

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into as of the date indicated on the signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), Party of the First Part, and **INTERMOUNTAIN ELECTRIC INC.**, a corporation which is organized under the laws of the State of Colorado (“Consultant”) Party of the Second Part;

### **WITNESSETH:**

**WHEREAS**, the City owns and operates Denver International Airport ("DEN" or the "Airport"), and desires to obtain professional services for the preventive maintenance and testing program and services of essential Denver International Airport (“DEN”) electrical equipment including switchgear, controls, and related equipment at the Airport (the “Project”); and

**WHEREAS**, the City has chosen the proposal submitted by Consultant; and

**WHEREAS**, the Consultant is ready, willing and able to provide professional expertise and to perform the services called for hereunder subject to the following conditions;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

#### **1. LINE OF AUTHORITY:**

The City's Chief Executive Officer of Aviation (“CEO”), his/her designee or successor in function authorizes all work performed under this Agreement. The CEO hereby delegates his/her authority over the work described herein to the Senior Vice President Infrastructure Management, hereinafter referred to as "SVP," as the CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Consultant under this Agreement.

The SVP's authorized representative for day-to-day administration of the Consultant's services under this Agreement is the Project Manager. The Consultant shall submit its reports, memoranda, correspondence, and submittals to the Project Manager. The CEO and the SVP may rescind or amend any such designation of representatives or delegation of authority and the SVP may from time to time designate a different individual to act as Project Manager upon notice to the Consultant.

#### **2. SCOPE OF WORK:**

A. General: The Consultant will, after it receives a written Notice to Proceed from the SVP, furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform the services, complete the work and produce all of the deliverables described and set forth in this Agreement, all of the exhibits and attachments to this Agreement, and in the attached **Exhibit A**, “Scope of Work.” This work is hereinafter referred to in this Agreement as the “Consultant's Scope of Work.”

B. Professional Responsibility; Standard and Remedies:

1. Consultant's Performance: The Consultant shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the work described in this Agreement.

2. Acts and Omissions: The Consultant shall be responsible to the City for acts and omissions Consultant's employees, contractors, subcontractors, agents and parties in privity of contract with it to perform a portion of the Work.

C. **Carry Over and Carry Back.** If the Consultant's work for any task has not been completed, as determined by the Project Manager, and if the SVP determines that a change in the scope of work is required, the City may revise the scope of work for such task accordingly. Such revision, and any corresponding change in fee, shall be negotiated with the Consultant. Should such revision result in the reduction of the Consultant's fee for such task to an amount less than that stated in the foregoing budget, then with written approval of the SVP the amount by which the budget exceeds such fee may be used to pay fees for services rendered in any other task, if in the SVP's judgment such additional fees are reasonable and appropriate. If the Consultant's fee and expenses billed for any completed task amount to less than the amount budgeted for such task, then with the written approval of the SVP, the amount by which the budget exceeds such fee may be used to pay fees for services rendered in any other task, if in the SVP's judgment such additional fees are reasonable and appropriate. However, such revision of the fees budgeted and payable for any project tasks, shall be subject to and shall not alter the Maximum Agreement Liability set forth below.

**3. COMPENSATION AND PAYMENT:**

A. **Fee.** The City hereby agrees to pay the Consultant, and the Consultant agrees to accept as its sole compensation for its services rendered under this Agreement, an amount based on the Task Orders as approved by the City.

The fee for each project undertaken by the Consultant hereunder shall be determined in accordance with **Exhibit A** and the terms of this agreement and shall be approved in advance by the SVP or his or her authorized representative. It is presumed that the Consultant's rates include all expenses and no other expenses shall be separately reimbursed hereunder, except as otherwise approved by the Project Manager.

B. There are two broad categories of work covered by this agreement:

1. Monthly Switchgear Preventive Maintenance and Testing
2. Response to Electric Power Emergencies

The majority of work in this agreement will be done through Monthly Switchgear Preventive Maintenance and Testing. To be paid for this scheduled work, the Consultant must fill out and submit a Form CM-18 Pay Application (or approved equivalent).

Unscheduled, less frequent work, will be in response to emergency electric power situations. In these situations, the vendor will be asked to provide a quote for the work requested (through a Task Order). Once the quote has been approved and the Task Order executed, the vendor must submit an invoice for payment and a Form CM-18 Pay Application (or approved equivalent).

C. Reimbursable Expenses: The parties agree that the City's payments of portions of the Consultant's lump sum fee for its services hereunder shall be deemed to include all costs and expenses related to such services with the exception of those reimbursable expenses as itemized in **Exhibit A** "Scope of Work". The Consultant shall obtain prior written approval of its proposed reimbursable expenses for each project. (1) All reimbursable travel shall have received prior written approval of the Project Manager or his or her authorized representative. (3) Expenses related to the preparation and submission of progress reports and invoices shall not be reimbursed. (2) Personal expenses such as personal telephone expenses and non-business entertainment shall not be included.

For any Additional Services performed by Consultant, the Consultant shall be reimbursed only for expenses approved in advance in writing by the SVP. Such expenses for Additional Services shall be reasonable and in accordance with federal cost principles for architectural, engineering and planning consultant services and the requirements of **Exhibits A** and this Agreement.

D. Additional Services: The Consultant may also perform services, hereinafter referred to as "Additional Services", which relate to the subject matter of this Agreement, but which the SVP determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. The Consultant shall be compensated for such Additional Services, only if the services and the amount of fees and reimbursable expenses therefore have been authorized in writing in advance by the SVP. In no event shall the approval of Additional Services and the cost of performing them, be deemed to constitute an agreement by the City to an increase in the Maximum Agreement Liability set forth below.

E. Scheduling, Progress Reports and Invoices: Payments shall be made to Consultant in accordance with the progress of the work, based upon invoices, receipts, and reports submitted by Consultant, which invoices have been approved by the City, and subject to the City's maximum agreement liability. Payments will be made to the Consultant in accordance with the City's Prompt Payment ordinance.

The City reserves the right to reject and not pay any invoice or part thereof where the CEO determines that the amount invoiced to date exceeds the amount which should be paid based upon its determination of the work which has been performed. The City, however, shall pay any undisputed items contained in the invoice. Disputes concerning payments under the provisions of this agreement shall be resolved by administrative hearing pursuant to the procedures of Section 5-17, Revised Municipal Code.

Invoices shall be submitted in accordance with the terms of this contract and shall include such documentation as shall be required by the City's Project Manager, including the following where applicable:

- (1) A brief status report which describes the progress of the work and a summary of the work performed during the period covered by the invoice.
- (2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by the Consultant and shall be available for examination by the City, at City request.
- (3) The amounts shown on the invoices shall comply with and clearly reference the work performed, the hourly rate where applicable, and allowable reimbursable expenses.
- (4) The Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- (5) The signature of an officer of the Consultant, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.
- (6) Form CM-18
- (7) Test Report (If circuit breaker testing is involved.)

F. Taxes, Charges And Penalties: The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.*

#### **4. MAXIMUM AGREEMENT LIABILITY; FUNDING:**

A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum of Seven Hundred Sixty Thousand Dollars and No Cents (**\$760,000.00**). The Maximum Contract Liability may only be increased by amendment to this Agreement.

B. Payment under this Agreement shall be paid from the City's Airport System Fund. The City has no obligation to make payments from any other source, nor to issue additional revenue bonds to satisfy such costs. The City is not under any obligation to make any future encumbrances or appropriations for this agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

#### **5. TERM:**

The term of this Agreement shall commence on March 2, 2019 and shall terminate, March 1, 2023. In addition, the term of this Agreement may be extended in the CEO's discretion, by written notice from the City to the Consultant, to allow for the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Agreement Term shall increase the Maximum Agreement Amount

stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

## **6. SUBCONSULTANTS AND SUBCONTRACTORS:**

A. Although the Consultant may retain, hire and contract with outside subconsultants, no final agreement or contract with any such subconsultant shall be entered into without the prior written consent of the CEO or her authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subconsultant, and any other information requested by the CEO. Any final agreement or contract with an approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the agreement.

B. Because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the CEO shall have the right to reject any proposed outside subconsultant or subcontractor deemed by her, in her sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the CEO shall have the right to limit the number of outside subconsultants or subcontractors or to limit the percentage of work to be performed by them, all in her sole and absolute discretion.

## **7. PERSONNEL ASSIGNMENTS:**

A. The Consultant shall assign a Project Manager to this Project that has experience and knowledge of industry standards. The Project Manager shall be the contact person in dealing with the City Project Manager on matters concerning this Project and shall have the full authority to act for the Consultant's organization and at the direction of the SVP or his or her designated representative. This Project Manager shall remain on this agreement during the entire agreement term, while in the employ of the Consultant, or, until such time that his performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Consultant's Project Manager.

B. The Consultant may submit and the City will consider a request for reassignment of a Project Manager, should the Consultant deem it to be in the best interest of the City, the best interest of the Consultant's organization or in the best interest of the Consultant's Project Manager.

C. If the City allows the removal of a Project Manager, the replacement Project Manager must have, at least, similar or equal experience and qualifications to that of the original Project Manager. The replacement Project Manager's assignment is subject to the approval of the SVP.

D. All key professional personnel identified by the Consultant will be assigned by the Consultant or sub consultants to perform work under this Scope of Work. The SVP must approve additional personnel in writing. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this

Scope of Work and that the Consultant's and the sub consultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

E. If the Consultant decides to replace any of its key professional personnel, it shall notify the SVP in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the SVP, which approval shall not be unreasonably withheld. The SVP shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen days after the SVP receives the list of key professional personnel, which the Consultant desires to replace. If the SVP or his or her designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

F. If, during the term of this Agreement, the SVP determines that the performance of approved key personnel is not acceptable, he or she shall notify the Consultant, and he may give the Consultant notice of the period of time which the SVP considers reasonable to correct such performance. If the SVP notifies the Consultant that certain of its key personnel should be reassigned, the Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the SVP's notice.

G. While the Consultant may retain and contract with sub consultants, no final agreement with any such sub consultant shall be entered into without the prior written consent of the CEO. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided by the sub consultant, the name, address, the professional experience and qualifications of the sub consultant and any other information which may be requested by the CEO. Approval of the sub consultant shall not relieve the Consultant of any obligations under this Agreement. Any final agreement with the approved sub consultant must contain a valid and binding provision whereby the sub consultant waives any and all rights to make a claim of payment against any City property arising out of the performance of the agreement.

H. Because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the CEO shall have the right to reject any proposed sub consultant deemed unqualified or unsuitable for any reason to perform the proposed services, and the CEO shall have the right to limit the number of sub consultants.

I. The Consultant shall not retain any sub consultant to perform work under this Agreement if the Consultant is aware, after a reasonable written inquiry has been made, that the subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

## **8. ASSIGNMENT:**

The Consultant shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent shall, at

the option of the CEO, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO.

**9. NO DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under this Agreement, the Consultant agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, gender variance, or physical or mental disability; and the Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

**10. FEDERAL PROVISIONS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. See attached Appendices.

**11. ADMINISTRATIVE HEARING; DISPUTE RESOLUTION:**

Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

**12. STATUS OF CONSULTANT:**

It is agreed and understood by and between the parties hereto that the status of the Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1 (E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Consultant or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

**13. NO AUTHORITY TO BIND CITY TO CONTRACTS:**

The Consultant 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.

**14. INSURANCE:**

A. Insurance Coverage. The Consultant shall obtain and keep in force during the entire term of this Agreement, including all warranty periods, all of the minimum insurance coverage

forms and amounts set forth in **Exhibit C**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City a fully completed and executed ACORD form which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage.

B. Insurance Certificates. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit C**. All subcontractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 89810, 8500 Peña Boulevard, Denver, Colorado 80249. The City Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

E. The Consultant shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant under the terms of this Agreement, including the Indemnification provisions herein. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

G. No Waiver Intended. The Parties hereto understand and agree that the City and County of Denver, its officers, officials, and employees are relying on and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials, and employees.

## **15. INDEMNIFICATION:**

The Consultant hereby agrees to indemnify and hold harmless the City, its officers, agents and employees, from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall



indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, the Consultant's performance of this Agreement or its occupancy of City-owned property or other property upon which work is performed under this Agreement, and including acts and omissions of the Consultant's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Consultant's obligation to indemnify or hold harmless the City, its officers, agents and employees under this paragraph shall not apply to liability or damages resulting (1) from the sole negligence of the City's officers, agents and employees and (2) from the Consultant's performance of work requiring the application of the Consultant's professional skills, training and judgment (such as the preparation of designs, plans or opinions) if such work was not performed in a negligent manner. The Consultant's obligations set out in this paragraph shall survive the termination of this Agreement. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**16. COORDINATION OF SERVICES:**

The Consultant agrees to perform its work under this Agreement in accordance with the operational requirements of DEN, and all work and movement of personnel or equipment on areas included within the DEN site shall be subject to the regulations and restrictions established by the City or its authorized agents.

**17. COMPLIANCE WITH ALL LAWS AND REGULATIONS:**

All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of the City and County of Denver.

**18. WAIVER OF C.R.S. 13-20-802, et. seq.:**

Notwithstanding any other provision of this Agreement, the Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802, et. seq.) relating to any design and construction defects in the Project under this Agreement.

**19. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:**

A. The Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Consultant prepares any design documents which specify any material, equipment, process or procedure which is protected, the Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

B. The Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 15, "Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law, except in cases where the Consultant's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, and copyrights.

**20. CONFLICT OF INTEREST:**

The Consultant agrees that it and its subsidiaries, affiliates, subconsultants, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given the Consultant written notice which describes such conflict. The Consultant shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

**21. TAXES AND COSTS:**

The Consultant, at its own expense, shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

**22. OWNERSHIP OF WORK PRODUCT:**

All plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by the Consultant shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Consultant shall not be liable for any damage which may result from any use of such documents for purposes other than those described in this Agreement.

**23. ADVERTISING AND PUBLIC DISCLOSURES:**

The Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Consultant's use of this agreement and its component parts in GSA form 254 or 255

presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

**24. COLORADO OPEN RECORDS ACT:**

The Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Consultant agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

**25. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:**

The Consultant and Consultant's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Consultant and Consultant's agents from City facilities or participating in City operations.

**26. CITY SMOKING POLICY:**

Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S.

§§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

**27. EXAMINATION OF RECORDS:**

A. The Consultant agrees that the City's duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving this Agreement.

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The

Consultants further agree that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

**28. CITY REVIEW OF PROCEDURES:**

The Consultant agrees that, upon request of the SVP, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

**29. TERMINATION:**

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Consultant, and with cause on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

B. If the Consultant is discharged before all the services contemplated hereunder have been completed, or if the Consultant's services are for any reason terminated, stopped or discontinued because of the inability of the Consultant to provide service under this Agreement, the Consultant shall be paid only for those services satisfactorily performed prior to the time of termination.

C. Upon termination of this Agreement by the City, the Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City the Consultant shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. The Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

**30. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:**

The parties understand and agree that all terms and conditions of this Agreement which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

**31. NOTICES:**

Notwithstanding any other provision of this Agreement, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Consultant to: Chief Executive Officer of Aviation

Denver International Airport  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by City to: Intermountain Electric, Inc.  
5050 Osage Street, Suite 500  
Denver, CO 80221  
Attn: John Thomas

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail or Federal Express/UPS (or similar type parcel service). Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service or parcel post carrier. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

**32. RIGHTS AND REMEDIES NOT WAIVED:**

In no event shall any payment by the City hereunder 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 Consultant, and the making of any such payment 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; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

**33. NO THIRD PARTY BENEFICIARIES:**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Consultant that any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**34. DIVERSITY AND INCLUSIVENESS:**

A. The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals.

B. The Consultant is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, when considering and selecting any subcontractors or suppliers.

**35. SMALL BUSINESS ENTERPRISES**

Consultant is subject to City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO

Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is 0%. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its sub-contractors and sub-contractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded 0%, for the duration of this Agreement, unless City initiates a material alteration to the Scope of Work.

### **36. PAYMENT OF PREVAILING WAGES**

- A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Consultant and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Consultant and its subcontractors under this Contract. The wages shall be those prevailing as of the date of this Contract, and the Consultant shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.
- B. The Consultant shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Consultant that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Consultant or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.
- C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates that contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. In no event shall any increases in prevailing wages after the first anniversary of this Contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Consultant.

- D. If the Consultant or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Consultant until the Consultant furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Consultant may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.
- E. If any worker to whom the prevailing wages are to be paid, employed by the Consultant or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section 8, the CEO may by written notice to the Consultant, suspend by a stop-work order or terminate the Consultant's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Consultant or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for Airport facilities while any such stop-work order is in effect or following termination for such cause.
- F. Consultant is subject to D.R.M.C. § 20-112 wherein Consultant is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

**37. GOVERNING LAW; BOND ORDINANCES; VENUE:**

A. This Agreement is made under and shall be governed by the law of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

B. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

C. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

**38. 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.

**39. AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE:**

This agreement consists of Sections 1 through 48 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendices: Standard Federal Assurances

Exhibit A: Scope of Work  
Exhibit C: Certificate of Insurance  
Exhibit D: Prevailing Wages

In the event of an irreconcilable conflict between a provision of Sections 1 through 48 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendices  
Sections 1 through 48 hereof  
Exhibit A  
Exhibit C  
Exhibit D

**40. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:**

This Agreement 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 whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

**41. 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.

**42. FORCE MAJEURE:**

Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

**43. PROVISION FOR PROFESSIONAL/TECHNICAL SERVICES AGREEMENTS (CONSULTANTS) UNDER §8-17.5-101 – 102, C.R.S. AND D.R.M.C. §20-90**

**No Employment of Illegal Aliens to Perform Work Under the Agreement.**

- (a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.
- (b) The Consultant 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 Consultant 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 or subconsultant that fails to certify to the Consultant 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 either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
  - (5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant 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 Den. Rev. Mun. Code 20-90.3.

#### **44. PROMPT PAY:**

The Consultant is subject to D.R.M.C. Section 20-112 wherein the Consultant is to pay its sub consultants in a timely fashion. A payment is timely if it is mailed to the sub consultant no later

than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

**45. SEVERABILITY:**

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Agreement Documents form the entire agreement between the parties and by incorporating herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made except as specifically stated in the Agreement Documents.

**46. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**47. COUNTERPARTS OF THIS AGREEMENT:**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**48. CITY EXECUTION OF AGREEMENT:**

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved and fully executed by all signatories of the City and County of Denver.

**[END OF PAGE]**

## AGREEMENT

**THIS AGREEMENT**, made and entered into as of the date indicated on the signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **INTERMOUNTAIN ELECTRIC INC.**, a corporation which is organized under the laws of the State of Colorado ("Consultant") Party of the Second Part;

### WITNESSETH:

**WHEREAS**, the City owns and operates Denver International Airport ("DEN" or the "Airport"), and desires to obtain professional services for the preventive maintenance and testing program and services of essential Denver International Airport ("DEN") electrical equipment including switchgear, controls, and related equipment at the Airport (the "Project"); and

**WHEREAS**, the City has chosen the proposal submitted by Consultant; and

**WHEREAS**, the Consultant is ready, willing and able to provide professional expertise and to perform the services called for hereunder subject to the following conditions;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

#### 1. **LINE OF AUTHORITY:**

The City's Chief Executive Officer of Aviation ("CEO"), his/her designee or successor in function authorizes all work performed under this Agreement. The CEO hereby delegates his/her authority over the work described herein to the Senior Vice President Infrastructure Management, hereinafter referred to as "SVP," as the CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Consultant under this Agreement.

The SVP's authorized representative for day-to-day administration of the Consultant's services under this Agreement is the Project Manager. The Consultant shall submit its reports, memoranda, correspondence, and submittals to the Project Manager. The CEO and the SVP may rescind or amend any such designation of representatives or delegation of authority and the SVP may from time to time designate a different individual to act as Project Manager upon notice to the Consultant.

#### 2. **SCOPE OF WORK:**

A. General: The Consultant will, after it receives a written Notice to Proceed from the SVP, furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform the services, complete the work and produce all of the deliverables described and set forth in this Agreement, all of the exhibits and attachments to this Agreement, and in the attached **Exhibit A**, "Scope of Work." This work is hereinafter referred to in this Agreement as the "Consultant's Scope of Work."



B. Professional Responsibility; Standard and Remedies:

1. Consultant's Performance: The Consultant shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the work described in this Agreement.

2. Acts and Omissions: The Consultant shall be responsible to the City for acts and omissions Consultant's employees, contractors, subcontractors, agents and parties in privity of contract with it to perform a portion of the Work.

C. **Carry Over and Carry Back.** If the Consultant's work for any task has not been completed, as determined by the Project Manager, and if the SVP determines that a change in the scope of work is required, the City may revise the scope of work for such task accordingly. Such revision, and any corresponding change in fee, shall be negotiated with the Consultant. Should such revision result in the reduction of the Consultant's fee for such task to an amount less than that stated in the foregoing budget, then with written approval of the SVP the amount by which the budget exceeds such fee may be used to pay fees for services rendered in any other task, if in the SVP's judgment such additional fees are reasonable and appropriate. If the Consultant's fee and expenses billed for any completed task amount to less than the amount budgeted for such task, then with the written approval of the SVP, the amount by which the budget exceeds such fee may be used to pay fees for services rendered in any other task, if in the SVP's judgment such additional fees are reasonable and appropriate. However, such revision of the fees budgeted and payable for any project tasks, shall be subject to and shall not alter the Maximum Agreement Liability set forth below.

3. **COMPENSATION AND PAYMENT:**

A. **Fee.** The City hereby agrees to pay the Consultant, and the Consultant agrees to accept as its sole compensation for its services rendered under this Agreement, an amount based on the Task Orders as approved by the City.

The fee for each project undertaken by the Consultant hereunder shall be determined in accordance with **Exhibit A** and the terms of this agreement and shall be approved in advance by the SVP or his or her authorized representative. It is presumed that the Consultant's rates include all expenses and no other expenses shall be separately reimbursed hereunder, except as otherwise approved by the Project Manager.

B. There are two broad categories of work covered by this agreement:

1. Monthly Switchgear Preventive Maintenance and Testing
2. Response to Electric Power Emergencies

The majority of work in this agreement will be done through Monthly Switchgear Preventive Maintenance and Testing. To be paid for this scheduled work, the Consultant must fill out and submit a Form CM-18 Pay Application (or approved equivalent).



Unscheduled, less frequent work, will be in response to emergency electric power situations. In these situations, the vendor will be asked to provide a quote for the work requested (through a Task Order). Once the quote has been approved and the Task Order executed, the vendor must submit an invoice for payment and a Form CM-18 Pay Application (or approved equivalent).

C. Reimbursable Expenses: The parties agree that the City's payments of portions of the Consultant's lump sum fee for its services hereunder shall be deemed to include all costs and expenses related to such services with the exception of those reimbursable expenses as itemized in **Exhibit A** "Scope of Work". The Consultant shall obtain prior written approval of its proposed reimbursable expenses for each project. (1) All reimbursable travel shall have received prior written approval of the Project Manager or his or her authorized representative. (3) Expenses related to the preparation and submission of progress reports and invoices shall not be reimbursed. (2) Personal expenses such as personal telephone expenses and non-business entertainment shall not be included.

For any Additional Services performed by Consultant, the Consultant shall be reimbursed only for expenses approved in advance in writing by the SVP. Such expenses for Additional Services shall be reasonable and in accordance with federal cost principles for architectural, engineering and planning consultant services and the requirements of **Exhibits A** and this Agreement.

D. Additional Services: The Consultant may also perform services, hereinafter referred to as "Additional Services", which relate to the subject matter of this Agreement, but which the SVP determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. The Consultant shall be compensated for such Additional Services, only if the services and the amount of fees and reimbursable expenses therefore have been authorized in writing in advance by the SVP. In no event shall the approval of Additional Services and the cost of performing them, be deemed to constitute an agreement by the City to an increase in the Maximum Agreement Liability set forth below.

E. Scheduling, Progress Reports and Invoices: Payments shall be made to Consultant in accordance with the progress of the work, based upon invoices, receipts, and reports submitted by Consultant, which invoices have been approved by the City, and subject to the City's maximum agreement liability. Payments will be made to the Consultant in accordance with the City's Prompt Payment ordinance.

The City reserves the right to reject and not pay any invoice or part thereof where the CEO determines that the amount invoiced to date exceeds the amount which should be paid based upon its determination of the work which has been performed. The City, however, shall pay any undisputed items contained in the invoice. Disputes concerning payments under the provisions of this agreement shall be resolved by administrative hearing pursuant to the procedures of Section 5-17, Revised Municipal Code.

Invoices shall be submitted in accordance with the terms of this contract and shall include such documentation as shall be required by the City's Project Manager, including the following where applicable:



- (1) A brief status report which describes the progress of the work and a summary of the work performed during the period covered by the invoice.
- (2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by the Consultant and shall be available for examination by the City, at City request.
- (3) The amounts shown on the invoices shall comply with and clearly reference the work performed, the hourly rate where applicable, and allowable reimbursable expenses.
- (4) The Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- (5) The signature of an officer of the Consultant, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.
- (6) Form CM-18
- (7) Test Report (If circuit breaker testing is involved.)

F. Taxes, Charges And Penalties: The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.*

#### **4. MAXIMUM AGREEMENT LIABILITY; FUNDING:**

A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum of Seven Hundred Sixty Thousand Dollars and No Cents (**\$760,000.00**). The Maximum Contract Liability may only be increased by amendment to this Agreement.

B. Payment under this Agreement shall be paid from the City's Airport System Fund. The City has no obligation to make payments from any other source, nor to issue additional revenue bonds to satisfy such costs. The City is not under any obligation to make any future encumbrances or appropriations for this agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

#### **5. TERM:**

The term of this Agreement shall commence on March 2, 2019 and shall terminate, March 1, 2023. In addition, the term of this Agreement may be extended in the CEO's discretion, by written notice from the City to the Consultant, to allow for the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate.



stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

**6. SUBCONSULTANTS AND SUBCONTRACTORS:**

A. Although the Consultant may retain, hire and contract with outside subconsultants, no final agreement or contract with any such subconsultant shall be entered into without the prior written consent of the CEO or her authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subconsultant, and any other information requested by the CEO. Any final agreement or contract with an approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the agreement.

B. Because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the CEO shall have the right to reject any proposed outside subconsultant or subcontractor deemed by her, in her sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the CEO shall have the right to limit the number of outside subconsultants or subcontractors or to limit the percentage of work to be performed by them, all in her sole and absolute discretion.

**7. PERSONNEL ASSIGNMENTS:**

A. The Consultant shall assign a Project Manager to this Project that has experience and knowledge of industry standards. The Project Manager shall be the contact person in dealing with the City Project Manager on matters concerning this Project and shall have the full authority to act for the Consultant's organization and at the direction of the SVP or his or her designated representative. This Project Manager shall remain on this agreement during the entire agreement term, while in the employ of the Consultant, or, until such time that his performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Consultant's Project Manager.

B. The Consultant may submit and the City will consider a request for reassignment of a Project Manager, should the Consultant deem it to be in the best interest of the City, the best interest of the Consultant's organization or in the best interest of the Consultant's Project Manager.

C. If the City allows the removal of a Project Manager, the replacement Project Manager must have, at least, similar or equal experience and qualifications to that of the original Project Manager. The replacement Project Manager's assignment is subject to the approval of the SVP.

D. All key professional personnel identified by the Consultant will be assigned by the Consultant or sub consultants to perform work under this Scope of Work. The SVP must approve additional personnel in writing. It is the intent of the parties hereto that all key



Scope of Work and that the Consultant's and the sub consultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

E. If the Consultant decides to replace any of its key professional personnel, it shall notify the SVP in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the SVP, which approval shall not be unreasonably withheld. The SVP shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen days after the SVP receives the list of key professional personnel, which the Consultant desires to replace. If the SVP or his or her designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

F. If, during the term of this Agreement, the SVP determines that the performance of approved key personnel is not acceptable, he or she shall notify the Consultant, and he may give the Consultant notice of the period of time which the SVP considers reasonable to correct such performance. If the SVP notifies the Consultant that certain of its key personnel should be reassigned, the Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the SVP's notice.

G. While the Consultant may retain and contract with sub consultants, no final agreement with any such sub consultant shall be entered into without the prior written consent of the CEO. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided by the sub consultant, the name, address, the professional experience and qualifications of the sub consultant and any other information which may be requested by the CEO. Approval of the sub consultant shall not relieve the Consultant of any obligations under this Agreement. Any final agreement with the approved sub consultant must contain a valid and binding provision whereby the sub consultant waives any and all rights to make a claim of payment against any City property arising out of the performance of the agreement.

H. Because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the CEO shall have the right to reject any proposed sub consultant deemed unqualified or unsuitable for any reason to perform the proposed services, and the CEO shall have the right to limit the number of sub consultants.

I. The Consultant shall not retain any sub consultant to perform work under this Agreement if the Consultant is aware, after a reasonable written inquiry has been made, that the subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

## **8. ASSIGNMENT:**

The Consultant shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent shall, at





the option of the CEO, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO.

**9. NO DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under this Agreement, the Consultant agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, gender variance, or physical or mental disability; and the Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

**10. FEDERAL PROVISIONS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. See attached Appendices.

**11. ADMINISTRATIVE HEARING; DISPUTE RESOLUTION:**

Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

**12. STATUS OF CONSULTANT:**

It is agreed and understood by and between the parties hereto that the status of the Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1 (E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Consultant or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

**13. NO AUTHORITY TO BIND CITY TO CONTRACTS:**

The Consultant 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.

**14. INSURANCE:**

A. Insurance Coverage. The Consultant shall obtain and keep in force during the entire term of this Agreement including all warranty periods, all of the minimum insurance coverage



forms and amounts set forth in **Exhibit C**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City a fully completed and executed ACORD form which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage.

B. Insurance Certificates. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit C**. All subcontractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 89810, 8500 Peña Boulevard, Denver, Colorado 80249. The City Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

E. The Consultant shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant under the terms of this Agreement, including the Indemnification provisions herein. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

G. No Waiver Intended. The Parties hereto understand and agree that the City and County of Denver, its officers, officials, and employees are relying on and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials, and employees.

## 15. INDEMNIFICATION:

The Consultant hereby agrees to indemnify and hold harmless the City, its officers, agents and employees, from and against any and all loss of or damage to property or injuries to or death of ~~any person or persons, including property and employees or agents of the City, and shall~~



indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, the Consultant's performance of this Agreement or its occupancy of City-owned property or other property upon which work is performed under this Agreement, and including acts and omissions of the Consultant's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Consultant's obligation to indemnify or hold harmless the City, its officers, agents and employees under this paragraph shall not apply to liability or damages resulting (1) from the sole negligence of the City's officers, agents and employees and (2) from the Consultant's performance of work requiring the application of the Consultant's professional skills, training and judgment (such as the preparation of designs, plans or opinions) if such work was not performed in a negligent manner. The Consultant's obligations set out in this paragraph shall survive the termination of this Agreement. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**16. COORDINATION OF SERVICES:**

The Consultant agrees to perform its work under this Agreement in accordance with the operational requirements of DEN, and all work and movement of personnel or equipment on areas included within the DEN site shall be subject to the regulations and restrictions established by the City or its authorized agents.

**17. COMPLIANCE WITH ALL LAWS AND REGULATIONS:**

All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of the City and County of Denver.

**18. WAIVER OF C.R.S. 13-20-802, *et. seq.*:**

Notwithstanding any other provision of this Agreement, the Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802, *et. seq.*) relating to any design and construction defects in the Project under this Agreement.

**19. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:**

A. The Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Consultant prepares any design documents which specify any material, equipment, process or procedure which is protected, the Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.



B. The Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 15, "Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law, except in cases where the Consultant's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, and copyrights.

**20. CONFLICT OF INTEREST:**

The Consultant agrees that it and its subsidiaries, affiliates, subconsultants, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given the Consultant written notice which describes such conflict. The Consultant shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

**21. TAXES AND COSTS:**

The Consultant, at its own expense, shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

**22. OWNERSHIP OF WORK PRODUCT:**

All plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by the Consultant shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Consultant shall not be liable for any damage which may result from any use of such documents for purposes other than those described in this Agreement.

**23. ADVERTISING AND PUBLIC DISCLOSURES:**

The Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Consultant's use of this agreement and its component parts in GSA form 254 or 255



presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

**24. COLORADO OPEN RECORDS ACT:**

The Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Consultant agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

**25. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:**

The Consultant and Consultant's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Consultant and Consultant's agents from City facilities or participating in City operations.

**26. CITY SMOKING POLICY:**

Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S.

§§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

**27. EXAMINATION OF RECORDS:**

A. The Consultant agrees that the City's duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving this Agreement.

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit examination, excerpts and transcriptions. The



Consultants further agree that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

**28. CITY REVIEW OF PROCEDURES:**

The Consultant agrees that, upon request of the SVP, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

**29. TERMINATION:**

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Consultant, and with cause on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

B. If the Consultant is discharged before all the services contemplated hereunder have been completed, or if the Consultant's services are for any reason terminated, stopped or discontinued because of the inability of the Consultant to provide service under this Agreement, the Consultant shall be paid only for those services satisfactorily performed prior to the time of termination.

C. Upon termination of this Agreement by the City, the Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City the Consultant shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. The Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

**30. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:**

The parties understand and agree that all terms and conditions of this Agreement which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

**31. NOTICES:**

Notwithstanding any other provision of this Agreement, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Consultant to: Chief Executive Officer of Aviation



Denver International Airport  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by City to: Intermountain Electric, Inc.  
5050 Osage Street, Suite 500  
Denver, CO 80221  
Attn: John Thomas

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail or Federal Express/UPS (or similar type parcel service). Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service or parcel post carrier. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

**32. RIGHTS AND REMEDIES NOT WAIVED:**

In no event shall any payment by the City hereunder 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 Consultant, and the making of any such payment 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; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

**33. NO THIRD PARTY BENEFICIARIES:**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Consultant that any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**34. DIVERSITY AND INCLUSIVENESS:**

A. The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals.

B. The Consultant is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, when considering and selecting any subcontractors or suppliers.

**35. SMALL BUSINESS ENTERPRISES**

Consultant is subject to City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance)



Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is 0%. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its sub-contractors and sub-contractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded 0%, for the duration of this Agreement, unless City initiates a material alteration to the Scope of Work.

### **36. PAYMENT OF PREVAILING WAGES**

- A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Consultant and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Consultant and its subcontractors under this Contract. The wages shall be those prevailing as of the date of this Contract, and the Consultant shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.
- B. The Consultant shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Consultant that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Consultant or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.
- C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates that contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. In no event shall any increases in prevailing wages after the first anniversary of this Contract result in any increased liability on the part of the City and the possibility and risk of any such





- D. If the Consultant or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Consultant until the Consultant furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Consultant may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.
- E. If any worker to whom the prevailing wages are to be paid, employed by the Consultant or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section 8, the CEO may by written notice to the Consultant, suspend by a stop-work order or terminate the Consultant's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Consultant or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for Airport facilities while any such stop-work order is in effect or following termination for such cause.
- F. Consultant is subject to D.R.M.C. § 20-112 wherein Consultant is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

**37. GOVERNING LAW; BOND ORDINANCES; VENUE:**

A. This Agreement is made under and shall be governed by the law of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

B. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

C. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

**38. 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.

**39. AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE:**

This agreement consists of Sections 1 through 48 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:



Exhibit A: Scope of Work  
Exhibit C: Certificate of Insurance  
Exhibit D: Prevailing Wages

In the event of an irreconcilable conflict between a provision of Sections 1 through 48 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendices  
Sections 1 through 48 hereof  
Exhibit A  
Exhibit C  
Exhibit D

**40. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:**

This Agreement 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 whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

**41. 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.

**42. FORCE MAJEURE:**

Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

**43. PROVISION FOR PROFESSIONAL/TECHNICAL SERVICES AGREEMENTS (CONSULTANTS) UNDER §8-17.5-101 – 102, C.R.S. AND D.R.M.C. §20-90**

**No Employment of Illegal Aliens to Perform Work Under the Agreement.**

- (a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.
- (b) The Consultant 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 Consultant 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 or subconsultant that fails to certify to the Consultant 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 either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
  - (5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant 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 Den. Rev. Mun. Code 20-90.3.

#### 44. PROMPT PAY:

The Consultant is subject to D.R.M.C. Section 20-112 wherein the Consultant is to pay its sub consultants in a timely fashion. A payment is timely if it is mailed to the sub consultant no later



than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

**45. SEVERABILITY:**

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Agreement Documents form the entire agreement between the parties and by incorporating herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made except as specifically stated in the Agreement Documents.

**46. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**47. COUNTERPARTS OF THIS AGREEMENT:**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**48. CITY EXECUTION OF AGREEMENT:**

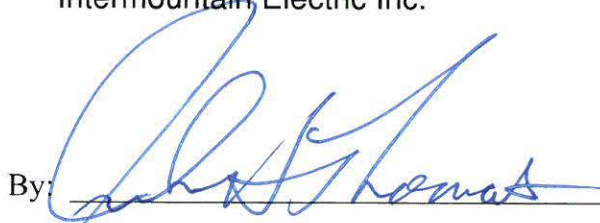
This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved and fully executed by all signatories of the City and County of Denver.

[END OF PAGE]



Contract Control Number: PLANE-201842074-00

Contractor Name: Intermountain Electric Inc.

By: 

Name: JOHN H. THOMAS  
(please print)

Title: VICE PRESIDENT  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Contract Control Number:** PLANE-201842074-00

**Contractor Name:** Intermountain Electric Inc.

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



SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of  
Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF WORK**  
**SWITCHGEAR PREVENTIVE MAINTENANCE & TESTING**  
**DENVER INTERNATIONAL AIRPORT**

I. **Introduction**

The purpose of this project is to realize the economic and operational benefits resulting from an effectively executed preventive maintenance and testing program of essential Denver International Airport (DIA) electric equipment. The Electric Power System of DIA has a large number of 480 volt switchgears and some 4160 volt switchgears. This Project will include the testing and preventive maintenance of these switchgears and related equipment as determined by the Project Manager.

All testing for this project shall be done at night with some exceptions. The testing at the Airfield Lighting Vaults may be done during the day. The normal pace of work will be the testing of one (1) switchgear per month. As a condition of accepting this contract, the contractor agrees to coordinate all work through DIA Technical Maintenance. The contractor will be required to provide the tools and equipment needed to inspect, evaluate and test the equipment listed in this scope of work appropriate to the constraints of the DIA electrical shut down policy. [There can be an outage for only one switchgear per night and some switchgears may require successive nights of work to complete the testing. DIA reserves the right to cancel testing with minimal notice due to operational considerations such as inclement weather and scheduling conflicts.]

Some of the breakers to be tested will be equipped with the manufacturer's DIGITRIP 800 trip module installed and they will be Westinghouse/Cutler-Hammer type DS draw-out breakers of two types:

DS 420 & DS 632

Other breakers will be GE AKRT-7D-50H 1600 Amps and 2000 Amp with Micro-Versa Trip Units, Siemens Type RL-2000 LM 120 Volt Control 24 Volt DC Trip with Siemens Static Trip Unit, and ABB Sace 3S-A20 2000 Amp with PR 112/PA Trip Unit. The Contractor is responsible for complete descriptions of all of the circuit breakers to be tested.

This contract requires that the contractor arrange for and pay Xcel Energy to de-energize and re-energize some of the switchgears as they are being tested. These switchgears will require



that Xcel Energy de-energize and re-energize either one or two 25kv transformers per switchgear. Additionally, all contractor personnel involved in the testing of the switchgear must be NETA certified (or certified by Westinghouse/Cutler-Hammer) and must be able to demonstrate the capability and competence to do the work required by the Project.

The Contractor may be required to provide a generator to power their testing equipment. There are many locations without secondary power. The Airport reserves the right to change the Circuit Breakers to be tested as conditions dictate.

All Contracting and Testing personnel will be required to have a DIA Security Badge.

**Note: Order of testing of Switchgear to be determined by Project Manager.**

## II. **Scope of Work**

The following testing of the specified equipment is to be done and the results recorded. A written report on the test results and the test methodology for each piece of equipment tested will be required. **Please Note: a sample report will be required with every Payment Application involving the testing of Circuit Breakers.** Some method of providing a pass or fail testing result must be provided with a documented explanation of the Pass/Fail grading system for all types of equipment tested. If repairs are required, they must be indicated and recommended on the recorded results.

### **SWITCHGEAR AND SWITCHBOARD ASSEMBLIES:**

#### Electrical Tests

1. Measure insulation resistance of each bus section phase-to-phase and phase-to-ground.
2. Inspect all accessible bus joints and cable connections to detect loose or high resistance connections and other circuit anomalies.
3. Inspect bus and insulation systems ultrasonically to detect insulator micro fractures and insulation system defects.

#### **Metering and Instrumentation**





### *Visual & Mechanical Inspection*

1. Check all devices for physical damage and connection tightness.
2. Verify meter nameplate designation.

### Electrical Tests

1. Check calibration of all panel meters at zero, midscale, and full scale deflection by transfer standard.
2. Check calibration of watt-hour meters for proper registration by use of rotating standard at light, heavy, and 50% power factor conditions.
3. Verify instrument multipliers and scale factors.

### Low Voltage Air Circuit Breakers

#### Visual & Mechanical Inspection:

1. Inspect for physical damage.
2. Perform mechanical operational test in accordance with manufacturer's instructions.
3. Check tightness of all hardware connections.
4. Check cell fit and element alignment

#### Electrical Tests

1. Measure contact resistance.
2. Check the following functions by primary current injection:
  - Measure minimum long-time pickup when possible.
  - Measure long-time delay at three (3) times long-time pickup current.
  - Measure short-time pickup.
  - Measure short-time delay at 1½ times short-time pickup current.
  - Measure instantaneous pickup.
  - Measure ground fault delay at 1½ times ground fault pickup.
  - Check trip unit reset operation.
3. Perform insulation resistance test phase-to-ground, phase-to-phase and across open contacts.



**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

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Certificate Holder Information:

CITY AND COUNTY OF DENVER  
Attn: Risk Management, Suite 8810  
Manager of Aviation  
Denver International Airport  
8500 Peña Boulevard  
Denver CO 80249

If you are awarded the contract, your ACORD forms must be submitted electronically to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com).  
HARD COPIES will not be accepted.  
All ACORD forms must have the project number in the Description of Operations section.

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**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201842074 Switchgear Maintenance and Testing**

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**I. PRIMARY COVERAGE**

**Colorado Workers' Compensation and Employer Liability**

<b>Minimum Limits of Liability (In Thousands)</b>	<b>\$100, \$500, \$100</b>
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- 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. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
- If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

**Commercial General Liability**

**Minimum Limits of Liability (In Thousands):**

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000

The policy must provide the following:

- That this Agreement is an Insured Contract under the policy.
- Defense costs are outside the limits of liability.
- A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
- A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- The full limits of coverage must be dedicated to apply to each project/location.

**Business Automobile Liability**

**Minimum Limits of Liability (In Thousands):**

Combined Single Limit	\$1,000
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The policy must provide the following:

- Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
  - If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.
- 



## II. ADDITIONAL COVERAGE

### Professional Liability, Design, Engineering and Construction Supervision

#### Minimum Limits of Liability (In Thousands)

Per Claim	\$1,000
Aggregate	\$1,000

The policy must provide the following:

1. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with City.
2. Coverage shall apply for three (3) years after project is complete.
3. Coverage is to be on a primary basis, if other professional coverage is carried.

## III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. 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.
6. 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.
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

### NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.





**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

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

**TO:** All Users of the City of Denver Prevailing Wage Schedules  
**FROM:** Susan Keller, Human Resources Technician, Classification & Compensation  
**DATE:** Wednesday, March 14, 2018  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The attached Prevailing Wage Schedule is effective as of **Friday, March 2, 2018** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180030  
Superseded General Decision No. CO20170030  
Modification No. 2  
Publication Date: 03/02/2018  
(6 pages)

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

Attachments as listed above.



General Decision Number: CO180030 03/02/2018 CO30

Superseded General Decision Number: CO20170030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	03/02/2018

ASBE0028-002 07/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 30.73	14.23

CARP0055-002 11/01/2016

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 26.25	8.64

CARP1607-001 06/01/2016

Rates Fringes



MILLWRIGHT.....\$ 31.38 12.70

ELEC0068-012 01/01/2018

Rates Fringes

ELECTRICIAN (Includes Low Voltage Wiring).....\$ 34.70 15.07

ELEV0025-001 01/01/2018

Rates Fringes

ELEVATOR MECHANIC.....\$ 43.66 32.645

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2017

Rates Fringes

POWER EQUIPMENT OPERATOR (Crane)

141 tons and over.....\$ 29.82 10.10
50 tons and under.....\$ 27.75 10.10
51 to 90 tons.....\$ 27.92 10.10
91 to 140 tons.....\$ 28.55 10.10

\* IRON0024-009 11/01/2017

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 27.45 11.99

\* IRON0024-010 11/01/2017

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 27.45 11.99

PAIN0079-006 08/01/2017

Rates Fringes

PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....\$ 20.50 8.41

PAIN0079-007 08/01/2017



	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

-----  
PAIN0419-001 07/01/2016

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

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PAIN0930-002 07/01/2017

	Rates	Fringes
GLAZIER.....	\$ 31.02	9.37

-----  
PLUM0003-009 06/01/2017

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 34.53	16.44

-----  
PLUM0208-008 06/01/2017

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 33.30	17.65

-----  
SFCO0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

-----  
SHEE0009-004 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 33.26	16.61

-----  
SU02013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00

CARPENTER (Acoustical Ceiling



Installation Only).....\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...\$ 20.09	7.03
LABORER: Common or General.....\$ 14.49	5.22
LABORER: Mason Tender - Brick...\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 16.00	0.00
LABORER: Pipelayer.....\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 19.10	3.89
OPERATOR: Grader/Blade.....\$ 21.50	0.00
ROOFER.....\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....\$ 17.34	0.00
WATERPROOFER.....\$ 12.71	0.00

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





**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver projects)**  
**Revision Date: 11-28-2016**

<b><u>Classification</u></b>		<b><u>Base</u></b>	<b><u>Fringe</u></b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$10.79	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- **Boilermaker** – Perform industrial work
- **Caulker** - Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- **Ironworker – Reinforcing** – Install, tie, and handle all rebar
  - Reinforce with carbon fiber material, includes cleaning, sanding of surface, and application of epoxy and fiber material
  - Plasterers perform fireproofing of this material
- **Laborer** – Concrete Saw
  - Perform concrete coring
  - Perform radar and x-ray for coring or boring for utility location
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer
- **Paper Hanger**
  - Install exterior plastic wall covering
  - Install regular or vinyl wallpaper
- **Plasterer**
  - Apply spray-on fireproofing
  - Fireproofing of Carbon Fiber material



- **Plaster Tender**
  - There is no formal ratio for Plasterer Tenders to Plasterers
  - Plaster Tender is the laborer for Plasterer
  - Plaster Tender may mix mud, move hoses, clean up over spray for Plasterers
  - Plaster Tender do not patch plaster or fireproofing by hand, trowel, sprayer, or any other means
  - Plaster Tender may use forklifts/backhoes as a tool of the trade
  - Erect trade-specific scaffolding
  
- **Power Equipment Operator**
  - Concrete mixers
  - Less than 1 yd.
  - Concrete placement pumps under 8"
  - 1 yd. and over
  - Concrete placement pumps over 8"
  - Loader up to and including 6 cubic yards
  - Loaders over 6 cubic yards
  - Motor grader
  - Roller
  - Drillers
  - Oilers
  - M
  
- **Tile Setter**
  - Install granite or other stone countertops
  - Setting sheets of Swanstone (imitation tile or stone product)
  - Marble Masons
  - Sandblast lettering into exterior granite and marble
  - Spreads the mud on the floor, screed the mud flat, and floats the mud
  
- **Tile Finisher**
  - Finishers are the laborers for the tile setters
  - Common laborers are not used for cleanup after tile setters or for any other use
  - Finishers mix mud, put tiles out, or cut tiles
  - Finishers may grind floors and bases
  
- **Truck Driver**
  - Flatbed
  - Semi
  
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
- Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.





**DENVER**  
THE MILE HIGH CITY

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

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Wednesday, March 14, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The effective date for this publication will be **Friday, March 2, 2018** 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. CO180012  
Superseded General Decision No. CO20170012  
Modification No. 4  
Publication Date: 03/02/2018  
(7 pages)

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

Attachments as listed above.



General Decision Number: CO180012 03/02/2018 CO12

Superseded General Decision Number: CO20170012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/02/2018
3	02/09/2018
4	03/02/2018

ASBE0028-001 07/01/2017

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 30.73	14.23

BRCO0007-004 01/01/2018

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

Rates	Fringes
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BRCO0007-006 05/01/2017

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.32	9.90

ELEC0012-004 01/01/2018

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.95	11.40+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	11.40+3%

ELEC0068-001 01/01/2018

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.70	15.07

ELEC0111-001 09/01/2017

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 25.68	25.25%+\$5.75
Line Equipment Operator.....	\$ 31.35	25.25% + \$5.75
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

ELEC0113-002 01/01/2018

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	15.48

ELEC0969-002 06/01/2015

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.92

ENGI0009-001 05/01/2017

	Rates	Fringes
Power equipment operators:		



Cranes: 50 tons and under..	\$ 27.75	10.10
Cranes: 51 to 90 tons.....	\$ 27.92	10.10
Cranes: 91 to 140 tons.....	\$ 28.55	10.10
Cranes: 141 tons and over...	\$ 29.82	10.10
Forklift.....	\$ 27.22	10.10
Mechanic.....	\$ 28.08	10.10
Oiler.....	\$ 26.84	10.10
Scraper: Single bowl under 40 cubic yards.....	\$ 27.75	10.10
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 27.92	10.10
Trackhoe.....	\$ 27.75	10.10

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\* IRON0024-003 11/01/2017

	Rates	Fringes
Ironworkers:.....	\$ 27.45	27.76
Structural		

-----  
LABO0086-001 05/01/2009

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

-----  
PLUM0003-005 06/01/2017

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

	Rates	Fringes
PLUMBER.....	\$ 39.08	16.44

-----  
PLUM0058-002 07/01/2017

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

-----  
PLUM0058-008 07/01/2017

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

-----  
PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
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PLUM0208-004 06/01/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62

-----  
SHEE0009-002 07/01/2017

	Rates	Fringes
Sheet metal worker.....	\$ 33.26	16.61

-----  
TEAM0455-002 07/01/2017

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 20.91	4.22
Tandem/Semi and Water.....	\$ 21.54	4.22

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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
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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



**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver Projects)**  
**(Supp #74, Date: 02-03-2012)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

● **Ironworker – Ornamental**

- Heavy Ornamental is not combined with Ironworker Structural
- Install pedestrian and ornamental railings on bridges
- Install metal hand rails
- Install wrought iron fences, whether they are welded together or bolted together





- **Laborer**
  - **Group 1** –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; 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; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; 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 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 2** - 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.
- **Laborer - Asbestos**
  - Abatement of asbestos or remediation of hazardous materials inside or outside of a building
  - Asbestos Workers and Insulators do not perform abatement or remediation work
- **Laborer - Tunnel**
  - **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.
- **Power Equipment Operator (Tunnels above and below ground, shafts, and raises)**
  - 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
- **Power Equipment Operator**

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid no less than \$2.00 per hour above the listed wage rates.

  - **Group 1** - Air compressor, brakeman, drill operator, smaller than Watson 2500, and



- **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, articulated truck operator, 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; pile driver, tractor with side boom, 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
- **Truck Driver**
    - **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
  - Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
  - Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.



## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract Number PLANE 201842074.

#### GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.



## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);



## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

#### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division



**APPENDIX**

**Federal Aviation Administration Required Contract Provisions**

**ALL CONTRACTS – NON-AIP FUNDED**

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF WORK**  
**SWITCHGEAR PREVENTIVE MAINTENANCE & TESTING**  
**DENVER INTERNATIONAL AIRPORT**

I. **Introduction**

The purpose of this project is to realize the economic and operational benefits resulting from an effectively executed preventive maintenance and testing program of essential Denver International Airport (DIA) electric equipment. The Electric Power System of DIA has a large number of 480 volt switchgears and some 4160 volt switchgears. This Project will include the testing and preventive maintenance of these switchgears and related equipment as determined by the Project Manager.

All testing for this project shall be done at night with some exceptions. The testing at the Airfield Lighting Vaults may be done during the day. The normal pace of work will be the testing of one (1) switchgear per month. As a condition of accepting this contract, the contractor agrees to coordinate all work through DIA Technical Maintenance. The contractor will be required to provide the tools and equipment needed to inspect, evaluate and test the equipment listed in this scope of work appropriate to the constraints of the DIA electrical shut down policy. [There can be an outage for only one switchgear per night and some switchgears may require successive nights of work to complete the testing. DIA reserves the right to cancel testing with minimal notice due to operational considerations such as inclement weather and scheduling conflicts.]

Some of the breakers to be tested will be equipped with the manufacturer's DIGITRIP 800 trip module installed and they will be Westinghouse/Cutler-Hammer type DS draw-out breakers of two types:

DS 420 & DS 632

Other breakers will be GE AKRT-7D-50H 1600 Amps and 2000 Amp with Micro-Versa Trip Units, Siemens Type RL-2000 LM 120 Volt Control 24 Volt DC Trip with Siemens Static Trip Unit, and ABB Sace 3S-A20 2000 Amp with PR 112/PA Trip Unit. The Contractor is responsible for complete descriptions of all of the circuit breakers to be tested.

This contract requires that the contractor arrange for and pay Xcel Energy to de-energize and re-energize some of the switchgears as they are being tested. These switchgears will require



that Xcel Energy de-energize and re-energize either one or two 25kv transformers per switchgear. Additionally, all contractor personnel involved in the testing of the switchgear must be NETA certified (or certified by Westinghouse/Cutler-Hammer) and must be able to demonstrate the capability and competence to do the work required by the Project.

The Contractor may be required to provide a generator to power their testing equipment. There are many locations without secondary power. The Airport reserves the right to change the Circuit Breakers to be tested as conditions dictate.

All Contracting and Testing personnel will be required to have a DIA Security Badge.

**Note: Order of testing of Switchgear to be determined by Project Manager.**

## II. **Scope of Work**

The following testing of the specified equipment is to be done and the results recorded. A written report on the test results and the test methodology for each piece of equipment tested will be required. **Please Note: a sample report will be required with every Payment Application involving the testing of Circuit Breakers.** Some method of providing a pass or fail testing result must be provided with a documented explanation of the Pass/Fail grading system for all types of equipment tested. If repairs are required, they must be indicated and recommended on the recorded results.

### **SWITCHGEAR AND SWITCHBOARD ASSEMBLIES:**

#### Electrical Tests

1. Measure insulation resistance of each bus section phase-to-phase and phase-to-ground.
2. Inspect all accessible bus joints and cable connections to detect loose or high resistance connections and other circuit anomalies.
3. Inspect bus and insulation systems ultrasonically to detect insulator micro fractures and insulation system defects.

### **Metering and Instrumentation**

### *Visual & Mechanical Inspection*

1. Check all devices for physical damage and connection tightness.
2. Verify meter nameplate designation.

### Electrical Tests

1. Check calibration of all panel meters at zero, midscale, and full scale deflection by transfer standard.
2. Check calibration of watt-hour meters for proper registration by use of rotating standard at light, heavy, and 50% power factor conditions.
3. Verify instrument multipliers and scale factors.

### Low Voltage Air Circuit Breakers

#### Visual & Mechanical Inspection:

1. Inspect for physical damage.
2. Perform mechanical operational test in accordance with manufacturer's instructions.
3. Check tightness of all hardware connections.
4. Check cell fit and element alignment

#### Electrical Tests

1. Measure contact resistance.
2. Check the following functions by primary current injection:
  - Measure minimum long-time pickup when possible.
  - Measure long-time delay at three (3) times long-time pickup current.
  - Measure short-time pickup.
  - Measure short-time delay at 1½ times short-time pickup current.
  - Measure instantaneous pickup.
  - Measure ground fault delay at 1½ times ground fault pickup.
  - Check trip unit reset operation.
3. Perform insulation resistance test phase-to-ground, phase-to-phase and across open contacts.

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

CITY AND COUNTY OF DENVER  
Attn: Risk Management, Suite 8810  
Manager of Aviation  
Denver International Airport  
8500 Peña Boulevard  
Denver CO 80249

If you are awarded the contract, your ACORD forms must be submitted electronically to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com).  
HARD COPIES will not be accepted.  
All ACORD forms must have the project number in the Description of Operations section.

**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201842074 Switchgear Maintenance and Testing**

**I. PRIMARY COVERAGE**

**Colorado Workers' Compensation and Employer Liability**

**Minimum Limits of Liability (In Thousands)**   \$100, \$500, \$100

- 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. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
- If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

**Commercial General Liability**

**Minimum Limits of Liability (In Thousands):**

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000

The policy must provide the following:

- That this Agreement is an Insured Contract under the policy.
- Defense costs are outside the limits of liability.
- A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
- A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- The full limits of coverage must be dedicated to apply to each project/location.

**Business Automobile Liability**

**Minimum Limits of Liability (In Thousands):**

Combined Single Limit	\$1,000
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The policy must provide the following:

- Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

## II. ADDITIONAL COVERAGE

### Professional Liability, Design, Engineering and Construction Supervision

#### Minimum Limits of Liability (In Thousands)

Per Claim	\$1,000
Aggregate	\$1,000

The policy must provide the following:

1. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with City.
2. Coverage shall apply for three (3) years after project is complete.
3. Coverage is to be on a primary basis, if other professional coverage is carried.

## III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. 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.
6. 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
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

### NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

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

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

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Wednesday, March 14, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The attached Prevailing Wage Schedule is effective as of **Friday, March 2, 2018** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180030  
Superseded General Decision No. CO20170030  
Modification No. 2  
Publication Date: 03/02/2018  
(6 pages)

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

Attachments as listed above.

General Decision Number: CO180030 03/02/2018 CO30

Superseded General Decision Number: CO20170030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	03/02/2018

ASBE0028-002 07/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 30.73	14.23

CARP0055-002 11/01/2016

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 26.25	8.64

CARP1607-001 06/01/2016

Rates Fringes

MILLWRIGHT.....\$ 31.38 12.70

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ELEC0068-012 01/01/2018

Rates Fringes

ELECTRICIAN (Includes Low Voltage Wiring).....\$ 34.70 15.07

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ELEV0025-001 01/01/2018

Rates Fringes

ELEVATOR MECHANIC.....\$ 43.66 32.645

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0009-017 05/01/2017

Rates Fringes

POWER EQUIPMENT OPERATOR (Crane)

141 tons and over.....	\$ 29.82	10.10
50 tons and under.....	\$ 27.75	10.10
51 to 90 tons.....	\$ 27.92	10.10
91 to 140 tons.....	\$ 28.55	10.10

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\* IRON0024-009 11/01/2017

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 27.45 11.99

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\* IRON0024-010 11/01/2017

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 27.45 11.99

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PAIN0079-006 08/01/2017

Rates Fringes

PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....\$ 20.50 8.41

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PAIN0079-007 08/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41
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PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83
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PAIN0930-002 07/01/2017		
	Rates	Fringes
GLAZIER.....	\$ 31.02	9.37
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PLUM0003-009 06/01/2017		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 34.53	16.44
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PLUM0208-008 06/01/2017		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 33.30	17.65
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SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47
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SHEE0009-004 07/01/2017		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 33.26	16.61
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SUCO2013-006 07/31/2015		
	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
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CARPENTER (Acoustical Ceiling		



Installation Only).....\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...\$ 20.09	7.03
LABORER: Common or General.....\$ 14.49	5.22
LABORER: Mason Tender - Brick...\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 16.00	0.00
LABORER: Pipelayer.....\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 19.10	3.89
OPERATOR: Grader/Blade.....\$ 21.50	0.00
ROOFER.....\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....\$ 17.34	0.00
WATERPROOFER.....\$ 12.71	0.00

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

**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver projects)**  
**Revision Date: 11-28-2016**

<b><u>Classification</u></b>		<b><u>Base</u></b>	<b><u>Fringe</u></b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$10.79	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- **Boilermaker** – Perform industrial work
- **Caulker** - Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- **Ironworker – Reinforcing** – Install, tie, and handle all rebar
  - Reinforce with carbon fiber material, includes cleaning, sanding of surface, and application of epoxy and fiber material
  - Plasterers perform fireproofing of this material
- **Laborer** – Concrete Saw
  - Perform concrete coring
  - Perform radar and x-ray for coring or boring for utility location
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer
- **Paper Hanger**
  - Install exterior plastic wall covering
  - Install regular or vinyl wallpaper
- **Plasterer**
  - Apply spray-on fireproofing
  - Fireproofing of Carbon Fiber material

- **Plaster Tender**
  - There is no formal ratio for Plasterer Tenders to Plasterers
  - Plaster Tender is the laborer for Plasterer
  - Plaster Tender may mix mud, move hoses, clean up over spray for Plasterers
  - Plaster Tender do not patch plaster or fireproofing by hand, trowel, sprayer, or any other means
  - Plaster Tender may use forklifts/backhoes as a tool of the trade
  - Erect trade-specific scaffolding
  
- **Power Equipment Operator**
  - Concrete mixers
  - Less than 1 yd.
  - Concrete placement pumps under 8”
  - 1 yd. and over
  - Concrete placement pumps over 8”
  - Loader up to and including 6 cubic yards
  - Loaders over 6 cubic yards
  - Motor grader
  - Roller
  - Drillers
  - Oilers
  - M
  
- **Tile Setter**
  - Install granite or other stone countertops
  - Setting sheets of Swanstone (imitation tile or stone product)
  - Marble Masons
  - Sandblast lettering into exterior granite and marble
  - Spreads the mud on the floor, screed the mud flat, and floats the mud
  
- **Tile Finisher**
  - Finishers are the laborers for the tile setters
  - Common laborers are not used for cleanup after tile setters or for any other use
  - Finishers mix mud, put tiles out, or cut tiles
  - Finishers may grind floors and bases
  
- **Truck Driver**
  - Flatbed
  - Semi
  
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
- Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

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

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

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Wednesday, March 14, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The effective date for this publication will be **Friday, March 2, 2018** 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. CO180012  
Superseded General Decision No. CO20170012  
Modification No. 4  
Publication Date: 03/02/2018  
(7 pages)

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

Attachments as listed above.

General Decision Number: CO180012 03/02/2018 CO12

Superseded General Decision Number: CO20170012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/02/2018
3	02/09/2018
4	03/02/2018

ASBE0028-001 07/01/2017

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 30.73	14.23

BRCO0007-004 01/01/2018

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

	Rates	Fringes
BRICKLAYER.....	\$ 27.98	8.53

BRCO0007-006 05/01/2017

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.32	9.90

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ELEC0012-004 01/01/2018

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.95	11.40+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	11.40+3%

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ELEC0068-001 01/01/2018

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.70	15.07

-----  
ELEC0111-001 09/01/2017

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 25.68	25.25%+\$5.75
Line Equipment Operator.....	\$ 31.35	25.25% + \$5.75
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

-----  
ELEC0113-002 01/01/2018

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	15.48

-----  
ELEC0969-002 06/01/2015

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.92

-----  
ENGI0009-001 05/01/2017

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 27.92	10.10
Blade: Rough.....	\$ 27.60	10.10
Bulldozer.....	\$ 27.60	10.10

Cranes: 50 tons and under..	\$ 27.75	10.10
Cranes: 51 to 90 tons.....	\$ 27.92	10.10
Cranes: 91 to 140 tons.....	\$ 28.55	10.10
Cranes: 141 tons and over...	\$ 29.82	10.10
Forklift.....	\$ 27.22	10.10
Mechanic.....	\$ 28.08	10.10
Oiler.....	\$ 26.84	10.10
Scraper: Single bowl under 40 cubic yards.....	\$ 27.75	10.10
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 27.92	10.10
Trackhoe.....	\$ 27.75	10.10

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\* IRON0024-003 11/01/2017

	Rates	Fringes
Ironworkers:.....	\$ 27.45	27.76
Structural		

-----  
LABO0086-001 05/01/2009

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

-----  
PLUM0003-005 06/01/2017

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

	Rates	Fringes
PLUMBER.....	\$ 39.08	16.44

-----  
PLUM0058-002 07/01/2017

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

-----  
PLUM0058-008 07/01/2017

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

-----  
PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.70

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PLUM0208-004 06/01/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62
-----		
SHEE0009-002 07/01/2017		
	Rates	Fringes
Sheet metal worker.....	\$ 33.26	16.61
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TEAM0455-002 07/01/2017		
	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 20.91	4.22
Tandem/Semi and Water.....	\$ 21.54	4.22
-----		
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
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41
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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.



**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver Projects)**  
**(Supp #74, Date: 02-03-2012)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

• **Ironworker – Ornamental**

- Heavy Ornamental is not combined with Ironworker Structural
- Install pedestrian and ornamental railings on bridges
- Install metal hand rails
- Install wrought iron fences, whether they are welded together or bolted together

- **Laborer**
  - **Group 1** –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; 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; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; 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 Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.
  - **Group 2** - Plug and galleys in dams; Scalars; 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.
- **Laborer - Asbestos**
  - Abatement of asbestos or remediation of hazardous materials inside or outside of a building
  - Asbestos Workers and Insulators do not perform abatement or remediation work
- **Laborer - Tunnel**
  - **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.
- **Power Equipment Operator (Tunnels above and below ground, shafts, and raises)**
  - 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
- **Power Equipment Operator**

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid no less than \$2.00 per hour above the listed wage rates.

  - **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, articulated truck operator, 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; pile driver, tractor with side boom, 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
- **Truck Driver**
    - **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
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
  - Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.

## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract Number PLANE 201842074.

#### GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

#### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

## **APPENDIX**

### **Federal Aviation Administration Required Contract Provisions**

#### **ALL CONTRACTS – NON-AIP FUNDED**

##### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.