the ARRA grant application, and the forester hired was able to determine the final project boundaries.

Project goals were accomplished by thinning trees to reduce crown density and retaining larger fire-resistant trees. By breaking up the vertical and horizontal fuel continuity in a strategic manner, fire suppression resources are afforded better opportunities to control fire rate of spread and contain wildfires before they become catastrophic.

The treatments included a mixture of forest restoration and shaded fuelbreaks. The forest restoration treatments aim to open forest canopy in critical areas where dense forest and closed canopies threaten nearby areas. Ladder fuels, encroaching species such as Douglas-fir, and insect and disease trees were considered for removal. The resulting stand structure is more similar to that encountered prior to urban expansion and aggressive fire suppression. The resulting stands are also healthier and more resistant to catastrophic stand-destroying fires. The shaded fuelbreak treatment improves the ability of forest access roads to act as shaded fuelbreak zones where possible. Reducing the forest canopy along



specific roads enhances the effectiveness of the physical break the road provides, as well as critical safety factors along likely evacuation and emergency access routes.

Overall, these treatments now have a stand structure similar to pre-fire suppression conditions. An uneven-aged stand of mixed species, favoring retention and recruitment of ponderosa pine, large spruce and fir, and aspen was desired. The stands now have increased openings, decreased tree density, and decreased crown cover. Horizontal fuel continuity has been reduced and vertical arrangement has been restricted. Small groups of trees with crown spacing of 10 to 20 feet, where applicable, remain.

A description of each of the project areas follows:

#### **Genesee Park—**

The Genesee project area lies below the Rainbow Hill and Moss Rock subdivisions north of I-70, and along Stapleton Drive. This area was identified as HIGH hazard in the FFPD CWPP due, in part, to the topographic position of nearby residences on a ridgeline above the stand and their close proximity to steep, heavily forested slopes. The treatment stands identified within the ARRA grant application and the actual stands that were treated on the ground had to be modified slightly due to terrible accessibility issues. The actual treatment areas cover the majority of the proposed stands, but boundaries were moved in order to avoid extremely steep and inoperable terrain. The treatment areas still help to protect the neighboring properties.

The final project acreage for Genesee Park was 112 acres and was completed for an average price of around \$1080/acre. The project area mostly consisted of Douglas-fir, with areas of ponderosa pine and some aspen. Much of the stand was overstocked with dense regeneration, with some insect and disease issues. The treatment was all conducted by hand with the accessible slash being chipped and the remainder being lopped-and-scattered. The average basal area prior to the project was around 112.5 ft/acre, but varied throughout the stand. The overall target BA of 65 ft/acre was reached and the stand is now much more resilient to insect disease outbreaks, as well as resistant to wildfire. A map of the project area is included below, as well as some before and after treatment photos.



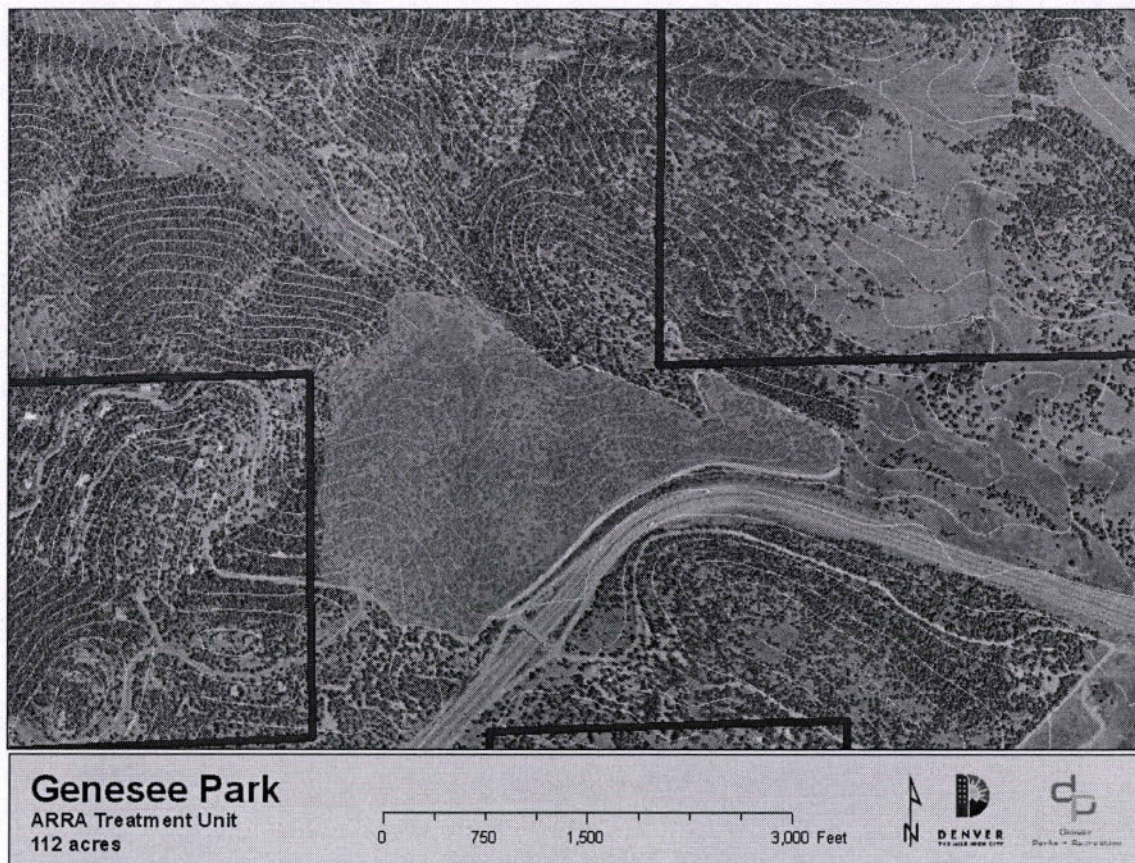


Figure 1. Genesee Park treatment area.





Photo 1. Genesee pre-treatment.



Photo 2. Genesee post-treatment.



### **Lookout Mtn.—**

The Lookout mtn. project area is located on very steep north- and east-facing slopes along Lookout Mtn. Road just below the historic Buffalo Bill museum/grave and Pahaska teepee. This area was identified as HIGH hazard in the CWPP. The treatment stand identified within the ARRA grant application had to be scoped and determined, due to the previous lack of a forest management plan. The stand consists of a mixed conifer forest type, with Douglas-fir being the dominant species. Slopes in the stand are very steep and at some points are upwards of 60%. All of the work needed to be completed by hand with the majority of the slash being lopped-and-scattered due to inaccessibility issues.

The final project acreage for Lookout Mtn. was 25 acres and was completed for an average price of around \$1100/acre. The project area mostly consisted of Douglas-fir, with areas of ponderosa pine and some aspen. There is also a healthy understory of chokecherry, Rocky mountain maple, and mountain mahogany. Much of the stand was overstocked with dense regeneration and pole-sized Douglas-fir, with some insect and disease issues. The average basal area prior to the project was around 133 ft/acre, but varied throughout the stand. The overall target BA of 63 ft/acre was reached and the stand is now much more resilient to insect disease outbreaks, as well as resistant to wildfire. A map of the project area is included below, as well as some before and after treatment photos.



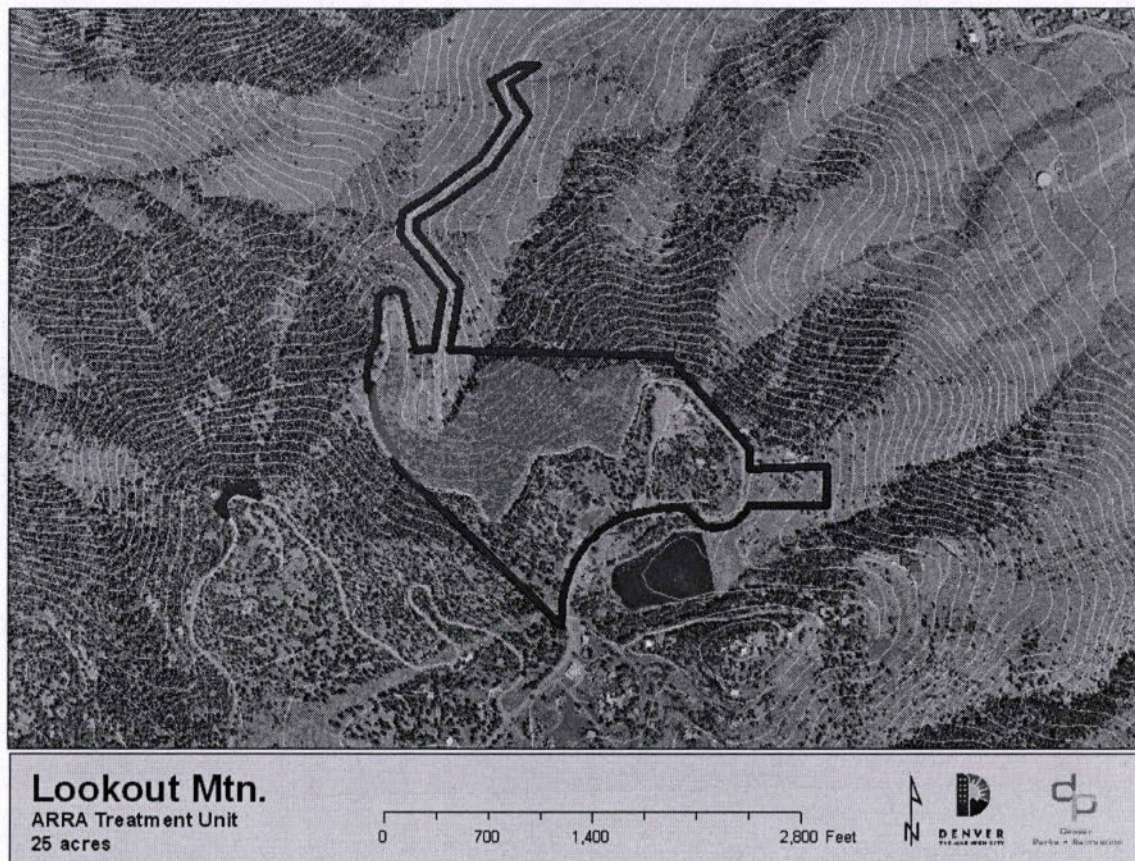


Figure 2. Lookout Mtn. treatment area.





Photo 3. Lookout mtn. pre-treatment.



Photo 4. Lookout mtn. post-treatment.

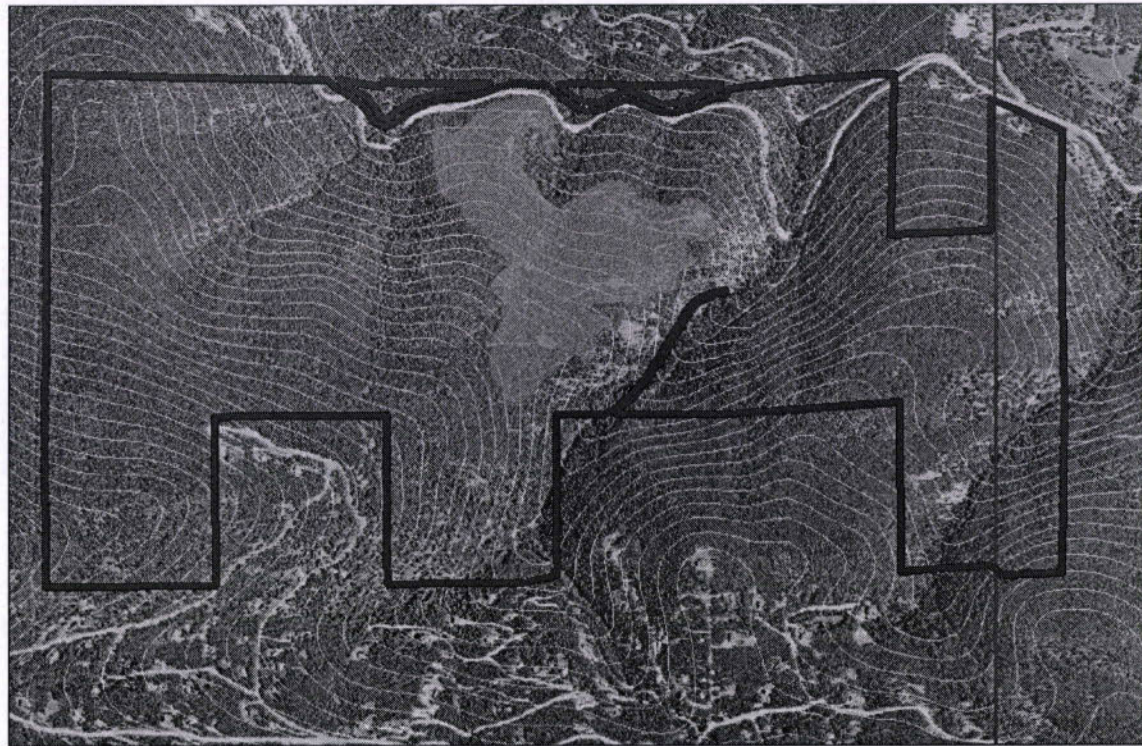


### **Pence Mtn.—**

The Pence mtn. project area is located on steep north-facing slopes along Squaw Pass Road with vulnerable residences above at the south edge of the park. The treatment stand identified within the ARRA grant application, as well as on-the-ground consists of fuelbreak treatment along the middle access road. Lodgepole pine is the dominant species, but various amounts of aspen, Engelmann spruce, ponderosa pine, and Douglas-fir also occur, which are often dense with small diameter trees. Slopes in the stand are steep and essentially only accessible because of the old access roads that are present. All of the work needed to be completed by hand with slash along the road being chipped and the remainder being lopped-and-scattered due to inaccessibility issues.

The final project acreage for Pence Mtn. was 55 acres and was completed for an average price of around \$1300/acre. Much of the stand was overstocked with dense regeneration and pole-sized lodgepole pine, with heavy infestations of dwarf mistletoe. The average basal area prior to the project was around 145 ft/acre. The overall target BA of 80 ft/acre was reached/exceeded and the stand is now much more resilient to insect disease outbreaks, as well as resistant to wildfire. A map of the project area is included below, as well as some before and after treatment photos.





**Pence Mtn.**  
ARRA Treatment Unit  
55 acres

0 800 1,600 3,200 Feet



This City and County of Denver shall not be liable for damages arising out of the use of this information. This information is provided "as is" without warranty, including the merchantability of the information for a particular use.

Figure 3. Pence Mtn. treatment area.





Photo 5. Pence mtn. pre-treatment.



Photo 6. Pence mtn. post-treatment.



**Subaward Release Form**  
**Colorado State University – Office of Sponsored Programs**

Subaward G- 6702-7 Period of Performance 11/1/09-9/30/11

Subrecipient Name: City and County of Denver

Subrecipient Principal Investigator: Richard Homann

**Section I – Financial Information**

The total amount of \$ 203,500.00 has been received under this subaward.

☐ There are NO outstanding claims against this Subaward. Colorado State University is not obligated to honor claims made after this block is checked and this form signed and returned.

☒ Only the amount included in the Final Invoice estimated to be \$ 71,500.00 is due. When the Final Invoice is paid by Colorado State University, there will be no further claims against this Subaward.

**Section II – Patents**

Did any patents or inventions arise as a result of this research? If YES, a complete invention disclosure must accompany this form, if one has not been previously provided

☐ YES ☒ NO

**Section III – Equipment**

Was any equipment purchased under this Subaward? Equipment is defined as any article of nonexpendable tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit.

☐ YES ☒ NO If YES, please provide the following information for each piece of equipment

<u>ITEM</u>	<u>DATE PURCHASED</u>	<u>AMOUNT</u>
-------------	-----------------------	---------------

Signature (Authorized Signatory):

Date: 9/28/11

Printed Name RED WESS

Title: Director of Finance Administration

Complete all sections, check boxes as appropriate and return to

Colorado State University  
Office of Sponsored Programs/Subcontract Closeout  
Fort Collins, CO 80523-2002  
Carol.wood@colostate.edu FAX: 970-491-6147; PHONE 970-491-4878





**DENVER**  
THE MILE HIGH CITY

**Denver Parks and Recreation**

Manager's Office

201 W. Colfax Ave. Dept. 601

Denver, CO 80202

p: 720.913.0741

f: 720.913.0784

[www.denvergov.org/parksandrecreation](http://www.denvergov.org/parksandrecreation)

**INVOICE**

To: Colorado State University      only via email: [carol.wood@colostate.edu](mailto:carol.wood@colostate.edu)  
Office of Sponsored Programs      and [terrie.craven@colostate.edu](mailto:terrie.craven@colostate.edu)  
408 USC, 601 S. Howes      and [bob.bundy@colostate.edu](mailto:bob.bundy@colostate.edu)  
Fort Collins, CO 80523-2002  
Attn: Carol Wood

From: Andy Perri, Denver Mountain Parks--Forester  
Direct 720.865.0892; email: [andrew.perri@denvergov.org](mailto:andrew.perri@denvergov.org)

Subject: ARRA Project Reimbursement Invoice #2

Date: March 3, 2011

Reimbursement for forester salary/expenses for January 1, 2011—February 28, 2011, as well as an invoice from Swingle for forest thinning, per subaward agreement (No. G-6702-7) and attached payroll/transaction spreadsheets in the amount of \$16,097.18.

Amount billed to date: \$40,961

Make check payable to: Manager of Finance

Send payment to: Denver Parks & Recreation  
Attn: Contract Compliance  
201 W. Colfax Ave., Dept. 602  
Denver, CO 80202-5328



Amount	Date	Source	Account	Fund	Org	Project	Ref No	Ref	Long Descr	Line Descr	Period
3,161.25	9/9/2010	JVE	501000	15217	7011101	R2007-ARRAFRFM	PARK4434		ANDREW PERRI PAYROLL	Regular Compensation	9
269.05	9/9/2010	JVE	521000	15217	7011101	R2007-ARRAFRFM	PARK4434		ANDREW PERRI PAYROLL	Retirement-Pension City Contri	9
238.03	9/9/2010	JVE	540101	15217	7011101	R2007-ARRAFRFM	PARK4434		ANDREW PERRI PAYROLL	Social Security, City Contrib	9
259.86	9/9/2010	JVE	541100	15217	7011101	R2007-ARRAFRFM	PARK4434		ANDREW PERRI PAYROLL	Health Insurance-City Contrib	9
9.68	9/9/2010	JVE	541200	15217	7011101	R2007-ARRAFRFM	PARK4434		ANDREW PERRI PAYROLL	Dental Insurance - City Contri	9
15.00	9/9/2010	JVE	541300	15217	7011101	R2007-ARRAFRFM	PARK4434		ANDREW PERRI PAYROLL	Life Insurance-City Contrib	9
31.51	9/9/2010	JVE	541400	15217	7011101	R2007-ARRAFRFM	PARK4434		ANDREW PERRI PAYROLL	Disability Ins Plans-City Cont	9
1,896.75	10/29/2010	PAY	501000	15217	7011101	R2007-ARRAFRFM	101029	HR01007409	PayEnd Date 10/23/2010	PayEnd Date 10/23/2010	10
145.10	10/29/2010	PAY	540101	15217	7011101	R2007-ARRAFRFM	101029	HR01007409	PayEnd Date 10/23/2010	PayEnd Date 10/23/2010	10
161.22	10/29/2010	PAY	521000	15217	7011101	R2007-ARRAFRFM	101029	HR01007409	PayEnd Date 10/23/2010	PayEnd Date 10/23/2010	10
210.75	10/29/2010	PAY	504600	15217	7011101	R2007-ARRAFRFM	101029	HR01007409	PayEnd Date 10/23/2010	PayEnd Date 10/23/2010	10
-210.75	10/29/2010	PAY	501400	15217	7011101	R2007-ARRAFRFM	101029	HR01007409	PayEnd Date 10/23/2010	PayEnd Date 10/23/2010	10
179.48	11/12/2010	PAY	521000	15217	7011101	R2007-ARRAFRFM	101112	HR01010038	PayEnd Date 11/06/2010	PayEnd Date 11/06/2010	11
2,107.50	11/12/2010	PAY	501000	15217	7011101	R2007-ARRAFRFM	101112	HR01010038	PayEnd Date 11/06/2010	PayEnd Date 11/06/2010	11
15.00	11/12/2010	PAY	541300	15217	7011101	R2007-ARRAFRFM	101112	HR01010038	PayEnd Date 11/06/2010	PayEnd Date 11/06/2010	11
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259.86	11/12/2010	PAY	541100	15217	7011101	R2007-ARRAFRFM	101112	HR01010038	PayEnd Date 11/06/2010	PayEnd Date 11/06/2010	11
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157.10	12/23/2010	PAY	540101	15217	7011101	R2007-ARRAFRFM	101224	HR01016783	PayEnd Date 12/18/2010	PayEnd Date 12/18/2010	12
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391.39	12/31/2010	PAY	504450	15217	7011101	R2007-ARRAFRFM		Accrue 010	Accrue 0107 Payroll > 2010 related expenses ( accrued 01/07 pay to 2010		12
12.82	12/31/2010	PAY	521000	15217	7011101	R2007-ARRAFRFM		Accrue 010	Accrue 0107 Payroll > 2010 related expenses ( accrued 01/07 pay to 2010		12
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156.79	2/18/2011	PAY	540101	15217	7011101	R2007-ARRAFRFM	110218	HR01026502	PayEnd 01/30/11 to 02/12/11	PayEnd 01/30/11 to 02/12/11	2
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16,097.18	NOT YET BILLED										



Gail

Receipt # 2030  
CE001072

INVOICE



**City & County of Denver Mnt. Parks**  
**Andy Perri**  
Po Box 1007  
Morrison, CO 80465-5007

Bill To: 164607  
Invoice Number 441376  
Invoice Date: 1/20/11  
Payment Amount: \$5,000.00

**Work Completed at:**  
**Pence Mountain Park**  
Myers Gulch Road  
Evergreen, CO 80439

DESCRIPTION

Forest thinning & fuel management \$5,000.00  
PO: Tree Mtn Parks 0704A

Payment Now Due: \$5,000.00

**Please send payment to this address:**  
Swingle, Lawn, Tree & Landscape Care  
PO Box 17248  
Denver, CO 80217-7248

**Please write invoice number on check.**

Denver Castle Rock / Boulder	Monument	Fort Collins Loveland / Greeley	Longmont
303.337.6200	719.302.5117	970.221.1287	720.204.1846
Fax: 303.337.0157	Fax: 303.337.0157	Fax: 970.221.4822	Fax: 970.221.4822





**DENVER**  
THE MILE HIGH CITY

**Denver Parks and Recreation**

Manager's Office

201 W. Colfax Ave. Dept. 601

Denver, CO 80202

p: 720.913.0741

f: 720.913.0784

[www.denvergov.org/parksandrecreation](http://www.denvergov.org/parksandrecreation)

**INVOICE**

To: Colorado State University      only via email: [carol.wood@colostate.edu](mailto:carol.wood@colostate.edu)  
Office of Sponsored Programs      and [terrie.craven@colostate.edu](mailto:terrie.craven@colostate.edu)  
408 USC, 601 S. Howes      and [bob.bundy@colostate.edu](mailto:bob.bundy@colostate.edu)  
Fort Collins, CO 80523-2002  
Attn: Carol Wood

From: Andy Perri, Denver Mountain Parks--Forester  
Direct 720.865.0892; email: [andrew.perri@denvergov.org](mailto:andrew.perri@denvergov.org)

Subject: ARRA Project Reimbursement Invoice #1

Date: January 3, 2011

Reimbursement for forester salary/expenses for August 1, 2010 – Dec. 31, 2010 per subaward agreement (No. G-6702-7) and attached payroll spreadsheets in the amount of \$24,863.82.

Amount billed to date: \$24,863.82

Make check payable to: Manager of Finance

Send payment to: Denver Parks & Recreation  
Attn: Contract Compliance  
201 W. Colfax Ave., Dept. 602  
Denver, CO 80202-5328



Amount	Date	Account	Fund	Org	Project	Budget Period	Ref No	Ref	Long Descr	Line Descr	Period
3,161.25	9/9/2010	501000	15217	7011101	R2007-ARRAFRFM	2010	PARK4434		ANDREW PERRI PAYROLL	Regular Compensation	9
269.05	9/9/2010	521000	15217	7011101	R2007-ARRAFRFM	2010	PARK4434		ANDREW PERRI PAYROLL	Retirement-Pension City Contri	9
238.03	9/9/2010	540101	15217	7011101	R2007-ARRAFRFM	2010	PARK4434		ANDREW PERRI PAYROLL	Social Security, City Contrib	9
259.86	9/9/2010	541100	15217	7011101	R2007-ARRAFRFM	2010	PARK4434		ANDREW PERRI PAYROLL	Health Insurance-City Contrib	9
9.68	9/9/2010	541200	15217	7011101	R2007-ARRAFRFM	2010	PARK4434		ANDREW PERRI PAYROLL	Dental Insurance - City Contri	9
15.00	9/9/2010	541300	15217	7011101	R2007-ARRAFRFM	2010	PARK4434		ANDREW PERRI PAYROLL	Life Insurance-City Contrib	9
31.51	9/9/2010	541400	15217	7011101	R2007-ARRAFRFM	2010	PARK4434		ANDREW PERRI PAYROLL	Disability Ins Plans-City Cont	9
1,896.75	10/29/2010	501000	15217	7011101	R2007-ARRAFRFM	2010	101029	HR01007409	PayEnd Date 10/23/2010	PayEnd Date 10/23/2010	10
-210.75	10/29/2010	501400	15217	7011101	R2007-ARRAFRFM	2010	101029	HR01007409	PayEnd Date 10/23/2010	PayEnd Date 10/23/2010	10
210.75	10/29/2010	504600	15217	7011101	R2007-ARRAFRFM	2010	101029	HR01007409	PayEnd Date 10/23/2010	PayEnd Date 10/23/2010	10
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2,107.50	11/12/2010	501000	15217	7011101	R2007-ARRAFRFM	2010	101112	HR01010038	PayEnd Date 11/06/2010	PayEnd Date 11/06/2010	11
179.48	11/12/2010	521000	15217	7011101	R2007-ARRAFRFM	2010	101112	HR01010038	PayEnd Date 11/06/2010	PayEnd Date 11/06/2010	11
157.42	11/12/2010	540101	15217	7011101	R2007-ARRAFRFM	2010	101112	HR01010038	PayEnd Date 11/06/2010	PayEnd Date 11/06/2010	11
259.86	11/12/2010	541100	15217	7011101	R2007-ARRAFRFM	2010	101112	HR01010038	PayEnd Date 11/06/2010	PayEnd Date 11/06/2010	11
9.68	11/12/2010	541200	15217	7011101	R2007-ARRAFRFM	2010	101112	HR01010038	PayEnd Date 11/06/2010	PayEnd Date 11/06/2010	11
15.00	11/12/2010	541300	15217	7011101	R2007-ARRAFRFM	2010	101112	HR01010038	PayEnd Date 11/06/2010	PayEnd Date 11/06/2010	11
1,896.75	11/26/2010	501000	15217	7011101	R2007-ARRAFRFM	2010	101126	HR01012271	PayEnd Date 11/20/2010	PayEnd Date 11/20/2010	11
210.75	11/26/2010	504450	15217	7011101	R2007-ARRAFRFM	2010	101126	HR01012271	PayEnd Date 11/20/2010	PayEnd Date 11/20/2010	11
179.14	11/26/2010	521000	15217	7011101	R2007-ARRAFRFM	2010	101126	HR01012271	PayEnd Date 11/20/2010	PayEnd Date 11/20/2010	11
157.10	11/26/2010	540101	15217	7011101	R2007-ARRAFRFM	2010	101126	HR01012271	PayEnd Date 11/20/2010	PayEnd Date 11/20/2010	11
259.86	11/26/2010	541100	15217	7011101	R2007-ARRAFRFM	2010	101126	HR01012271	PayEnd Date 11/20/2010	PayEnd Date 11/20/2010	11
9.68	11/26/2010	541200	15217	7011101	R2007-ARRAFRFM	2010	101126	HR01012271	PayEnd Date 11/20/2010	PayEnd Date 11/20/2010	11
31.51	11/26/2010	541400	15217	7011101	R2007-ARRAFRFM	2010	101126	HR01012271	PayEnd Date 11/20/2010	PayEnd Date 11/20/2010	11
5,901.00	12/1/2010	501000	15217	7011101	R2007-ARRAFRFM	2010	PARK4509	EMP128518	CORRECTIONS delete lines 45-58 per brian seiber to bbs	PERMANENT PERRI, ANDREW	12
210.75	12/1/2010	504450	15217	7011101	R2007-ARRAFRFM	2010	PARK4509	EMP128518	CORRECTIONS delete lines 45-58 per brian seiber to bbs	PERMANENT PERRI, ANDREW	12
519.84	12/1/2010	521000	15217	7011101	R2007-ARRAFRFM	2010	PARK4509	EMP128518	CORRECTIONS delete lines 45-58 per brian seiber to bbs	PERMANENT PERRI, ANDREW	12
455.48	12/1/2010	540101	15217	7011101	R2007-ARRAFRFM	2010	PARK4509	EMP128518	CORRECTIONS delete lines 45-58 per brian seiber to bbs	PERMANENT PERRI, ANDREW	12
779.58	12/1/2010	541100	15217	7011101	R2007-ARRAFRFM	2010	PARK4509	EMP128518	CORRECTIONS delete lines 45-58 per brian seiber to bbs	PERMANENT PERRI, ANDREW	12
29.04	12/1/2010	541200	15217	7011101	R2007-ARRAFRFM	2010	PARK4509	EMP128518	CORRECTIONS delete lines 45-58 per brian seiber to bbs	PERMANENT PERRI, ANDREW	12
15.00	12/1/2010	541300	15217	7011101	R2007-ARRAFRFM	2010	PARK4509	EMP128518	CORRECTIONS delete lines 45-58 per brian seiber to bbs	PERMANENT PERRI, ANDREW	12
63.02	12/1/2010	541400	15217	7011101	R2007-ARRAFRFM	2010	PARK4509	EMP128518	CORRECTIONS delete lines 45-58 per brian seiber to bbs	PERMANENT PERRI, ANDREW	12
1,896.75	12/10/2010	501000	15217	7011101	R2007-ARRAFRFM	2010	101204	HR01014391	PayEnd Date 12/04/2010	PayEnd Date 12/04/2010	12
-210.75	12/10/2010	501400	15217	7011101	R2007-ARRAFRFM	2010	101204	HR01014391	PayEnd Date 12/04/2010	PayEnd Date 12/04/2010	12
210.75	12/10/2010	504450	15217	7011101	R2007-ARRAFRFM	2010	101204	HR01014391	PayEnd Date 12/04/2010	PayEnd Date 12/04/2010	12
161.56	12/10/2010	521000	15217	7011101	R2007-ARRAFRFM	2010	101204	HR01014391	PayEnd Date 12/04/2010	PayEnd Date 12/04/2010	12
141.29	12/10/2010	540101	15217	7011101	R2007-ARRAFRFM	2010	101204	HR01014391	PayEnd Date 12/04/2010	PayEnd Date 12/04/2010	12
259.86	12/10/2010	541100	15217	7011101	R2007-ARRAFRFM	2010	101204	HR01014391	PayEnd Date 12/04/2010	PayEnd Date 12/04/2010	12
9.68	12/10/2010	541200	15217	7011101	R2007-ARRAFRFM	2010	101204	HR01014391	PayEnd Date 12/04/2010	PayEnd Date 12/04/2010	12
15.00	12/10/2010	541300	15217	7011101	R2007-ARRAFRFM	2010	101204	HR01014391	PayEnd Date 12/04/2010	PayEnd Date 12/04/2010	12
2,107.50	12/23/2010	501000	15217	7011101	R2007-ARRAFRFM	2010	101224	HR01016783	PayEnd Date 12/18/2010	PayEnd Date 12/18/2010	12
179.14	12/23/2010	521000	15217	7011101	R2007-ARRAFRFM	2010	101224	HR01016783	PayEnd Date 12/18/2010	PayEnd Date 12/18/2010	12
157.10	12/23/2010	540101	15217	7011101	R2007-ARRAFRFM	2010	101224	HR01016783	PayEnd Date 12/18/2010	PayEnd Date 12/18/2010	12
259.86	12/23/2010	541100	15217	7011101	R2007-ARRAFRFM	2010	101224	HR01016783	PayEnd Date 12/18/2010	PayEnd Date 12/18/2010	12
9.68	12/23/2010	541200	15217	7011101	R2007-ARRAFRFM	2010	101224	HR01016783	PayEnd Date 12/18/2010	PayEnd Date 12/18/2010	12
31.51	12/23/2010	541400	15217	7011101	R2007-ARRAFRFM	2010	101224	HR01016783	PayEnd Date 12/18/2010	PayEnd Date 12/18/2010	12
24,863.82											



## Research Subaward Agreement

Institution/Organization ("Prime Recipient")		Institution/Organization ("Subrecipient")	
Name: COLORADO STATE UNIVERSITY		Name: CITY AND COUNTY OF DENVER, PARKS & RECREATION	
Prime Award No.: 09-DG-110282B1-028		Subaward No.: G-6702-7 CFDA #: 10.688	
Awarding Agency: U.S. DEPT. OF AGRICULTURE		Amount Funded This Action: \$275,000.00 Est. Total (if incrementally funded)	

Subaward Period of Performance:

Budget Period: From:

To:

Nov 1, 2009

Sep 30, 2011

Estimated Project Period (if incrementally funded):

From:

To:

Project Title:

ARRA: HIGH-PRIORITY FOREST RESTORATION AND FUELS MITIGATION PROJECT

Reporting Requirements (Check here if applicable: ☒ See Attachment 4)

## Terms &amp; Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): ☐ As specified in Subrecipient's proposal dated \_\_\_\_\_; or ☒ as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's FINANCIAL Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's FINANCIAL Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's ADMINISTRATIVE Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's ADMINISTRATIVE Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the ADMINISTRATIVE Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Date

Date



## Attachment 1

### Research Subaward Agreement Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

#### Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

#### OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.



Attachment 3A  
Research Subaward Agreement

Subaward Number:

G-6702-7

**Prime Recipient Contacts**

Institution/Organization ("Prime Recipient")

Name: COLORADO STATE UNIVERSITY

Address: OFFICE OF SPONSORED PROGRAMS

408 USC, 601 S. HOWES

City: FORT COLLINS

State: CO

ZipCode: 80523-2002

**Administrative Contact**

Name: CAROL WOOD

Address: COLORADO STATE UNIVERSITY

OFFICE OF SPONSORED PROGRAMS

408 USC, 601 S. HOWES

City: FORT COLLINS

State: CO

ZipCode: 80523-2002

Telephone: 970-491-4878

Fax: 970-491-6147

Email: carol.wood@colostate.edu

**Principal Investigator**

Name: RICHARD HOMANN

Address: COLORADO STATE FOREST SERVICE

5060 CAMPUS DELIVERY

City: FORT COLLINS

State: CO

ZipCode: 80523-5060

Telephone: 970-491-7538

Fax: 970-491-7736

Email: richard.homann@colostate.edu

**Financial Contact**

Name: SAME AS ADMINISTRATIVE CONTACT

Address:

City:

State:

ZipCode:

Telephone:

Fax:

Email:

**Authorized Official**

Name: DOUGLAS LEAVELL, DIRECTOR

Address: COLORADO STATE UNIVERSITY

OFFICE OF SPONSORED PROGRAMS

408 USC, 601 S. HOWES

City: FORT COLLINS

State: CO

ZipCode: 80523-2002

Telephone: 970-491-6355

Fax: 970-491-6147

Email:



Attachment 3B  
Research Subaward Agreement

Subaward Number:

G-6702-7

**Subrecipient Contacts**

Institution/Organization ("Subrecipient")

Name: CITY AND COUNTY OF DENVER, PARKS & RECREATION

Address: 201 W. COLFAX AVE

DEPT. 602

City: DENVER

State: CO

ZipCode: 80202

EIN No.:

Reg. in CCR? ☐ Yes ☐ No

DUNS No.:

Congressional District:

Congressional District:

Congressional District:

167217574

Administrative Contact

Name: JERRY TRIPP-ADDISON

Address: CITY AND COUNTY OF DENVER, PARKS & RECREATION

201 W. COLFAX AVE

DEPT. 602

City: DENVER

State: CO

ZipCode: 80202

Telephone: 303-697-4545

Fax: 303-697-8851

Email: aj.tripp-addison@ci.denver.co.us

Principal Investigator

Name: SAME AS ABOVE

Address:

City:

State:

ZipCode:

Telephone:

Fax:

Email:

Financial Contact

Name:

Address:

City:

State:

ZipCode:

Telephone:

Fax:

Email:

Authorized Official

Name:

Address:

City:

State:

ZipCode:

Telephone:

Fax:

Email:





**Grant Application**  
**High-Priority Forest Restoration**  
**and Fuels Mitigation Project**

Submitted by City & County of Denver, Parks & Recreation Department  
for work in the Denver Mountain Parks  
September 29, 2009

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Company/business name:	City and County of Denver, Parks & Recreation Dept., Mountain Parks District
Point of contact information	Jerry Tripp-Addison, Mountain Parks Superintendent
Address	201 W. Colfax Ave, Dept 602, Denver CO 80202
County	Jefferson, Clear Creek
Phone number	303.697.4545
DUNS number	167217574
Name of grant applied for:	High-Priority Forest Restoration and Fuels Mitigation Project
Dollars requested.	\$275,000

09-29-09 10:46 RCVD



## **1) BACKGROUND**

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Denver Mountain Parks manages 14,141 acres of land, much of which is forested. Forest condition assessments were completed for Denver Mountain Parks properties by the Colorado State Forest Service, and forest restoration work has been in progress, beginning with Dedisse Park in 1996. Most of this work has been conducted in close coordination with, and often by, the Colorado State Forest Service. In recent years, Cub Creek Park was rated as the highest priority park for fuels reduction treatment. Forest restoration treatments were applied there in 2005. Such efforts, along with planned treatments on nearby USFS, state, and private lands, combine to create more effective treatments on a larger scale that will help protect local communities at Evergreen, Lookout Mountain, and Genesee from future wildfires. This proposed project will continue these previous efforts, expanding them into areas that still require treatment.

Two of the three areas for proposed treatment, Genesee and Pence Mountain Parks, have forest management plans prepared by the Colorado State Forest Service. The prescriptions here draw on the recommendations in those plans as well as information from local Community Wildfire Protection Plans to prioritize and achieve forest restoration goals of healthier, more fire-resistant stands. The proposal includes funding to develop a new plan for Lookout Mountain Park. The restoration process will follow completion of the plan.

Denver Mountain Parks personnel regularly coordinate with the Evergreen Fire Protection District, Foothills Fire Protection District, and other districts within which parklands occur. We expect to continue that communication and consultation throughout this project.

Goals of the proposed project include:

- Reduce wildfire hazards on the target properties by treating forested acreage to reduce hazardous fuels. This will be achieved by modifying stand structure and tree density.
- Improve wildlife habitat by creating openings and increasing species diversity.
- Improve forest health conditions by removing unhealthy trees.
- Restore forest ecosystems to a more historical, natural regime that is more sustainable.



## 2) WORK PLAN

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**Jobs created or retained.** Identify all jobs to be paid directly with Recovery Act funding (include both field and office jobs), that will be created or retained by the Applicant's proposal. The list developed by the process must show both the job title and the length of time each job will last. Mill jobs, unless they exist solely due to material coming from an Applicant's proposal and are paid directly with Recovery Act funds, will be considered indirect jobs and need not be listed.

- One forester position to be created will develop the Lookout Mountain Forest Management Plan and will manage the work outlined in this proposal for all three work areas. This will be a full-time on-call position for March 2010 through September 2011, or 18 months.
- Two contract forestry work crews of 3 people each will be hired through on-call contract resources for the time periods March through October 2010 and March through August 2011 (total of 14 months, weather permitting).
- **TOTAL JOBS CREATED:** In 2010, this proposal will create or retain 4-6 FTEs; in 2011, 3.5-5 FTEs.

These estimates are based on normal spring and fall weather patterns and may vary to ensure safe working conditions.

**A. Location of Treatments** – Describe how the location of on-the-ground treatments will be determined and identified. Describe how the location(s) will be recorded for future reference. Describe your company's ability to collect and provide digital spatial mapping of the project area.

Areas to be treated will be identified on the ground by mapping on 7.5-minute topographic maps as well as aerial photographs and by obtaining GPS coordinates in the field. After treatment, areas will be mapped with Denver's AutoCAD mapping system based on the final GPS data collected at the actual treatment coordinates. Denver also has ArcGIS and ArcMap capabilities.

**B. Permits** – Describe the process that will provide proof that applications have been or will be submitted for all applicable permits.

N/A. Proposed project will occur entirely on Denver Mountain Parks. Work on these Denver-owned properties will require no permits.

**C. Detailed Operating Schedule** – Describe the process that will be used to develop a detailed operating schedule. Describe the benchmarks, accomplishments, targets, and other metrics that will be used to measure the progress of the grant. Show the timeline that will illustrate each of the metrics described above.

The proposal outlines treatment for ~200 acres, most of which will be forest restoration treatments, with a smaller portion in development of shaded fuelbreaks. It is anticipated that each crew can treat about 2.5 acres per week, for a total of 5 acres per week in the field. The schedule reflects which areas are accessible early in the season, and reported benchmarks will be based on total acres treated in each report time period, as well as stands completed.



## Detailed Operating Schedule

	Apr	May	June	July	August	September	October
<b>2010 Schedule</b>							
<b>Lookout Mountain</b>							
Planning	****	****	****	****			
Crew 1							
<b>Genesee Park</b>							
Crew 1							
Crew 2							
<b>Pence Mountain Park</b>							
Crew 2							
<b>2011 Schedule</b>							
<b>Genesee Park</b>							
Crew 1							
<b>Pence Mountain Park</b>							
Crew 2							

**D. List of Properties** – Describe the process that will be used to identify properties to be treated and how that information will be determined and documented. Describe information to be collected and how it will be displayed.

Properties to be treated were chosen based on priorities identified in existing CWPPs for the Evergreen Fire Protection District (EFPD), Foothills Fire Protection District (FFPD), Genesee Fire Protection District (GFPD) and from existing CSFS planning documents. A likely set of target areas is described below, but final treated areas will be subject to review by the professional forester hired to oversee the work. Please refer to the enclosed maps, page 8.

Proposed Genesee Park Stand, approximately 110 acres in Section 10.

This area lies below the Rainbow Hill and Moss Rock subdivisions identified as a HIGH hazard rating (score 101, FFPD CWPP, p 33) due, in part, to topographic position of nearby residences on ridgeline above the stand and their close proximity to steep, heavily forested slopes.

Proposed Lookout Mountain Park Stand: Near Buffalo Bill Historic Site, approximately 25 acres in Section 4; forest restoration treatment.

This area is identified in the FFPD CWPP as HIGH (score 70, p 34) hazard rating due to its very steep, heavily forested slopes and the combustible materials used in the historic buildings, which are owned by Denver.

Proposed Pence Mtn. Park Stand: Approximately 65 acres in Section 23, in Clear Creek County; shaded fuelbreak treatment.

This area is identified as EXTREME hazard rating (EFPD, p 38) due, in part, to topographic position of nearby residences on ridgeline above the road and their close proximity to steep, heavily forested slopes. Forest encroachment along fire egress and emergency access roads from Echo Hills subdivision to Squaw Pass Rd. across the park will be mitigated.



**E. Description of Stands prior to Treatment** – Provide a brief but thorough description of the existing stand including the overstory, understory, terrain, unusual factors such as wetlands and rock outcrops, and items that will affect operations and treatment plans, stand health, and any other factors related to an Applicant's treatment plan.

Descriptions herein are based on Forest Management Plans prepared by the Colorado State Forest Service about 20 years ago. An initial task of the Forester will be to update stand descriptions to current conditions and adjust the prescriptions and work plan accordingly.

Proposed Genesee Park Stands: This area is on steep north or northeast-facing slopes with vulnerable residences above them. In stand N3, the overstory is primarily Douglas-fir sawtimber, overstocked and very dense. These unmanaged stands are experiencing heavy insect and disease, but accessibility is a challenge. In stand S19, the overstory is ponderosa pine pole timber of moderate density and a variety of size classes, and slopes are moderate and north-facing. Insect and disease problems are fewer, but restoration treatments are needed to encourage return to a natural regime.

Proposed Pence Mountain Stands: This area is on steep north- and east-facing slopes with vulnerable residences above them at the south edge of the park. Lodgepole pine is the dominant species, but various amounts of aspen, Engelmann spruce, ponderosa pine, and Douglas-fir also occur in these stands, which are often dense with relatively small diameter trees. The stands are overcrowded and stagnating, with sparse regeneration. Wildfire hazard ratings are generally severe.

Proposed Lookout Mountain Stands: This area is on very steep north- and east-facing slopes with vulnerable historic buildings above them. It is primarily mixed ponderosa pine and Douglas-fir, but stands have not been surveyed in detail. The area has a HIGH hazard rating, score 70-80, according to the CWPP, but there is no current Forest Management Plan. Thus a first task for the forester will be to develop the plan and prescriptions for treatment of the stands at Lookout Mountain Park. These stands will therefore be treated later in the 2010 season.

**F. Description of the Stand Treatments** – To be applied, by treatment area, so that reviewers can determine suitability of treatment when compared to applicable management plans, if any. Applicants should describe in full detail the overall treatment plan. Examples of topics to include are type of stand treatment, harvest prescription, harvest system, desired leave tree species, leave tree spacing (for both merchantable and sub-merchantable trees), forest fuels treatment(s) such as understory and/or undergrowth treatments, ground treatments such as scarification, mastication, etc., amount in tons per acre of large woody debris to be left on the ground, pruning treatments, and any road/landing post operations treatments.

Project goals can be accomplished by reducing surface fuels, limbing branches to raise canopy base height, thinning trees to decrease crown density, and/or retaining larger fire-resistant trees. By breaking up vertical and horizontal fuel continuity in a strategic manner, fire suppression resources are afforded better opportunities to control fire rate of spread and contain wildfires before they become catastrophic.

The project will involve thinning and mulching of timbered areas to achieve the conditions listed below (2). Due to the difficult and steep terrain in some areas, all of the work must be done by hand or minimally intrusive equipment to best achieve the management unit prescription without undue disturbance of these parklands.



1.) Provide the rationale for the treatments chosen (for example, landowner preference, existing management plan, CWPP, insect and disease treatment, etc.).

**Forest Restoration:** This treatment aims to open forest canopy in critical areas where dense forest and closed canopies threaten nearby areas. Ladder fuels, encroaching species such as Douglas-fir, and insect and disease trees will be considered for removal. The resulting stand structure will be similar to that encountered prior to urban expansion and aggressive fire suppression. The resulting stand will also be healthier and more resistant to catastrophic stand-destroying fires.

**Shaded Fuelbreaks:** The goal of this treatment is to improve the ability of forested access roads in the Mountain Parks to act as shaded fuelbreak zones where possible. Reducing the forest canopy along roads enhances the effectiveness of the physical canopy break the road provides, as well as critical safety factors along likely evacuation and emergency access routes.

Fuelbreaks will be strategically constructed along roads at the Pence Mountain site. Fuelbreaks may be reinforced with other fuelbreaks or with larger-area treatments. When defensible space, fuelbreaks, and area treatments are coordinated, a community and the adjacent natural resources are afforded an enhanced level of protection from wildfire.

2.) Include a precise description of what the residual stand will look like (for example, tree spacing for both overstory and understory, leave tree species preference, slash treated in woods or removed, etc.). This description will act as the basis for final inspection before payment is approved.

Upon completion the treated areas will have a stand structure similar to pre-fire suppression conditions. An uneven-aged stand of mixed species, favoring retention and recruitment of ponderosa pine and aspen, is desired in many areas. Target stands will have increased openings, decreased tree density, and decreased crown cover. Treatment of the stands for forest restoration will involve extensive thinning of the dominant species (ponderosa pine or lodgepole pine) and will enhance tree species diversity by selectively leaving Douglas-fir, limber pine, aspen, and blue spruce, if any. Diversity of the understory will also be increased as a result of the more open canopy, which will enhance regeneration of shrub and forb layers, as well as important cryptogams on the forest floor.

Horizontal continuity of fuels left in the stands will be reduced, and vertical arrangement will be restricted. Small groups of trees (3-5) with crown spacing of 10 to 20 feet will remain. Existing slash piles, dead and down woody debris, and other ladder fuels will be mulched. Any debris/slash piles created during the project will also be mulched. Basal area averaging 60-75 sq ft per acre is the goal. Where possible, logs greater than 5" diameter in operable areas will be removed as product. Smaller diameter material will be chipped. In areas where chipper access is precluded, some slash will be lopped and scattered to meet CSFS guidelines.



### 3) GRANT REQUEST

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Applicant must provide detailed cost information to substantiate the amount of dollars being requested including what percentage for the total project cost will be applied to job creation. Proposals may include costs in the following categories: Personnel, Fringe, Travel, Supplies, General & Administrative (G&A), Other (please specify). Proposals that do not detail costs will not be considered.

100% of the grant budget will, if awarded, be spent on contracted costs. We estimate the breakdown to be as follows:

Contract forestry work crews	\$220,000
Full-time on-call forester	\$55,000
Total	\$275,000

Costs will be determined through the City & County of Denver's bid process for on-call forestry contractors. The contractor costs will include personnel, equipment, overhead, and profit, but will likely be bid on a unit basis, e.g., price per acre based on site conditions. The City's on-call contract requires in part that:

"The Contractor shall furnish, at its own expense, 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 responsible manner in accordance with recognized standards and the plans and specifications contained in this Agreement or provided to the Contractor by the City. Any tasks specified under this Agreement which require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. The Contractor shall obtain, at its own expense, all permits or licenses required for the performance of the Work and shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits or licenses. Work 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."

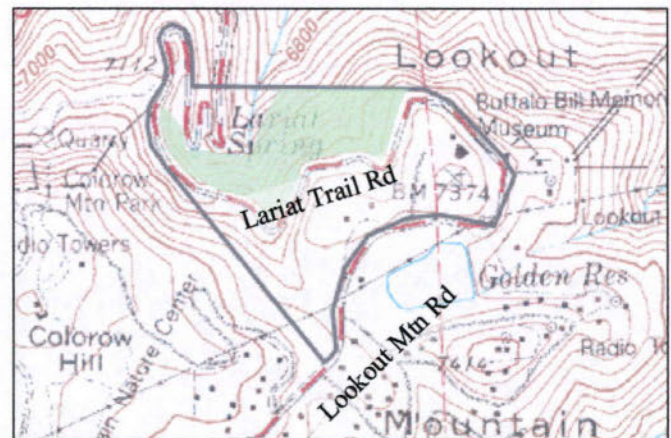
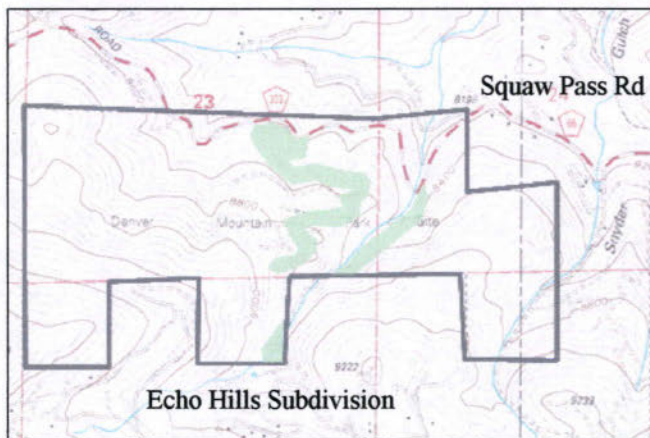
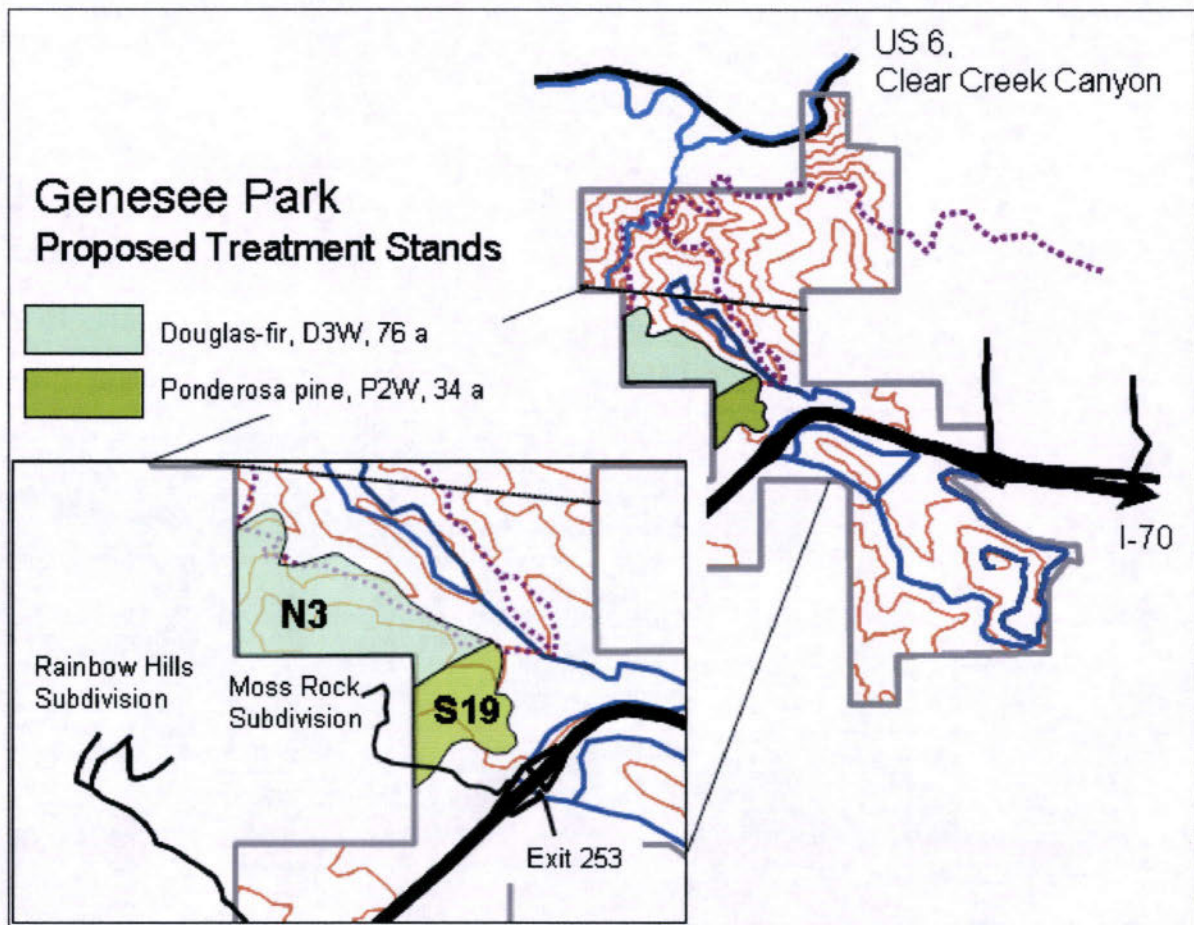
### 4) PARTNERSHIPS

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Clearly identify all vendors, landowners, and partners who will participate in the project, or each portion of the project, and list what their responsibilities/operations will be.

Where possible, we will contact and coordinate with adjacent landowners, including Jefferson County Open Space, and fire protection districts to advise them of this work and consult about the potential for coordinating with their efforts if they are working in the same area.





**Pence Mountain Park:**

Lodgepole pine forests along access roads will receive shaded fuelbreak treatments.

**Lookout Mountain Park:**

Mixed ponderosa pine and Douglas-fir on these north-facing slopes north and downhill of the road have not been treated. Condition needs to be assessed and recommendations developed for an estimated 25 acres.





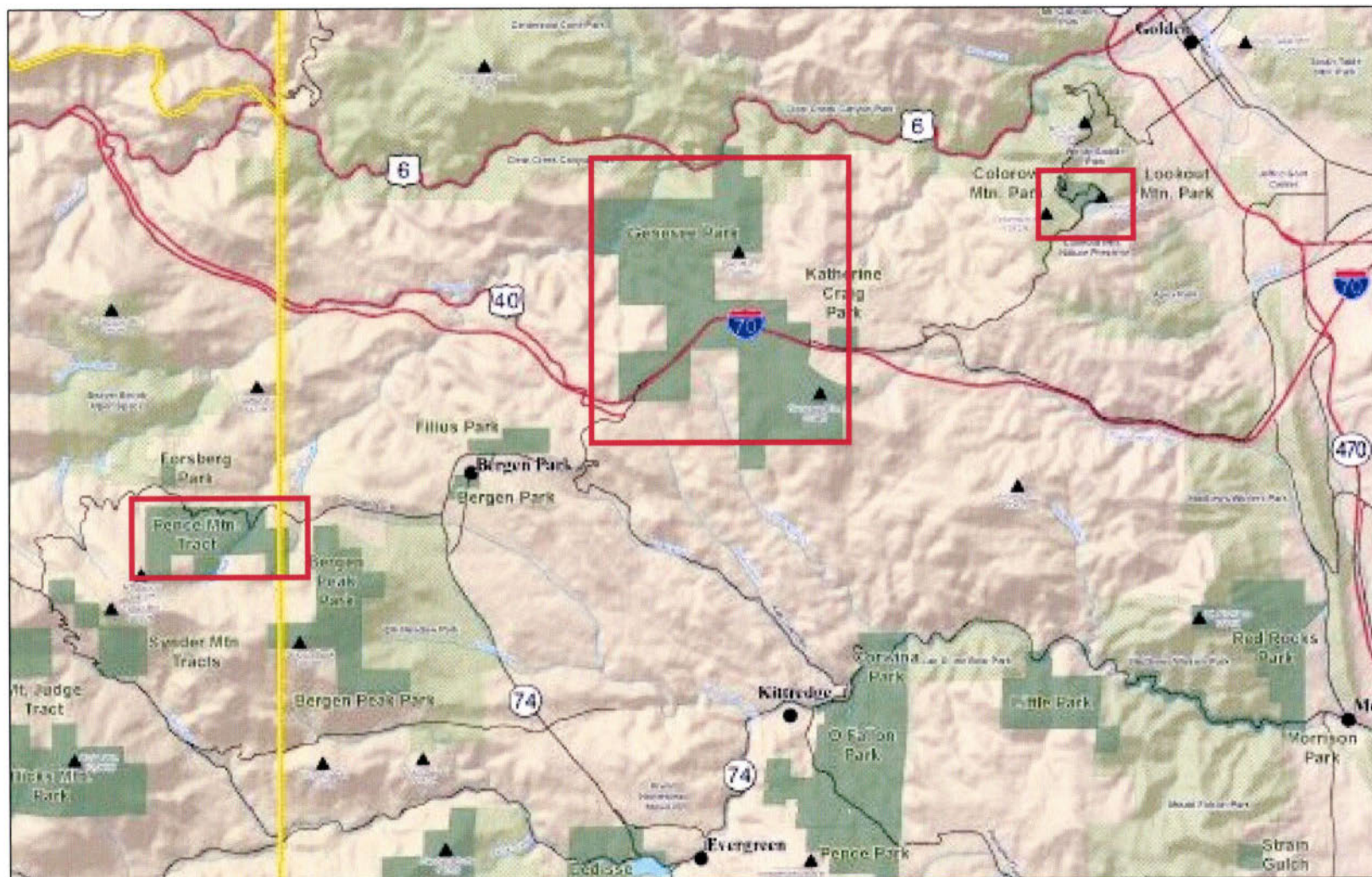
Untreated Area (above): Lookout Mountain Park, below Lariat Trail  
Forest restoration (below), above Lariat Trail Rd. in Lookout Mtn. Park



Untreated Area (above), Cub Creek Park  
Forest restoration (below), Cub Creek Park, with final tree spacing







Location map showing Denver Mountain Parks with areas to be treated  
See detail maps, page 8.



## Staff Qualifications

Jerry (A.J) Tripp-Addison, Mountain Parks Superintendent, 303.697.4545  
Denver Parks & Recreation, [aj.tripp-addison@ci.denver.co.us](mailto:aj.tripp-addison@ci.denver.co.us)

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- Denver Mountain Parks 1982-present; superintendent 1996-present
- B.S. Botany and Environmental Sciences, Ohio State University

Peter Zoschg, City Arborist, 720.913.0651  
Denver Parks & Recreation, [Peter.zoschg@denvergov.org](mailto:Peter.zoschg@denvergov.org)

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- B.S., Pennsylvania State University, Forest Management
- Two seasons with Pennsylvania Bureau of Forestry, surveying and marking timber sales and part-time research forestry
- More than 7 years experience in municipal arboriculture