

ON CALL AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **ADS DENVER, LLC**, a Colorado limited liability company, doing business at P.O. BOX 33561, Northglenn, CO 80233 (the "Contractor"), collectively "the Parties."

WHEREAS, the City desires to retain the Contractor to provide telecommunication system support service as needed;

WHEREAS, the Contractor possesses the qualifications required by the City; and

WHEREAS, the Contractor being skilled and well qualified in this type of work, is ready, willing and able to undertake and perform these services as an independent contractor.

The parties agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Chief Information Officer, ("Manager") or, the Manager's Designee.

2. **SERVICES TO BE PERFORMED**:

a. As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work**, to the City's satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM**: The Agreement will commence on September 1, 2011 and will expire on October 1, 2013 (the "Term").

4. **COMPENSATION AND PAYMENT**:

a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the rates set forth in **Exhibit A**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the rates in **Exhibit A**.

c. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION AND TWENTY THOUSAND DOLLARS** (\$1,020,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONSULTANT: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a

similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

7. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any

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

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

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

d. **Waiver of Subrogation:** For all coverages, Contractor's insurer shall waive subrogation rights against the City.

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

f. **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

i. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (ii) A severability of interests, separation of insureds or cross liability provision; and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) 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

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

10. DEFENSE AND INDEMNIFICATION:

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party

sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

11. TAXES, CHARGES AND PENALTIES: The City is not 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.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property

12. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

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

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

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

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

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

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Contractor certifies that:

- (1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2)** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1)** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2)** It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3)** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
- (4)** It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5)** If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

20. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

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

23. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

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

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

33. COUNTERPARTS OF THE AGREEMENT: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

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

35. PREVAILING WAGES:

A. Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C.

B. The Contractor shall pay every Covered Worker, as defined in § 20-76(a) D.R.M.C., a living wage as provided in § 20-76, D.R.M.C. Prevailing Wage schedule incorporated herein as Exhibit C.

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

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

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

on the yearly anniversary date of the contract. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

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

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

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

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

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

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

EXHIBIT A SCOPE OF WORK AND WAGE RATES

EXHIBIT B CERTIFICATE OF INSURANCE
EXHIBIT C PREVAILING WAGE RATES

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EXHIBIT A
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The Contractor shall provide telecommunication cabling and services technicians for the City's Technology Services Department.

Additional Technicians - Upon notice at prescheduled weekly meetings with the City, the Contractor shall provide, on an as-needed basis, a "surge force" of qualified technicians to accommodate the City's schedules and needs. (Minimum quantity: as required to keep/meet delivery and performance schedules). No "surge force" technicians will be provided without prior notice and approval by the City.

Subcontractors: If necessary, the Contractor shall provide by way of subcontractor(s), jobs and services by persons qualified to perform such services. (Minimum quantity: as required to keep/meet delivery schedules or repair turn around.)

REQUIRED TECHNICIAN SERVICES:

The Contractor shall provide the following services using persons qualified to perform such services:

- conduit installation
- fiber termination/splicing
- cable locating
- large scale outside plant installation
- CAD support
- related services

RESPONSIBLE PARTY:

The Contractor shall at all times have on file with the Director of Technology Services Network and Telecommunications or his authorized representative, the name, address, and telephone number of the person in charge of and responsible for its operations. This is the escalation person for all issues with Project Lead, Technicians and billing. The same information must be provided for an alternate person in the event that the primary responsible party is unavailable for any reason whatsoever. No background check is required unless they are working on site.

The Contractor shall at all times have the Program Manager or management representative, who may act on behalf of the company, available to respond to City premises within one (1) hour after notification of an issue as deemed by the Chief Information Officer of the City or his/her authorized representative.

CITY REQUIREMENTS:

SECTION A: Scheduling and Prevailing Wage

The Contractor shall use the identified Tele-Data Prevailing Wage rates when performing the following, except when installing conduit or fiber optic cable or a facility is determined to be “new construction”, at which time the Electrician Prevailing Wage rate shall apply. Overtime must be scheduled as part of the project.

SECTION B: Technician Required Performance:

MOVES:

Move telephone systems, and/or stations when necessary, and connect to Service Provider/ City/ Interface.

ADDS:

Add telephone systems, and/ or stations and necessary wiring, and connect to Service Provider/ City Interface.

CHANGES:

Reconfigure system and/ or stations as required in the Scope of work and at the direction and approval of Technology Services.

REPAIRS:

Repair and/ or troubleshoot until repaired, all systems currently in use, or later purchased, by the City. If the contractor is unable to perform a specific repair or if the contractor deems that factory service is required, the contractor will notify the City and act on the City’s direction to complete the problem.

Update City Records

The Contractor will be responsible for providing to the City upon completion of individual jobs:

- Job description including locations where applicable
- schematics
- floor plans that detail the cabling/wiring provided and how it has been placed

Such schematics are subject to review and City approval. The acceptable format for such schematics is VISIO 2003, AutoCAD 2005 or AutoCAD 2007 delivered on CD(s). The acceptable labeling format for the CD(s) is: <site address> | <date>.

PROJECT MANAGEMENT:

The Contractor must identify a project manager that will be the point of contact for all work performed in relation to providing technicians/electricians to perform cabling as needed. The costs for the manager are to be included in the hourly rates.

The project manager shall perform the following tasks:

1. Provide written weekly status of assigned projects, including percentage complete and technician hours used.
2. Identify a Lead Technician assigned to the specific task/job that will be the point contact on site for each task/job.
3. Manage employees
 - i. To meet City approved hours and assure best use of time and resources
 - ii. Ensure employees use their timecards correctly
 - iii. Have knowledge of the location of their technician(s)/employee(s) at all times
 - iv. Comply with all OSHA standards or standards as required by the job
4. Attend the following:
 - i. Weekly project meeting with City designated personnel
 - ii. All pre-job site inspections with a 24 hour or one (1) business day notice from the City. Note: The City anticipates that more notice will be give but as a minimum the City expects that the Contractor be able to attend such meetings/site inspections with only 24 hour notice.
 - iii. Meet with site superintendent for scheduled work.
 - iv. Walk-through at the completion of the job for City acceptance. Job completions will include:
 - o Clean-up of all work areas
 - o Return and restock of unused materials
 - o Verification of materials used
 - o Presentation of updated floor plans showing jack locations. (VISIO 2003, AutoCAD 2005 or AutoCAD 2007 CD's required)
 - o Provide Cable and Fiber Test Results CD's addressed and labeled by site from Fluke Cable certification tester.
 - o Oversee the repair of any/all damage from work performed
 - o Ensure that the City has signed off and accepted the completed task/job
5. Handle construction changes with contractors and City engineers. All changes will be tracked on a change form and approved by Technology Services before work proceeds.
6. Handle all repairs at Contractor's expense if need for repair is due to error by Contractor's employees.
7. Submit final project invoices within 10 business days of the completion of work.
8. Submit final project drawing within 10 business days of the completion of work.

9. Be responsible for updating CAD construction drawings with jack, phone room locations and labels. When requested, supply pictures (jpeg format) of all corrected work to avoid additional site inspections.
10. Project Manager must make sure all the Technology Standards (Section I is related to cabling) are followed by technicians. Technology Standards are an attachment to the contract.
11. All work requests or changes to existing project requested by other Agencies other than Technology Services shall be reported to Technology Services for approval prior to work being performed. Invoices for such work that are presented without this prior approval are subject to delayed payment by the City.
12. Supply test and installation equipment, at no cost to the City, such as:
 - i. Fluke meters
 - ii. fiber OTDR
 - iii. fusion splicer - able to handle AFL Telecommunications fiber heads
 - iv. parts transport,
 - v. Other instruments as needed at no additional cost to the City.
13. Identify when Subcontractors are needed, for core drills, trenching, building x-rays, etc. These costs may be passed to the City as part of the install quote.
14. Meet Prevailing Wage requirements prior to submitting an invoice

TELECOMMUNICATIONS TECHNICIAN/CABLING

The City will attempt to provide a minimum of ten (10) business days notice for projects requiring a technician(s). All overtime must be pre-approved by the City. Costs that will be charged to the City for such overtime are to be identified in the Section C of this proposal.

Projects are provided with two (2) week notice so that schedules can be adjusted to accommodate City work in the normal 40 hour work week.

TELECOMMUNICATIONS TECHNICIAN TASKS:

The Contractor shall perform the following tasks:

1. Pull and terminate all types of voice, data and fiber cables.
2. Label voice, data jacks, patch panel, and backboard to City Technology Standards.
3. Perform cable certification test with documentation (data cable to CAT-5E and CAT-6 Certification with Fluke meter and deliver results on CD)
4. Perform Alien Crosstalk cable certification test for 10Gigabit Ethernet over UTP copper when designated and deliver results on CD or other approved media.
5. Perform TIP and Ring Testing
6. Perform T-1 Circuit installation and testing
7. Perform ISDN Circuit installation and testing
8. Perform Centrex line installation and testing
9. Perform Fiber test with Fluke meter or OTDR test on Single-mode up to 10 miles.
10. Perform Fiber test with Fluke meter or OTDR test on Multi-mode (including 50 micron, 50 micron OM3 and 62.5 micron) up to 2000 feet.

11. Demolition of existing cabling and placing in proper trash or recycling areas (identified by the City during site inspections)
12. Pull materials from City warehouse according to Job materials sheet, deliver to work site and restock unused parts
13. Extend high speed voice and data circuit from Demarcation Point, including ISDN, T-1, and Frame Relay circuit
14. Provide on CD's, floor plans in VISIO 2003, AutoCAD 2005 or AutoCAD 2007 format
15. When requested, supply pictures in jpeg format of all corrected work to avoided additional site inspections.
16. Provide the customers signature approving the completed work. (Approval Sheet)

ELECTRICIAN:

The Contractor shall provide an electrician to perform conduit work and limited electrical work that may be required on some cabling jobs.

The hourly rate shall be based on a forty (40) hour work week for on-call electricians not including City designated Holidays and designated City close of business days. Overtime must be scheduled as part of the project.

Tasks for Electricians:

1. The Contractor must be able to pull class C electrical permits for conduit work
2. Install conduit as required to meet electrical and low voltage cabling requirements
3. Install electrical circuits as part of the remodel in existing buildings from existing electrical panels
4. Provide list of required material needed to complete electrical and conduit work

DATA CENTER DESIGN SERVICES (OPTIONAL.):

The Contractor shall provide, at the request of the City, an experienced and/or trained staff to assist in Data Center design and placement of equipment and racks in the City's existing or new Data Centers. This person should be familiar with Data Centers as related to cabling, rack placement, electrical placement and airflow management and be able to provide recommendations on improving performance in each of those areas. This person must be able to recommend vent tile placement for "hot" and "cold" zone management. Certification in Data Center Design or minimum of 3 years documented experience in Data Center design and management. Reference may be requested.

SITE INSPECTION:

The Contractor must perform inspection of site(s) assigned by City personnel that are in need of cabling in relation to the City's technical requirements and familiarize themselves with any conditions which may affect the performance of the work.

SERVICES PERFORMANCE PROVISIONS:

The Contractor shall be responsible for obtaining any and all permits (including the cost thereof) required to perform this service. Cost of permits will be provided to Technology Services to be included in the project description to the customer.

In addition to the service specifically required herein, the Contractor may be required to perform related ground transportation duties as assigned by the City from time to time at the same hourly rate established for other services herein. Those related duties include but are not limited to retrieving parts from on- or off-site. These tasks would fall under the task for the duties of the cable Technicians. These trips shall only be paid for if the vendor has preauthorization from the City project manager prior to such events occurring

FACILITY BADGES AND SECURITY:

The Contractor's technicians will be provided City badges to work in certain buildings. Police background checks may be required by the City to be conducted prior to badges being issued. The information discovered through a check may result in a technician's disqualification from the project. The Contractor is required to keep this information on record regarding all technicians and sub-contractors assigned to City jobs. Such information shall be no older than one year.

The Contractor shall promptly meet with the Technology Services and Facility Planning & Management to establish badging requirements for Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors, and suppliers who will enter the City facilities to perform work or make deliveries, and shall be responsible for each such person's compliance with all City rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The Contractor shall return to the City at the expiration or termination of this Contract, termination of an employee, or upon demand by the City, all access keys or access badges issued to contractor or contractor employee for any area of the City, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the City security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

The City reserves the right to require that the Contractor reassign or remove from City property any employees whose performance, in the opinion of the City, has been unsatisfactory.

The Contractor will be required to maintain the security of an area by locking all doors prior to leaving an area, communication closet or computer room. Secured doors will not be propped open without City approval.

FELONY DISQUALIFICATION:

The Contractor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the Contractor receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

The main wage rates are:

- Electricians' rate is used for new construction and DIA
- Tele-data rate is used for existing facilities

The Contractor and every subcontractor under this contract shall:

- a. Pay every worker, mechanic and laborer employed under this purchase order or contractual agreement not less than the scale of wages as determined by the Career Service Board under subsection (c) of Section 20-76 of the Revised Municipal Code.
- b. Pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications.
- c. Post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor.
- d. Furnish the Auditor each week during which work is in progress under the purchase order or contractual agreement, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers, or other workers working under the contract either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor have been paid the prevailing wages as set forth in the contract specifications.

If the Contractor or any subcontractor shall fail to pay such wages as are required by the purchase order or contractual agreement, the Auditor shall not approve any warrant or demand for payment to the contractor until the contractor furnishes the Auditor evidence satisfactory to

the Auditor that such wages so required by the purchase order or contractual agreement have been paid.

If any laborers, worker or mechanic employed by the contractor or any subcontractor under the purchase order or contractual agreement has been or is being paid a rate of wages less than the rate of wages required by the purchase order or contractual agreement to be paid as aforesaid, the City may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages and, in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.

REQUIRED SAFETY OPERATION PERMITS:

The Contractor shall be responsible for obtaining any and all permits (including the cost thereof) required while performing this service. Such permits may include the closing of a lane(s) of traffic to perform the service. Moreover, the Contractor shall be responsible for all rules, regulations, ordinances and routine/customary construction/maintenance standards as they relate to construction zone management including (but not limited to) construction zone (cone zone) definitions, use of traffic "flagman", hiring of temporary traffic control police, appropriate traffic control approach/departure merge lanes and related warning signs etc. The service shall be in complete compliance with City of Denver's rules and regulations regarding such measures.

The Contractor shall comply with *The Manual on Uniform Traffic Control Devices*, or **MUTCD** which defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets and highways. The MUTCD is published by the Federal Highway Administration (FHWA) under 23 Code of Federal Regulations (CFR), Part 655, Subpart F. An electronic versions of the MUTCD is available on [Denvergov.org](http://denvergov.org) at the following link: <http://mutcd.fhwa.dot.gov/>

INSPECTION OF WORK SITE:

The City shall at all times have the right to inspect the work and materials used to perform this service. The Contractor shall furnish all reasonable aid and assistance required for the proper examination of the work and all parts thereof. The contractor shall regard and obey directions and instructions of the City's Chief Information Officer (CIO) or his/her authorized inspectors, when such directions or instructions are consistent with the plans and specifications for the improvements to be constructed hereunder; provided, however, that should the contractor object to any order given by the City's authorized inspector, they may make a written application to the City's Chief Information Officer (CIO) for his/her decision, which decision shall be final and conclusive. Such inspection shall not relieve the contractor from the obligation to construct the improvements strictly in accordance with the approved plans and specifications or any approved modification thereof.

PROTECTION OF PROPERTY:

The contractor shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The Contractor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

METHODS OF OPERATION:

Services started by the Contractor on any unit of his/her contract must be continuously and actively prosecuted with an optimum complement of workmen and equipment to expedite completion in the shortest possible time. The Contractor shall organize to do this construction eight hours per day, excluding legal holidays. All work shall be done during regular working hours, City Holidays excluded, or as follows:

- a. Any excessively noisy work or other work which might disturb courtroom procedure at City and County Building and Denver Justice Center shall be rescheduled through the Buildings Superintendent.

The Contractor will contact the site contact to schedule access prior to arriving on site.

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

Contractor is responsible maintaining the security of secured areas they are provided access to. Locked doors are to be remained locked at all times unless directed by the City, General Contractor for City project or Facility manager. Door may be opened for deliveries or health issue but must be secured when leaving the area. All Communication closets in City and County of Denver buildings are designated secured areas.

Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site. Disposal of contractor's waste materials in the City's containers is prohibited unless prior permission has been granted.

OSHA GUIDELINES:

The Contractor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.

For all operations requiring the placement and movement of the Contractor's equipment, contractor shall observe and exercise and compel his/her employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

CITY COMMUNICATION SYSTEMS:

The City requires that the Contractor be able to provide certified technicians in the following communication areas:

- Nortel phone systems (all types)
- Systemax CAT-6 Cabling
- Systemax CAT-6E Cabling
- Valcom Paging systems
- Fiber Splicing

The contractor shall provide technicians who can patch and verify:

- VOIP phone operations
- Data port activation

DIRECT LABOR CHARGES:

Direct labor charges shall include only personnel actively engaged on the project on a full time basis. Management costs of a project shall be considered as overhead and incorporated in to the proposed hourly rate.

CONTRACTOR'S PERFORMANCE:

The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the City designated median areas. All tools and test equipment should be available to the labor force at the time work is being done to avoid repeated site visits and project delays. The CIO or his/her authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the CIO or his/her authorized representative, performance becomes unsatisfactory, the City shall notify the contractor.

The Contractor will have twenty-four (24) hours from the time of notification to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or

to become due the contractor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

RENTAL OF EQUIPMENT:

The Contractor upon direction and approval by the City may be directed to rent specific equipment that is needed to perform and/or complete a specific the cabling job(s). The City will only reimburse the contractor for such equipment rental or lease if this prior approval has been obtained. The City reserves the right to see if it can obtain better pricing for the piece of equipment prior to such authorization being released. Receipts for rentals must be submitted with the invoices and listed as a separate line item. The City will only reimburse for the amount of the rental.

INVOICING & MONTHLY STATEMENT:

Invoice must include the following:

- 1) City contract control number
- 2) Items/Services listed individually
- 3) Unit price extended and totaled
- 4) Quantity of service provided – hourly rate
- 5) Invoice number and date
- 6) Requesting department name and "ship to" address
- 7) Payment terms
- 8) Name of the authorizing Facility Manager
- 9) Information identifying the project or scope of work for which the City is being billed
- 10) Location where work was performed and Job Number

In addition, a monthly statement shall be submitted to TSFinance@denvergov.org by the 15th of the month detailing the following information regarding open invoices:

- 1) Invoice #
- 2) Job #
- 3) Location of Job
- 4) Date of Invoice
- 5) Amount billed
- 6) Hours billed

SECTION C:

C.3 PROPOSAL ITEMS:

ITEM 1 per Section B.5

Net Unit Price per hour/ per Technician: \$ 50.22

Over time rate per hour – Monday-Friday: \$ 75.33

Overtime Rate - Sundays & Legal City Holidays: \$ 75.33

ITEM 2 per Section B.7

Net Unit Price per hour/ per Master Electrician: \$ 65.22

Over time rate per hour – Monday-Friday per Master Electrician: \$ 97.83

Over time rate for standard work services: \$ 97.83

ITEM 3 per Section B.7

Net Unit Price per hour/ per Journeyman Electrician: \$ 61.22

Over time rate per hour – Monday-Friday per Journeyman Electrician: \$ 91.83

Overtime Rate – Sundays & Legal City Holidays \$ 91.83

ITEM 4 per Section B.7

Net Unit Price per hour/ per Apprentice Electrician: \$ 48.22

Over time rate per hour – Monday-Friday per Apprentice Electrician: \$ 72.33

Overtime Rate – Sundays & Legal City Holidays \$ 72.33

ITEM 5 per Section B.8 (OPTIONAL)

Net Unit Price per hour/per Data Center Design: \$ 85.22.

Provided references and list of any training certifications _____

SEE CERTS and
QUESTIONS B.25
Q.3



DENVER
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Meredith Creme, CSA Compensation and Classification
DATE: July 22, 2011
SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 97
Publication Date: 07-22-2011
(5 pages)

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

Questions call (720) 913-5722

Attachments as listed above.

APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 02-19-2009

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

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

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

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

BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 10-15-2009

Effective: 10-22-2010

| Classification: | <u>Base Wage</u> | <u>Fringes</u> |
|---------------------------------------|------------------|----------------|
| Entry-Support Mechanic | \$15.26/hour | \$5.26/hour |
| Machinery Maintenance Mechanic | \$19.33/hour | \$5.73/hour |
| Controls System Technician | \$24.90/hour | \$6.37/hour |

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

Entry Support Mechanic

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

Machinery Maintenance Mechanic

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

Controls System Technician

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

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

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

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

BUILDING ENGINEER

Last Revision: 07-15-2010

Effective: 07-21-2011

| Classification: | <u>Base Wage</u> | <u>Fringes</u> |
|--------------------------|-------------------------|-----------------------|
| Building Engineer | \$28.82/hour | \$6.68/hour |

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

FUEL HANDLER SERIES

Last Revision: 10-15-2009

Effective: 10-22-2010

| Classification: | <u>Base Wage</u> | <u>Fringes</u> |
|---|-------------------------|-----------------------|
| Fuel Distribution System Operator | \$18.97/hour | \$5.69/hour |
| Lead Fuel Distribution System Operator | \$19.83/hour | \$5.79/hour |
| Fuel Distribution System Mechanic | \$23.46/hour | \$6.21/hour |
| Lead Fuel Distribution System Mechanic | \$23.53/hour | \$6.18/hour |

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

Fuel Distribution System Operator:

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipments

to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

Lead Fuel Distribution System Operator:

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

Fuel Distribution System Mechanic:

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

Lead Fuel Distribution System Mechanic:

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

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

CUSTODIANS

Last Revision: 12-03-2009
Effective: 01-20-2011

| <u>Classification</u> | <u>Base Wage</u> | <u>Fringes</u> |
|-----------------------|------------------|--|
| Custodian I | \$12.33/hour | \$3.65 SINGLE \$5.14 2-PARTY \$6.35 FAMILY |
| Custodian II | \$12.68/hour | \$3.71 SINGLE \$5.19 2-PARTY \$6.41 FAMILY |

Benefits and Overtime

| | |
|--------------------|---|
| Parking | With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking. |
| RTD Bus Pass | Employer will provide employees with the Bus Pass or pay (\$0.11) per hour for travel differential. |
| Shift Differential | 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hr 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hr. |
| Overtime | Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay. |
| Note | The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification." |

Position Descriptions:

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

FURNITURE MOVERS

(Moving, Storage and Cartage Workers)

Last Revision: 10-15-2009

Effective: 10-22-2010

| Classification: | <u>Base Wage</u> | <u>Fringes</u> |
|-----------------------|------------------|----------------|
| Laborer/Helper | \$17.36/hour | \$5.50/hour |
| Driver/Packer | \$17.43/hour | \$5.51/hour |
| Lead Worker | \$18.22/hour | \$5.60/hour |

LANDSIDE PARKING ELECTRONICS TECHNICIAN

Last Revision: 10-15-2009

Effective: 10-22-2010

| Classification: | <u>Base Wage</u> | <u>Fringes</u> |
|--|------------------|----------------|
| Landside Parking Electronics Technician | \$22.14/hour | \$6.05/hour |

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

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

SIGN ERECTOR

Last Revision: 10-15-2009

Effective: 10-15-2010

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

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

TELEDATA TECHNICIAN

Last Revision: 07-15-2010
Effective: 07-22-2011

| Classification: | <u>Base Wage</u> | <u>Fringes</u> |
|----------------------------|------------------|----------------|
| Teledata Technician | \$32.69/hour | \$7.36/hour |

This classification of work is responsible for telephone installation, removal, relocation, problem resolution, cable maintenance and repair ; installs and maintains large programmable PBX systems (Panasonic 1, 2, & 3 line sets, ISDN 6504, 6508, 7504, 7505, 7506, 7507; Northstar stations and systems; Northern Telecom Option 11 system, Vodavi Executive sets and systems, AT&T system 75, Eagle sets and systems; 2/06, 4/10, 8/20, 10/30, 30/70 Merlin systems; 3/8, 6/16, 12/24, and 24/48 Vodavi systems). Duties also include testing circuits, analyzing results, repairing and modifying circuits and equipment in a step by step XY all relay and/or electronic switch system. This classification of worker locates electrical, electronic, and mechanical failures in telephone switching and carrier equipment; repairs equipment by replacing defective parts by such procedures as setting clearances, adjusting spring tensions, wipers, relay contacts and other interrelated mechanisms ; installs or rearranges equipment frames and shelves, and such equipment as line finders, switch banks, selectors, connectors, repeaters, peg counters, restricting post cams, and various interrelated truck circuits. Workers resolve complex problems between exchange, both government and commercial and may direct, instruct, and assist lower level employees with their overall assignments.

TILE SETTER-MARBLE MASONS-TERRAZZO FINISHERS, FLOOR GRINDERS, AND BASE GRINDERS

Last Revision: 06-03-2010
Effective: 07-07-2011

| Classification: | <u>Base Wage</u> | <u>Fringes</u> |
|--|------------------|----------------|
| Finisher (Tile-Marble-Terrazzo) | \$18.10 /hour | \$9.33/hr |

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

Journeyman Rates for the Tile Setter classification of work (Tile Setter, Marble Mason, and Terrazzo Worker) are provided by the Davis-Bacon Act.

TRANSIT TECHNICIANS

Last Revision: 02-18-2010
Effective: 02-17-2011

| Classification: | <u>Base Wage</u> | <u>Fringes</u> |
|------------------------------------|------------------|--|
| Transit Technician - Entry | \$22.21/hour | \$6.06/hour |
| Transit Technician - Senior | \$24.28/hour | \$6.30/hour |
| Transit Technician - Lead | \$25.38/hour | \$6.43/hour |
| Elevator Mechanic/Repairer | \$38.19/hour | \$25.46/hour (< 5 yrs service) \$26.22/hour (> 5 yrs service) |

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

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

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

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

23210-Elevator Repairer: The SCA-Directory of Occupations describes, Elevator Repairer as, “repairs and maintains “Automated People Movers” and like named devices used in the transportation of people and materials including, but not limited to elevators, escalators, dumbwaiters, and moving walkways to meet safety regulations and building codes. This worker trouble shoots and determines causes of trouble in brakes, electrical motors, switches, signal and control systems, using computers, test lamps, voltmeters, ammeters, and oscilloscopes, disassembles defective units and repairs or replaces parts such as electrical door locks, cables, electrical wiring and faulty safety devices installs push button control systems, complete control systems, and other devices to modernize automated people mover systems, and cleans and lubricates bearing and other parts to minimize friction.”

TREE TRIMMERS

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

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

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

WINDOW CLEANERS

Last Revision: 02-04-2010
Effective: 01-20-2011

| Classification: | <u>Base Wage</u> | <u>Fringes</u> |
|-----------------------|------------------|---|
| Window Cleaner | \$20.80 /hour | \$6.51/hr (Single) \$8.24/hr (2-Party) \$9.01/hr (Family) |

Benefits/Overtime

| | |
|--------------------|---|
| Parking | With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month. |
| Shift Differential | \$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.) |
| Overtime | One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week. |
| Lead Work | \$1.25 per hour above highest paid employee under supervision |
| High Work | \$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned) |
| Training | \$0.25 per hour |
| ECOPASS | Employer will provide employees with the ECOPASS |
| Note: | The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification." |



DENVER
THE MILE HIGH CITY

Career Service Authority
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Meredith Creme, Associate Human Resources Professional
DATE: Friday July 22, 2011
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority 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 rates will be provided as a supplemental to the Davis-Bacon Building rates issued by CSA.

The attached Prevailing Wage Schedule is effective as of **Friday July 22, 2011** 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. CO080004
Superseded General Decision No. CO20070004
Modification No. 18
Publication Date: 07-15-2011
(5 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.

For questions call (720) 913-5009

Attachments as listed above.

General Decision Number: CO100004 07/15/2011 CO4

Superseded General Decision Number: CO20080004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 03/12/2010 |
| 1 | 05/21/2010 |
| 2 | 06/04/2010 |
| 3 | 07/02/2010 |
| 4 | 07/09/2010 |
| 5 | 07/16/2010 |
| 6 | 08/06/2010 |
| 7 | 08/13/2010 |
| 8 | 09/24/2010 |
| 9 | 10/08/2010 |
| 10 | 01/21/2011 |
| 11 | 01/28/2011 |
| 12 | 02/11/2011 |
| 13 | 03/25/2011 |
| 14 | 05/06/2011 |
| 15 | 06/03/2011 |
| 16 | 06/24/2011 |
| 17 | 07/08/2011 |
| 18 | 07/15/2011 |

ASBE0028-001 07/01/2010

| | Rates | Fringes |
|--|----------|---------|
| Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)..... | \$ 30.23 | 11.53 |

BRCO0007-001 01/01/2011

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 22.13 | 9.89 |

* BRCO0007-005 06/01/2011

| Rates | Fringes |
|-------|---------|
|-------|---------|

TILE SETTER.....\$ 25.15 9.18

CARP0001-004 05/01/2009

Rates Fringes

Carpenters:

Acoustical, Drywall
Hanging/Framing and Metal
Stud, Form Building/Setting.\$ 26.60 8.89

CARP2834-001 05/01/2009

Rates Fringes

MILLWRIGHT.....\$ 27.60 10.65

* ELEC0068-002 06/01/2011

Rates Fringes

ELECTRICIAN

(Includes Low Voltage
Wiring and Installation of
Fire alarms, Security
Systems, Telephones,
Computers and Temperature
Controls).....\$ 31.60 12.52

ELEV0025-002 01/01/2011

Rates Fringes

Elevator Constructor.....\$ 38.19 21.79

FOOTNOTE:

a. Employer contributes 8% of basic hourly rate for over 5
years' service and 6% basic hourly rate for 6 months' to 5
years' service as Vacation Pay Credit.

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

ENGI0009-003 05/01/2009

Rates Fringes

Power equipment operator -
crane

141 tons and over.....\$ 24.88 9.22
50 tons and under.....\$ 23.82 9.22
51 to 90 tons.....\$ 23.97 9.22
91 to 140 tons.....\$ 24.12 9.22

IRON0024-001 11/01/2009

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 24.80 | 9.91 |

LABO0720-003 05/01/2009

| | Rates | Fringes |
|--|----------|---------|
| Laborers: Concrete/Mason Tenders..... | \$ 16.52 | 6.84 |

PAIN0079-002 08/01/2009

| | Rates | Fringes |
|------------------------|----------|---------|
| Drywall Finisher/Taper | | |
| Hand..... | \$ 18.69 | 10.87 |
| Tool..... | \$ 19.04 | 10.87 |
| Painters:..... | \$ 17.99 | 10.87 |
| PAPERHANGER..... | \$ 18.69 | 10.87 |

PAIN0930-001 07/01/2009

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 27.95 | 7.10 |

PLAS0577-001 05/01/2010

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Cement Mason/Concrete Finisher... | \$ 24.60 | 10.10 |

PLUM0003-001 06/01/2011

| | Rates | Fringes |
|---------------------------------------|----------|---------|
| PLUMBER (Excluding HVAC work)..... | \$ 32.69 | 11.18 |

PLUM0208-001 06/01/2011

| | Rates | Fringes |
|--|----------|---------|
| PIPEFITTER (Including HVAC pipe)..... | \$ 32.61 | 11.26 |

SFCO0669-001 04/01/2011

| | Rates | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 32.76 | 16.90 |

SHEE0009-001 01/01/2011

| Rates | Fringes |
|-------|---------|
|-------|---------|

Sheet metal worker
 (Includes HVAC duct and
 installation of HVAC
 systems).....\$ 31.66 10.98

 SUCO2001-011 12/20/2001

| | Rates | Fringes |
|----------------------------|----------|---------|
| Carpenters: | | |
| All Other Work..... | \$ 16.12 | 2.84 |
| Ironworkers: | | |
| Reinforcing..... | \$ 18.49 | 3.87 |
| Laborers: | | |
| Brick Finisher/Tender..... | \$ 12.78 | 1.41 |
| Common..... | \$ 10.62 | 2.09 |
| Power equipment operators: | | |
| Mechanic..... | \$ 18.48 | |

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
 a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
 for summaries of surveys, should be with the Wage and Hour
 Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====
END OF GENERAL DECISION

Career Service Authority
Supplemental to the Davis-Bacon *Building* Construction Project rates
(Specific to the Denver projects)
Supp #94, Date: 07-15-2011

| <u>Classification</u> | | <u>Base</u> | <u>Fringe</u> |
|---|----------------------------------|--------------------|----------------------|
| Boilermakers | | \$30.97 | \$21.45 |
| Power Equipment Operators (Concrete Mixers): | | | |
| | Less than 1 yd | \$23.67 | \$10.67 |
| | 1 yd and over | \$23.82 | \$10.68 |
| | Drillers | \$23.97 | \$10.70 |
| | Loaders over 6 cu yd | \$23.82 | \$10.68 |
| | Oilers | \$22.97 | \$10.70 |
| Soft Floor Layers | | \$16.70 | \$9.81 |
| Ironworkers (Ornamental) | | \$24.80 | \$10.03 |
| Plasters | | \$24.60 | \$12.11 |
| Plaster Tenders | | \$10.79 | - |
| Laborers: Concrete Saw | | \$13.89 | - |
| Power Equipment Operators: | | | |
| | Backhoe | \$23.67 | \$10.67 |
| | Loader up to and incl 6 cu yd | \$23.67 | \$10.67 |
| | Motor Grader | \$23.97 | \$10.70 |
| | Roller | \$23.67 | \$10.67 |
| Truck Drivers (Dump Trucks): | | | |
| | 6 to 14 cu yds | \$19.14 | \$10.07 |
| | 15 to 29 cu yds | \$19.48 | \$10.11 |
| | Flatbed | \$19.14 | \$10.07 |
| | Semi | \$19.48 | \$10.11 |

- To determine the Tile Setters-Marble Mason-Terrazzo mechanic rates—Use Davis Bacon-Building rates adopted by the Career Service Board.
- To determine the Tile Finisher-Floor Grinder-Base Grinder—Use current Career Service Prevailing Wage Schedules.
- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters—All Other Work” rates published by the federal Davis Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls, Roofers (including foundation waterproofing).
- Use the “Laborer—Common”, rates published by the federal Davis Bacon rates for General Housekeeping, Final Cleanup and Fence Installer.

PRODUCER Phone: (303) 420-4774 Fax: 303-420-2882

MOUNTAIN INSURANCE BROKERS
3705 KIPLING ST, #106
WHEAT RIDGE CO 80033

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
ADS DENVER, LLC
PO BOX 33561
NORTHGLENN CO 80233

| | | |
|------------|------------------------------------|--------------|
| INSURER A: | HARTFORD CASUALTY INSURANCE | 29424 |
| INSURER B: | HARTFORD FIRE INSURANCE CO | 19682 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|--------------------------------|--|--------------------|----------------------------------|-----------------------------------|---|---------------------|
| A | | GENERAL LIABILITY | 34SBMIH6329 | 10/18/10 | 10/18/11 | EACH OCCURRENCE | \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED. EXP (Any one person) | \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS-COMP/OP AGG. | \$ 2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| A | | AUTOMOBILE LIABILITY | 34SBMIH6329 | 10/18/10 | 10/18/11 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | | <input type="checkbox"/> ALL OWNED AUTOS | | | | | |
| | | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS | PROPERTY DAMAGE (Per accident) | \$ | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC AGG | \$ |
| | | | | | | | \$ |
| | | EXCESS / UMBRELLA LIABILITY | | | | EACH OCCURRENCE | \$ |
| | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | | <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 34WECAO6282 | 10/18/10 | 10/18/11 | WC STATU-TORY LIMITS | OTHER |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE-EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E.L. DISEASE-POLICY LIMIT | \$ 1,000,000 |
| OTHER: | | | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
THE CITY AND COUNTY OF DENVER IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

CITY AND COUNTY OF DENVER
DEPARTMENT OF GENERAL SERVICES
MUNICIPAL OFFICE BUILDING
201 WEST COLFAX AVE., DEPT. 304
DENVER, CO 80202
FAX: 17209138101@metrofax.com

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE


Eric Smith

Attention:

Contract Control Number:

Vendor Name:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

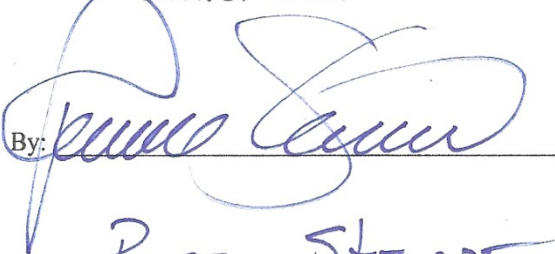
By _____

By _____



Contract Control Number: 201102401

Vendor Name: ADS Denver LLC

By: 

Name: RUSSELL STEWART
(please print)

Title: VP. CEO -
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



