

**ON CALL
CABLING INSTALLATION AGREEMENT**

THIS AGREEMENT (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and GTS, LTD., a Colorado Limited Liability Company, d/b/a SIOUXTECH, whose address is 240 Wilcox St., Castle Rock, CO 80104 (the “Contractor”). Each party may be individually referred to as a “Party” or collectively as the “Parties.”

WHEREAS, the City desires to contract with a cable installation contractor; and

WHEREAS, the Contractor is qualified and ready, willing and able to perform the services as set forth in this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. SCOPE OF SERVICES; ORDER: The Contractor, under the general direction of, and in coordination with City’s Chief Information Officer, or other designated supervisory personnel (the “Manager”), shall diligently perform any and all authorized services required under this Agreement. The Contractor will provide professional cable installation services to support the provisioning of technology services to the City and its constituents. These specialized services are set out on the attached rate sheet, along with the rates, identified on attached **Exhibit A**. The City shall authorize specific assignments for the Contractor by placing a written service order signed by the Manager and the Contractor (the “Order”) describing in sufficient details the services and/or deliverables and rates to be provided. The Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Contractor’s services. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

2. TERM: The term of this Agreement shall commence on February 1, 2018, and shall terminate on February 1, 2023, unless earlier terminated in accordance with the Agreement.

3. COMPENSATION AND PAYMENT:
A. Fee: The City agrees to pay to the Contractor, and the Contractor agrees to accept as its sole compensation for its services rendered and costs incurred under this Agreement, the rates set forth on attached **Exhibit A**.

B. Reimbursement Expenses: There are no reimbursable expenses allowed under this Agreement. All expenses and materials of the Contractor are contained in the rate contained in Section 3(A) of this Agreement.

C. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of **THREE MILLION DOLLARS (\$3,000,000.00)** (the "Maximum Contract Amount"). The Contractor acknowledges that the City is not obligated to execute an agreement or an amendment to Contractor for any further services and that any services performed by Contractor beyond that specifically described in **Exhibit A** or contained in an Order are performed at Contractor's risk and without authorization under this Agreement.

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

4. STATUS OF CONTRACTOR: 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.

5. TERMINATION:

A. The City has the right to terminate this Agreement, with or without cause, on ten (10) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the City or the City informs the Contractor that it no longer requires its services, and the Contractor shall bear all the risk of providing same.

B. City may immediately terminate this Agreement in the event 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.

C. Either Party may terminate this Agreement by written notice to the other in the event that the other Party breaches this Agreement and fails to cure such breach to the non-breaching Party's satisfaction within thirty (30) days of written notice specifying the breach.

D. If this Agreement is terminated by the Contractor or by the City for cause, the Contractor shall be compensated for, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work that is needed to accomplish an orderly termination of the work and is approved in writing by the Manager. If this Agreement is terminated without cause by the City the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services prior to the date of the termination. In the event that all or any part of this Agreement is terminated for any reason, Contractor will immediately document in detail the status of any services in progress. Contractor will provide all assistance reasonably requested by the City in connection with the efficient and orderly transition of performance of the services by Contractor to the City or any third party designated by the City.

E. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City that the Contractor is using by whatever method the City deems expedient. The Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City; and these documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE."

F. Upon termination of this Agreement by the City, the Contractor shall not have any claim against the City by reason of such termination or by reason of any act incidental to termination, except for compensation for work satisfactorily performed as described in this Agreement.

6. 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 forms and on any media (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 hereby 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 copyright, patent, trademark and other intellectual property rights in perpetuity.

7. CITY INFORMATION:

A. The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing this Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager.

C. The Contractor acknowledges and understands that the Proprietary Data may not be completely free of errors. The Proprietary Data should be used for reference only and should not be relied upon in any other way, and the Contractor is hereby advised to independently verify all work performed in reliance upon the Proprietary Data.

D. The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement, any Proprietary Data, or any confidential information shall be deemed to be the sole property of the City and all rights, including copyright, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

E. The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this

Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

F. Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

8. **Contractor’s Information:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, 7B C.R.S. (2003), and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by a Party constitute or be construed to be a waiver by that party of any breach of covenant or default which may then exist on the part of the other Party. A Party’s action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

11. PERSONNEL:

A. All key personnel identified in an Order will be dedicated by Contractor to the City. The Contractor shall submit to the Manager a list of any additional personnel who will perform services under an Order within thirty (30) days after an Order has been submitted, together with complete resumes and other information describing their ability to perform the services. Such additional personnel must be approved in writing by the Manager.

B. The Parties intend that all key personnel be engaged to perform their specialty for all services required by an Order and that the Contractor shall retain all key personnel for the term of the Order. If the Contractor must replace any of its key personnel, it shall notify the Manager in writing of the changes. No such replacement shall be made until the replacement is approved by the Manager, which approval shall not be unreasonably withheld. The Manager shall respond to the Contractor's written notice of replacement within fifteen (15) days of receipt. If the Manager does not respond within that time, the listed replacement personnel shall be deemed approved. If during the term of the Agreement, the Manager determines that the performance of approved key personnel is not acceptable, he shall in his sole and absolute discretion either (a) give the Contractor a reasonable period of time to correct the performance or (b) require the Contractor to replace the personnel as soon as practicable.

C. While the Contractor may retain and contract with subcontractors, no final agreement with any subcontractor shall be entered into without the written consent of the Manager. Requests for approval of subcontractors must be made in writing and include a description of the nature and extent of services to be provided by the subcontractor; the name, address and experience and qualifications of the subcontractor; and any other information which may be requested by the Manager. Because the Contractor's represented qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of subcontractors. The Manager shall respond to the Contractor's written notice regarding a subcontractor within thirty (30) days of receipt. If the Manager does not respond within that time, the subcontractor shall be deemed approved. Approval of the subcontractor shall not relieve the Contractor of any obligations under this Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of this Agreement.

D. The Contractor is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C. § 20-77.

12. 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 requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. 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 coverages required under this Agreement. 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 required under this Agreement, 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 are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(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.

13. DEFENSE AND INDEMNIFICATION:

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

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

15. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against City property, including but not limited to land, facilities, improvements or equipment.

16. ASSIGNMENT AND SUBCONTRACTING:

A. The Contractor agrees that it will not assign or transfer any of its rights or obligations under this Agreement without first obtaining the written consent of the Manager. A transfer will include a merger, consolidation, liquidation or change of ownership by which fifty percent (50%) or more of the outstanding voting stock, equity or control is transferred. Any attempt by the Contractor to assign or transfer its rights or obligations without the prior written consent of the Manager shall, at the option of the Manager, be null and void and terminate this Agreement and all rights of the Contractor. Consent to the assignment may be granted or denied at the sole and absolute discretion of the Manager. If the City consents to an assignment, then any assignment will not become effective until the assignee unequivocally in a signed document satisfactory to the Manager (1) assumes the obligations under this Agreement; and (2) agrees to be bound by all of the terms, covenants and conditions of this Agreement. Any consent of the City pursuant to this provision must be executed with the same formality as this Agreement. The rights and obligations of the Parties under this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted under this Agreement.

B. The Contractor agrees that it will not subcontract any of its obligations under this Agreement without first obtaining the written consent of the Manager, which consent may be withheld in the absolute discretion of the City. If the City consents to the subcontract, such action shall not be construed to create any contractual relationship between the City and the Contractor's subcontractor. The Contractor shall remain fully responsible to the City for any subcontracted work.

17. NO THIRD-PARTY BENEFICIARY: The Parties agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action to any third person. The Parties intend that any person other than the City or the Contractor receiving services or benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

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

19. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS: This Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification related to the subject matter herein shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions

of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. This Agreement and any amendments to it shall be binding upon the Parties and their successors and assigns.

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

21. CONFLICT OF INTEREST:

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

B. The Contractor agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this 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, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

22. 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
201 West Colfax Avenue, 3rd Floor
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.

23. DISPUTES: All disputes between the City and Contractor regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Manager.

24. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

25. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this contract, 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 identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

26. WARRANTY: 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 this Agreement. Each person signing and executing this Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement.

27. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions were prepared by a particular Party.

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

29. SURVIVAL OF CERTAIN PROVISIONS: The Parties agree that all terms and conditions of this Agreement, together with any exhibits and attachments, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement, by expiration of the term or otherwise, shall survive termination

and shall continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. COMPLIANCE WITH ALL LAWS: All of the services performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado and with the charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver, as amended.

31. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Manager, City Council or the Auditor.

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

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

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

35. 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.

36. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94, and Attachment A thereto, concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

37. PREVAILING WAGES:

A. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised, rates attached. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

B. Date bid or request for qualifications/proposals was advertised June 13, 2017.

C. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date the Contract was fully executed. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

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

E. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

38. Compliance with M/WBE Requirements.

A. This Agreement is subject to Article III, Divisions 1 of Chapter 28; and Article V, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-117 to 28-137 D.R.M.C. (the “M/WBE Purchasing Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Contractor identified in its Proposal either itself as a self-performing firm, or MBE and/or WBE subcontractor firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of 20%. The goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 20%.

B. Under § 28-132 D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with Its originally achieved level of MBE and/or WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-133 D.R.M.C. The Contractor acknowledges that:

- (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.

(2) If change orders or any other contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

(3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Contractor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Contractor shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-133, D.R.M.C., as applicable, or the Contractor must show each element of modified good faith set out in § 28-135(d) D.R.M.C. The Contractor shall supply to the director the documentation described in § 28-135(d) D.R.M.C. with respect to the increased dollar value of the contract.

Failure to comply with these provisions may subject the Contractor to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Contractor must consult the M/WBE Ordinance or contact the designated DSBO representative at (720) 913-1999

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-201738822-00

Contractor Name: GTS, LTD. dba SIOUXTECH

By: 

Name: GUY W. LECAINÉ
(please print)

Title: PRESIDENT/OWNER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Statement of Work

On-Call Telecommunications Technicians and Electricians

The City is entering into an Agreement with SIOUXTECH for On-Call Professional Services related to **Telecommunications Technicians and Electricians**, for the installation of communication cabling and other related duties as assigned. SIOUXTECH shall provide telecommunications technicians on an as-needed, on-call basis as by the City.

RESPONSIBLE PARTY:

SIOUXTECH shall, at all times, have on file with the Director of Technology Services Network and Communications or his authorized representative, the name, address, and telephone number of the person in charge of and responsible for its operations as well as the same information for an alternate person in the event that the primary responsible party is unavailable for any reason whatsoever.

In the event of an emergency SIOUXTECH shall, at all times, have the Program Manager or management representative, who may act on behalf of the company, available to respond to City and County premises within thirty (30) minutes after notification for emergencies as deemed by the Chief Information Officer of the City or his/her authorized representative.

SPECIFICATIONS / SCOPE:

Additional Technicians - Upon notice at the weekly meetings with the City, SIOUXTECH shall provide, on an as-needed basis, a “surge force” of qualified technicians to accommodate the schedules. (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.

Subcontractor(s) - SIOUXTECH shall provide by way of subcontractor(s), services for conduit installation, fiber termination/splicing, cable locating, large scale outside plant installation and CAD support, etc., by persons qualified to perform such services. (Minimum quantity: as required to keep/meet delivery schedules or repair turn around.)

MOVES:

Move telephone systems, and/or stations when necessary, and connect to Century Link/ Customer/ Interface, or other Telco provider.

ADDS:

Exhibit A

Add telephone systems, and/ or stations and necessary wiring, and connect to Century Link /Customer Interface.

CHANGES:

Reconfigure system and/ or stations as required.

REPAIRS:

Repair and/ or troubleshoot until repaired, all systems currently in use, or later purchased, by the City. If SIOUXTECH is unable to perform a specific repair or if the vendor deems that factory service is required, the vendor will notify the City and act on the City's direction, and subsequently provide an entrusted time of repair, and pictures.

UPDATE CITY RECORDS:

SIOUXTECH shall provide the City upon completion of all work; schematics and floor plans that detail the cabling/wiring provided and how it has been placed. Such schematics are subject to review and approval by the City. The acceptable format for such schematics is VISIO, AutoCAD, or delivered on soft copy through email or USB media.

PROJECT MANAGEMENT:

SIOUXTECH shall identify and provide a project manager at no additional cost that will be the point of contact for all work performed in relation to providing technicians/electricians to perform cabling as needed. The project manager shall perform the following tasks:

- Provide weekly status of assigned projects, including percentage completions and hours used
- Return calls within one (1) hour between 7:00 A.M. and 5:00 P.M. or during City business days
- Manage employees:
 - To meet accepted hours and assure best utilization of time and resources.
 - Have knowledge of the location of their technician(s)/employee(s) at all times while said employee is performing on a City location.
 - Technicians will be required to check in and out with project manager and submit a weekly/project timesheet.
 - Verify all employees wear proper clothing, shoes, eye protection and hard hats as required in construction areas or to meet all safety standard for the type of work they are doing.
- Attend the following:
 - Weekly project meeting with City designated personnel
 - Any and all pre-job site inspections on 24 hour or one (1) business day notice from the City. The City anticipates that more notice will be give but as a minimum the City expects that SIOUXTECH be able to attend such meetings/site inspections with only 24 hour notice.
 - On site construction meetings. Interface with site superintendent for scheduled work.
 - Walk-through at the completion of the job for City acceptance. Job completions will include:
 - Clean-up of all work areas
 - Return and restock of unused materials
 - Completion of updated materials
 - Completion of updated floor plans showing jack, rack & speaker locations, including jack numbers, room numbers and other relevant labeling. (VISIO, AutoCAD, or soft copy as required)
 - Provide Cable and Fiber Test Results on soft copy, addressed and labeled by site from Fluke Cable certification tester.

Exhibit A

- Provide Times sheets or spread sheet of time expended on City assigned tasks/jobs
- Oversee the repair of any/all damage from work performed
- Insure that the City has signed off and accepted the completed task/job
- Handle construction changes with contractors and city engineers.
- Handle all repairs at SIOUXTECH's expense if need for repair is due to error by SIOUXTECH's employees. When requested, supply pictures of all corrected work to avoided additional site inspections.
- Submit final project invoices within 10 days of the completion of work.
- Submit final project drawing within 10 days of the completion of work.
- Be responsible for updating CAD construction drawings with jack, phone room locations, labels, and pictures.
- Project Manager must make sure all the Technology Standards are followed by technicians. Technology Standards are an attachment to this contract.
- Monthly reporting of billings and to-date total of accrued on contract.
- 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 non-payment by the City.
- Provide start to finish Lead Technician that has been assigned to the specific task/job.
- Supply test and installation equipment such as Fluke meters, fiber OTDR, fusion splicer & heater, label tape/labeler, parts transport, etc. as needed at no additional cost to the City.
- Fusion splicer must be able to handle AFL Telecommunication's fiber heads.
- Supply Subcontractors, as needed, for core drills, trenching, building, x-rays, etc. These costs can be passed to the City as part of the install quote.

TELECOMMUNICATIONS TECHNICIAN TASKS:

- Pull and terminate all types of voice, data and fiber cables, both indoor and outdoor cables
- Label voice and data jacks, patch panel, backboard to City Technology Standards.
- Perform cable certification test with documentation (data cable to CAT-5E and CAT-6 Certification with Fluke meter and deliver results on CD)
- Perform Alien Crosstalk cable certification test for 10Gigabit Ethernet over UTP copper when designated and deliver results on CD or other approved media.
- Perform TIP and Ring Testing
- Perform T-1 Circuit installation and testing
- Perform ISDN Circuit installation and testing
- Perform Centrex line installation and testing
- Perform Fiber test with Fluke meter or OTDR test on Single-mode up to 10 miles.
- 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.
- Demolition of existing cabling and placing in proper trash or recycling areas (identified by the City during site inspections)
- Pull materials from City warehouse, deliver to work site and restock unused parts
- Extend high speed voice and data circuit from demarcation, including T-1, MOE, HDMI, TV, Audio, coax, and other circuits
- Provide via email, floor plans in VISIO or AutoCAD format
- When requested, supply pictures of all corrected work to avoided additional site inspections.
- Provide the customers signature approving the completed work. (Approval Sheet)

ELECTRICIAN:

SIOUXTECH shall provide an electrician to perform conduit work and limited electrical work that may be required on some cabling jobs. The electrician shall have the ability to obtain Class C: electrical permits. The City has 3 classes of electricians that may be used for this work Master, and Journeyman Electricians.

Exhibit A

TASK FOR ELECTRICIANS:

- SIOUXTECH shall be able to pull class C electrical permits for conduit work
- Install conduit as required to meet electrical and low voltage cabling requirements
- Install electrical circuits as part of the remodel in existing buildings from existing electrical panels
- Provide list of required material needed to complete electrical and conduit work

SITE INSPECTION:

SIOUXTECH shall 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:

SIOUXTECH 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, SIOUXTECH may be required to perform other related duties as assigned by the City from time to time at the same hourly rate established for other services herein. Those related duties shall not be substantially unlike or substantially dissimilar to required duties as set out herein. These tasks would fall under the task for the duties of the cable Technicians.

FACILITY SECURITY AND BADGES:

SIOUXTECH's technicians will be provided City badges to work in certain buildings. Police background checks may be conducted prior to badges being provided. SIOUXTECH shall 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.

SIOUXTECH shall meet with the Technology Services and Facility Planning & Management to establish badging requirements for operations under this Contract. SIOUXTECH 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 SIOUXTECH 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.

SIOUXTECH 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 for any area of the City, whether or not restricted. If SIOUXTECH fails to do so, they 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 SIOUXTECH under this Contract.

Exhibit A

The City reserves the right to recommend that SIOUXTECH reassign employees whose performance, in the opinion of the City, has been unsatisfactory.

PREVAILING WAGES:

SIOUXTECH 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 vendor and all subcontractors working under the vendor.
- 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor until the vendor 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 vendor 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 vendor, suspend or terminate the vendor'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 vendor 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 Vendor 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

Exhibit A

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 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 vendor 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 vendor 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 vendor 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 vendor 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 Vendor shall organize to do this construction eight hours per day from Monday to Friday, or Tuesday through Saturday not including City designated Holidays. Overtime must be scheduled as part of the project. Each forty (40) hour work week provides consecutive days as needed based on project need.

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 General Contractor or Facility manager. Door may be opened for deliveries or health issue but must be secured when leaving the area. All Communication Closet 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 vendor's waste materials in the City's containers is

Exhibit A

prohibited unless prior permission has been granted. All materials must be disposed of according to the City's Greenprint Denver Policy.

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 Vendor's equipment, vendor 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 successful vendor be able to provide certified technicians in the following communication areas:

- Nortel phone systems (all types)
- Systimax CAT-6 Cabling
- Valcom Paging systems
- Fiber Slicing

The vendor shall provide technicians can patch and verify:

- VOIP phone service
- Data port activation
- TV, Audio, etc.

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 hourly rate.

All work shall be done during regular working hours on regular working days (Saturdays, Sundays and City Holidays excluded) or as follows:

- (a) Any excessively noisy work or other work which might disturb courtroom procedure at City and County Building shall be rescheduled through the Buildings Superintendent.
- (b) If the vendor must work overtime in order to meet required completion dates, he shall get advance approval from the agency involved, and hours of work shall be agreed upon.

VENDOR'S PERFORMANCE:

SIOUXTECH 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

Exhibit A

performed under the contract. If, in the opinion of the CIO or his/her authorized representative, performance becomes unsatisfactory, the City shall notify the vendor.

SIOUXTECH shall 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 vendor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

RENTAL OF EQUIPMENT:

SIOUXTECH 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 vendor for such equipment rental or lease, without markup, if 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.

PERMITS AND BONDS (as-needed):

Based on project, Contractor may be required to obtain permits and/or provide surety or bond in an amount acceptable to the project manager, assignable as a percentage of a defined project that is considered sufficient to ensure adequate performance and completion of the project.

Exhibit A

PRICING:

Labor markup shall be a fixed percentage over Prevailing Wage rates as determined by the Auditor’s Office applied at contract outset. Applied Prevailing Wage rates at the beginning of the contract term period will be held fixed for 1 year. After year 1, SIOUXTECH shall have the ability to increase wages if Prevailing Wage rates increase according to the percentage mark up as listed in the table below.

Hourly rate based on a 40 hour work week, for on-call phone system installations technicians Monday through Friday/Tuesday through Sunday not including City designated Holidays. The City will attempt to provide a minimum of two (2) weeks or ten (10) business days notice of projects requiring a technician(s). All overtime must be approved by the City and included in the project 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. SIOUXTECH shall be responsible for adjusting the 40-hour work week in accordance with City project requirements. SIOUXTECH shall accurately account for technicians work and work times on City tasks/jobs.

For overtime to be authorized and paid for by the City it shall be approved as a scheduled part of the project.

		<u>Prevailing Wage Rate Electrician</u>	<u>Technician Mark Up from Prevailing Wage (\$)</u>	<u>Technician Mark Up from Prevailing Wage (%)</u>	<u>Total Rate Electrician</u>
SiouxTech	Weekday hours	\$49.67	\$24.34	49%	\$74.01
	Overtime Weekday	\$49.67	\$36.66	74%	\$86.33
	Overtime Sunday/Holidays	\$49.67	\$36.66	74%	\$86.33
		<u>Prevailing Wage Rate Carpentry</u>	<u>Technician Mark Up from Prevailing Wage (\$)</u>	<u>Technician Mark Up from Prevailing Wage (%)</u>	<u>Total Rate Carpentry</u>
SiouxTech	Weekday hours	\$27.40	\$13.43	49%	\$40.83

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Insureon (BIN Insurance Holdings LLC.) 1101 Central Expy. South, Suite 250 Allen, TX 75013	CONTACT NAME: PHONE (A/C, No, Ext): 800-688-1984 FAX (A/C, No): E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : The Hartford 30104 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Yes		46SBMUR7283	11/7/2017	11/7/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Yes		46SBMUR7283	11/7/2017	11/7/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	46WECAAS1846	11/7/2017	11/7/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract: TECHS-201728822. As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as their interests may appear in regards to general liability and automobile liability.

CERTIFICATE HOLDER CANCELLATION

City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept 301 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, Human Resources Technician II
DATE: Wednesday, November 22, 2017
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday, November 10, 2017** 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. CO170030
Superseded General Decision No. CO20160030
Modification No. 13
Publication Date: 11/10/2017
(4 pages)

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

Attachments as listed above.

General Decision Number: CO170030 11/10/2017 CO30

Superseded General Decision Number: CO20160030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	01/27/2017
3	02/03/2017
4	04/07/2017
5	04/21/2017
6	05/19/2017
7	05/26/2017
8	06/02/2017
9	06/09/2017
10	07/21/2017
11	08/04/2017
12	08/18/2017
13	11/10/2017

* ASBE0028-002 07/01/2017

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

CARP0055-002 11/01/2016

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

CARP1607-001 06/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 31.38	12.70

ELEC0068-012 06/01/2017

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 34.70	14.97

ELEV0025-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.35	31.58

FOOTNOTE:

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

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

ENGI0009-017 05/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 29.82	10.10
50 tons and under.....	\$ 27.75	10.10
51 to 90 tons.....	\$ 27.92	10.10
91 to 140 tons.....	\$ 28.55	10.10

IRON0024-009 05/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.30	12.25

IRON0024-010 05/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.30	12.25

PAIN0079-006 08/01/2017

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

PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2017		
	Rates	Fringes
GLAZIER.....	\$ 31.02	9.37

PLUM0003-009 06/01/2017		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 34.53	16.44

PLUM0208-008 06/01/2017		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 33.30	17.65

SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

SHEE0009-004 07/01/2017		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 33.26	16.61

SUCO2013-006 07/31/2015		

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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

Office of Human Resources
Supplemental rates
(Specific to the Denver projects)
Supp #101, Date: 11-28-2016

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Boilermakers		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Journeyman Tile Setter		\$26.83	\$8.48
Laborers: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
Power Equipment Operators:			
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
	Mechanic	\$18.48	
Tile Finisher-Floor Grinder- Base Grinder		\$20.87	\$8.42
Truck Drivers	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation” rates published by the Federal Davis-Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls.
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer.
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
- Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.