

AGREEMENT

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

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and desires to obtain professional services for the preventive maintenance testing of switchgears in the Airport (the “Project”); and

WHEREAS, the City has solicited and received proposals for such services, and has chosen the proposal submitted by Consultant; and

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

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

1. LINE OF AUTHORITY:

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

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

2. SCOPE OF WORK:

A. General: The Consultant will, after it receives a written Notice to Proceed from the Deputy Manager, furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform the services, complete the work and produce all of the deliverables described and set forth in this

Agreement, all of the exhibits and attachments to this Agreement, and in the attached **Exhibit A**, "Scope of Work." This work is hereinafter referred to in this Agreement as the "Consultant's Scope of Work."

B. Professional Responsibility; Standard and Remedies:

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

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

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

3. COMPENSATION AND PAYMENT:

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

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

B. Reimbursable Expenses: The parties agree that the City's monthly payments of portions of the Consultant's lump sum fee for its services hereunder shall be deemed to include all costs and expenses related to such services. No expenses shall be

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

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

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

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

Invoices shall be submitted in accordance with **Exhibit B** and shall include such documentation as shall be required by the City's Project Manager, including the following where applicable:

- (1) A brief status report which describes the progress of the work and a summary of the work performed during the period covered by the invoice.
- (2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by the Consultant and shall be available for examination by the City, at City request.
- (3) The amounts shown on the invoices shall comply with and clearly reference the work performed, the hourly rate where applicable, and allowable reimbursable expenses.
- (4) The Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.

(5) The signature of an officer of the Consultant, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

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

4. MAXIMUM CONTRACT LIABILITY; FUNDING:

A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum of Eight Hundred Fifty Thousand Dollars and Zero Cents (**\$850,000.00**). The Maximum Contract Liability may only be increased by amendment to this Agreement.

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

5. TERM:

The term of this Agreement shall commence on March 2, 2015 and shall terminate, March 1, 2019. In addition, the term of this Contract may be extended in the Manager's discretion, by written notice from the City to the Consultant, to allow for the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Contract Term shall increase the Maximum Contract Amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract.

6. SUBCONSULTANTS AND SUBCONTRACTORS:

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

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

7. PERSONNEL ASSIGNMENTS:

A. The Consultant shall assign a Project Manager to this Project that has experience and knowledge of industry standards. The Project Manager shall be the contact person in dealing with the City Project Manager on matters concerning this Project and shall have the full authority

to act for the Consultant's organization and at the direction of the Deputy Manager of Aviation or his or her designated representative. This Project Manager shall remain on this contract during the entire contract term, while in the employ of the Consultant, or, until such time that his performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Consultant's Project Manager.

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

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

D. All key professional personnel identified by the Consultant will be assigned by the Consultant or sub consultants to perform work under this Scope of Work. The Deputy Manager must approve additional personnel in writing. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Scope of Work and that the Consultant's and the sub consultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

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

F. If, during the term of this Agreement, the Deputy Manager determines that the performance of approved key personnel is not acceptable, he shall notify the Consultant, and he

may give the Consultant notice of the period of time, which the Deputy Manager considers reasonable to correct such performance. If the Deputy Manager notifies the Consultant that certain of its key personnel should be reassigned, the Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the Deputy Manager's notice.

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

and all rights to make a claim of payment against any City property arising out of the performance of the agreement.

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

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

8. ASSIGNMENT:

The Consultant shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Manager. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Manager, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Manager.

9. NO DISCRIMINATION IN EMPLOYMENT:

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

10. FEDERAL PROVISIONS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System, including DIA. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

11. ADMINISTRATIVE HEARING; DISPUTE RESOLUTION:

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

12. STATUS OF CONSULTANT:

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

13. NO AUTHORITY TO BIND CITY TO CONTRACTS:

The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and Ordinance.

14. INSURANCE:

A. Insurance Coverage. The Consultant shall obtain and keep in force during the entire term of this Agreement, including all warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit C**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City a fully completed and executed ACORD form which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage.

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

must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

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

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

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

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

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

15. INDEMNIFICATION:

The Consultant hereby agrees to indemnify and hold harmless the City, its officers, agents and employees, from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, the Consultant's performance of this Agreement or its occupancy of City-owned property or other property upon which work is performed under this Agreement, and including acts and omissions of the Consultant's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Consultant's obligation to indemnify or hold harmless the City, its officers, agents and employees under this paragraph shall not apply

to liability or damages resulting (1) from the sole negligence of the City's officers, agents and employees and (2) from the Consultant's performance of work requiring the application of the Consultant's professional skills, training and judgment (such as the preparation of designs, plans or opinions) if such work was not performed in a negligent manner. The Consultant's obligations set out in this paragraph shall survive the termination of this Agreement. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

16. COORDINATION OF SERVICES:

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

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

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

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

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

19. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:

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

B. The Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 15, "Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law, except in cases where the Consultant's personnel are

working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, and copyrights.

20. CONFLICT OF INTEREST:

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

21. TAXES AND COSTS:

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

22. OWNERSHIP OF WORK PRODUCT:

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

23. ADVERTISING AND PUBLIC DISCLOSURES:

The Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to DIA shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein,

however, shall preclude the Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager, any member or members of City Council, and the Auditor.

24. COLORADO OPEN RECORDS ACT:

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

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

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

26. CITY SMOKING POLICY:

Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

27. EXAMINATION OF RECORDS:

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

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books,

documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Consultants further agree that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

And by City to: Intermountain Electric
5050 Osage Street, Ste. 500
Denver, CO 80221
Attn: George Griffiths

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

32. RIGHTS AND REMEDIES NOT WAIVED:

In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Consultant, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

33. NO THIRD PARTY BENEFICIARIES:

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

34. DIVERSITY AND INCLUSIVENESS:

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

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

35. PAYMENT OF PREVAILING WAGES:

A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Consultant and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of

payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Consultant and its subconsultants under this Agreement (See **Exhibit D**). The wages shall be those prevailing as of the date of this Contract, and the Consultant shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.

B. The Consultant shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Consultant that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Consultant or a subconsultant, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.

C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates which consultants and subconsultants shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. In no event shall any increases in prevailing wages after the first anniversary of this Contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Consultant.

D. If the Consultant or any subconsultant fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Consultant until the Consultant furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Consultant may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

E. If any worker to whom the prevailing wages are to be paid, employed by the Consultant or any subconsultant to perform work hereunder, has not been or is not being paid a rate of wages required by this Agreement, the Manager of Aviation may by written notice to the Consultant, suspend by a stop-work order or terminate the Consultant's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Consultant or its sureties of any obligations or liabilities to the City under this

Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for the removal of rubber and paint from Airport facilities while any such stop-work order is in effect or following termination for such cause.

36. GOVERNING LAW; BOND ORDINANCES; VENUE:

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

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

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

37. PARAGRAPH HEADINGS:

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

38. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This agreement consists of Sections 1 through 46 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1:	Standard Federal Assurances
Appendix No. 3:	Nondiscrimination in Airport Employment Opportunities
Exhibit A:	Scope of Work
Exhibit B:	Scheduling, Progress Reporting, and Invoicing
Exhibit C:	Certificate of Insurance
Exhibit D:	Prevailing Wages

In the event of an irreconcilable conflict between a provision of Sections 1 through 46 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendices No. 1 and 3
- Sections 1 through 46 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

39. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

This Agreement is intended as the complete integration of all understandings between the parties.

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

40. INUREMENT:

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

41. FORCE MAJEURE:

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

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

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

- (a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.
- (b) The Consultant certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

- (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

43. PROMPT PAY:

The Consultant is subject to D.R.M.C. Section 20-112 wherein the Consultant is to pay its sub consultants in a timely fashion. A payment is timely if it is mailed to the sub consultant no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

44. SEVERABILITY:

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

45. COUNTERPARTS OF THIS AGREEMENT:

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

46. CITY EXECUTION OF AGREEMENT:

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

[END OF PAGE]

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

NOTE: As used below the term "contractor" shall mean and include the second party, and the term "sponsor" shall mean the "City".

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

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, and Title 14, CFR, Part 152, Subpart E, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Contractor for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Contractor for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

Contract Control Number: PLANE-201416821-00

Contractor Name: Intermountain Electric, Inc.

By:  _____

Name: Jason Clay
(please print)

Title: VP of Construction
(please print)

ATTEST: [if required]

By:  _____

Name: Celia B Martinez
(please print)

Title: Contracts Manager
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



EXHIBIT A
SCOPE OF WORK
SWITCHGEAR PREVENTIVE MAINTENANCE & TESTING
201416821 DENVER INTERNATIONAL AIRPORT

I. **Introduction**

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

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

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

DS 420 & DS 632

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

This contract requires that the contractor arrange for and pay Xcel Energy to de-energize and re-energize some of the switchgears as they are being tested. These switchgears will require that Xcel Energy de-energize and re-energize either one or two 25kv transformers per switchgear.

Additionally, all contractor personnel involved in the testing of the switchgear must be NETA certified (or certified by Westinghouse/Cutler-Hammer) and must be able to demonstrate the capability and competence to do the work required by the Project.

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

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

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

II. **Scope of Work**

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

SWITCHGEAR AND SWITCHBOARD ASSEMBLIES:

Electrical Tests

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

Metering and Instrumentation

Visual & Mechanical Inspection

1. Check all devices for physical damage and connection tightness.

2. Verify meter nameplate designation.

Electrical Tests

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

Low Voltage Air Circuit Breakers

Visual & Mechanical Inspection:

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

Electrical Tests

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

EXHIBIT B

SCHEDULING, PROGRESS REPORTING AND INVOICING

AGREEMENT NUMBER: 201416821

Electric Power Preventive Maintenance & Testing

A. INTRODUCTION

This Exhibit B describes the Contractor's obligations to prepare and submit schedules and progress reports, control its budget, and submit invoices. The Contractor shall prepare invoices that are based on its progress toward completing the Contractor's Project. In the "payment for progress" concepts described herein, the Contractor schedules the work and identifies the resources (costs and man-hours) that will be required to complete each scheduled phase. Those resources are totaled for each phase. A lump sum cost has been developed for the project as described in the Agreement. The Contractor then measures monthly progress and prepares invoices on the basis of completion of each phase of the project.

B. WORK SCHEDULE

B.1 Not later than 7 days after receiving the Notice to Proceed, the Contractor shall be ready to perform the Contractor's Scope of Work described in Exhibit A of this Agreement.

B.2 The work performed by the Contractor(s) under Scope of Work (Exhibit A) in the Agreement shall include the testing and preventive maintenance of approximately one switchgear per month.

B.3 After the monthly testing, the Contractor(s) shall provide a **report** listing all results and recommendations from the month's testing and preventive maintenance.

C. INVOICES AND PROGRESS PAYMENTS

C.1 The City will provide the Contractor with the outline invoice forms in Microsoft Excel format. These forms shall accompany the monthly report when the Contractor(s) present their monthly invoice.

C.2 The Contractor shall submit with each invoice signed Partial Releases from each subContractor which states the amount of payment received for services performed during the prior billing period.

C.3 Ten percent of the total amount of each invoice shall be withheld from each progress payment. The amount withheld shall be paid to the Contractor after the Contractor completes all submittals required by each Project, submittals have been approved, and the Contractor has provided all lien releases for that Project.

C.4 The Project Manager will review all invoices and, in the event the Project Manager disagrees with the invoiced progress, will notify the Contractor. The Contractor and the Project Manager will meet by the 25th of the month to discuss the reasons for the disagreement and whether a portion of the payment for the phase of the project should be deferred. The Deputy Manager shall have the authority in his sole and absolute discretion to withhold portions of any progress payment request if he determines that the progress claimed for any phase in the invoice has not been achieved.

C.5 In accordance with requirements set forth in this Agreement the Contractor must have provided the City with the following documentation before any payments will be made to the Contractor:

Certificate of Insurance

SubContractor Agreements, if applicable

Final Organizational Chart

Authorization forms for any key Professional Personnel Assignment who is not already approved in this Agreement

Certifications of SBE and DBE subContractors with date of expiration noted, if applicable

Name and title of persons authorized to sign for the Contractor.

D. SCHEDULE CHANGES AND INCREASES IN PROJECT AMOUNT

Any requests for schedule changes or increases in Project Amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases. All schedule changes or increases in compensation shall be approved in advance and in writing by the City.

E. CORRESPONDENCE CONTROL

All correspondence, including transmittals, between the Contractor and the City, subContractors, contractors, subcontractors, major permanent material vendors, and other entities with participation in the design or construction of the Project shall be serialized. The Contractor shall maintain individual incoming and outgoing correspondence logs for each entity. The Contractor may not correspond with construction contractors or subcontractors or suppliers without prior written approval by the Project Manager for each correspondence. The Contractor shall provide, at the request of the Project Manager, copies of all correspondence related to its work under the Agreement.

Within seven days of Notice to Proceed, the Contractor shall submit to the Project Manager its proposed method of correspondence control that it shall immediately institute upon receipt of written approval from the Project Manager.

H. SUMMARY OF CONTRACT PROJECT CONTROL REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTORS

Prior to First Invoice (submittals required):

1. Certificate of Insurance, SubContractor Agreement(s), Final Organizational Chart, Authorization Forms for Key Personnel Assignments. SBE/DBE Certification with date of expiration noted.
2. Name and title of persons authorized to sign for Contractor

Within Seven Days After Notice to Proceed (submittals required):

1. Correspondence control methods
2. Invoice and Progress Payment format
3. Contractor shall meet with the Project Manager for a Pre-Work Meeting

4. Contractor shall submit its proposed Monthly Progress Report format

EXHIBIT C

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

Certificate Holder Information:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201416821 - Switchgear Preventative Maintenance

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. State Of Colorado law states that if a contractor is a sole proprietor, they are not required to have Workers Compensation coverage.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area

Each Occurrence and aggregate

\$1,000

Each Occurrence and aggregate

\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Builders' Risk Insurance or Installation Floater

Minimum Limits of Liability (In Thousands)

Completed Value Basis

Unless otherwise provided, the Insured shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis.

- a. Policy must provide coverage from the time any covered property becomes the responsibility of the Insured, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- b. Such Builders' Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until formal acceptance of the project by the owner (DIA) or the placement of permanent property insurance coverage, whichever is later.
- c. The Builders' Risk insurance shall include interests of the Denver International Airport and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.
- d. The Builders Risk insurance shall be written on a **Special Completed Value** Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading.
- e. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. City and County of Denver Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy. The Builder's Risk Policy shall remain in force until acceptance of the project by the City.
- f. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

The deductible shall not exceed \$25,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, or volcano.

III. ADDITIONAL CONDITIONS

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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A-VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

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



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, Associate Human Resources Professional
DATE: Friday June 13, 2014
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 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 OHR.

The attached Prevailing Wage Schedule is effective as of **Friday June 13, 2014** 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. CO140004
Superseded General Decision No. CO20130004
Modification No.08
Publication Date: 6/6/14
(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) 913-5018

Attachments as listed above.

General Decision Number: CO140004 06/06/2014 CO4

Superseded General Decision Number: CO20130004

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	01/03/2014
1	01/17/2014
2	01/24/2014
3	01/31/2014
4	02/07/2014
5	03/07/2014
6	04/04/2014
7	05/23/2014
8	06/06/2014

ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.18

BRCO0007-001 09/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 23.68	8.34

BRCO0007-005 05/16/2013

	Rates	Fringes
TILE SETTER.....	\$ 27.15	7.63

CARP0001-004 05/01/2013

	Rates	Fringes
Carpenters: Acoustical, Drywall Hanging/Framing and Metal		

Stud, Form Building/Setting.\$ 25.00 5.39

CARP1607-002 06/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 28.95	11.10

* ELEC0068-002 06/01/2014

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Fire alarms, Security Systems, Telephones, Computers and Temperature Controls).....	\$ 32.65	12.70

ELEV0025-002 01/01/2014

	Rates	Fringes
Elevator Constructor.....	\$ 40.10	26.785

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 10/23/2013

	Rates	Fringes
Power equipment operator - crane		
141 tons and over.....	\$ 25.97	9.15
50 tons and under.....	\$ 24.88	9.15
51 to 90 tons.....	\$ 25.04	9.15
91 to 140 tons.....	\$ 25.19	9.15

IRON0024-001 11/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.80	10.14

LABO0720-003 05/01/2014

	Rates	Fringes
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LABORER
 Concrete/Mason Tenders.....\$ 16.42 6.38

 PAIN0079-002 01/01/2014

	Rates	Fringes
Drywall Finisher/Taper		
Hand.....	\$ 19.40	6.66
Tool.....	\$ 19.75	6.66
Painters:.....	\$ 18.70	6.66
PAPERHANGER.....	\$ 19.40	6.66

 PAIN0930-001 07/01/2013

	Rates	Fringes
GLAZIER.....	\$ 28.67	7.52

 PLAS0577-001 05/01/2013

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 23.25	10.23

 PLUM0003-001 07/01/2013

	Rates	Fringes
PLUMBER (Excluding HVAC work).....	\$ 33.18	12.44

 PLUM0208-001 07/01/2013

	Rates	Fringes
PIPEFITTER (Including HVAC pipe).....	\$ 33.35	12.27

 SFCO0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.09	18.60

 SHEE0009-001 07/01/2013

	Rates	Fringes
Sheet metal worker (Includes HVAC duct and installation of HVAC systems).....	\$ 32.04	13.13

 SUCO2001-011 12/20/2001

	Rates	Fringes
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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.

Office of Human Resources
Supplemental to the Davis-Bacon *Building* Construction Project rates
(Specific to the Denver projects)
Supp #100, Date: 03-02-2012

Classification		Base	Fringe
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.