

ON CALL MAINTENANCE CONTRACT

THIS ON CALL MAINTENANCE CONTRACT (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COMPUTER SITES, INC.**, a Colorado corporation, with a principal place of business address of 1225 So. Huron St., Denver, CO 80223 (the “Contractor”). For purposes of this Agreement, the City and the Contractor are collectively referred to as the “Parties.”

WHEREAS, the City has identified a need for a qualified and competent contractor to perform, as assigned, maintenance and emergency maintenance as directed by the City on an “on-call” or “as needed” basis (the “Program”). Program work will generally consist of performance of such emergency repair services required on a variety of future identified projects as assigned by the City (the “Projects”);

WHEREAS, the work shall consist of the maintenance and emergency maintenance and replacement services at multiple locations throughout the City and County of Denver;

WHEREAS, the Contractor is willing and able to perform all of the services required under this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. DEFINITIONS: The capitalized terms used in this Agreement and any and all exhibits hereto, will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

A. “City” means and refers to the City and County of Denver or a person authorized to act on its behalf.

B. “Contractor” means and refers to the Contractor, its agents, employees, officers, and anyone acting on its behalf.

C. “Exhibit A” or “Scope of Work” means the Contractor’s scope of work under this Agreement, and as further defined in each specific work order assigned hereunder (the “Work Order”).

D. “Non-Standard Work Hours” means Monday through Friday, Weekends, and City of Denver Holidays, 5:00 P.M. to 7:00 A.M. as described in Exhibit A.

E. “Standard Work Hours” means Monday through Friday, 7:00 A.M to 5:00 P.M.

F. “Subcontractor” means an entity, other than the Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.

G. “Work Order” means the specific emergency task given to the Contractor for execution as contemplated under this Agreement.

2. WORK TO BE PERFORMED:

A. Work: The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the work described in the Scope of Work, **Exhibit A** (the “Work”). Contractor shall perform Work in a highly skilled manner consistent with the performance standards and technical requirements set forth in **Exhibit A**. When called for services, the Contractor will first determine the number of workers and the type of equipment, and supplies required and respond to the site within two (2) hours. The Contractor will commence work as soon as practical, but no later than the next business day, and will provide a “not-to-exceed” cost estimate to the using agency. The Contractor shall complete the Project within the time period specified in the Work Order for the Project. The Contractor shall diligently prosecute the Work to completion using its best efforts, highly skilled work effort and attention. The Contractor shall be solely responsible for all means, methods and techniques of performance, protection of property and safety. The Contractor shall be responsible to the City for the acts and omissions of the Contractor’s employees and any other persons performing any of the work or furnishing materials.

B. Oversight: The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director of the Department of General Services or other designated representative (the “Director”) and the Department employee(s) assigned to manage the Work Project (the “Department”) and make every reasonable effort to fully coordinate the Work Project with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s Work Project. The Contractor agrees

to allow the City to review any of the procedures used by it in doing the Work under this Agreement and to make available for inspection all notes and other documents used in performing the Work.

C. Cooperation and Coordination: The Contractor shall make every reasonable effort to fully coordinate the Work with any City agency or any person or firm under contract with the City doing work which affects the Contractor's Work on any particular Work Order. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work under Agreement and to make available for inspection all notes and other documents used in performing the Work.

D. Non-exclusivity: The Contractor acknowledges and agrees that Agreement does not create an exclusive right to perform all Work for which the City may contract for the type of service described in **Exhibit A**. The City may enter into contracts with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Executive Director or their designee Director, the contractor that is the most cost effective, best suited, and/or most readily able to perform a specific Work Project.

E. Work Order: As the Department determines the need for emergency services, the City will issue an emergency authorization code followed by a written Work Order to the Contractor detailing the nature and extent of services to be provided, the location of the Work Project, and the timeframes within the Work Project is to be performed, with a projected amount to be paid to the Contractor (the "Work Project Amount") based on the Work items described in the Statement of Work and Technical Specifications in **Exhibit A**. **Exhibit B** attached to this Agreement and incorporated herein by reference contains the Billing Rates, which the Contractor acknowledges and affirms that the City may rely upon in the preparation of Work Orders as provided herein. **Exhibit D** attached to this Agreement and incorporated herein by reference substantially reflects the form of the Work Order to be issued by the City. The Contractor shall, within two (2) hours and in good faith, confirm the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back in writing to the Department as to the Contractor's ability to initiate and complete the Work Project in the timeframes specified in the Work Order. The Contractor assumes all responsibility and risks, including any additional work or additional costs,

for failure to confirm the completeness and accuracy of the Work Order and the Work Project Amount, including any inquiries with the Department as to any directions or specification in the Work Order which are not clear. Confirmation includes, but is not restricted to, inspections of the Work Project site and inquiries with the Department as to any directions or specifications in the Work Order which are not clear. Upon the Contractor executing the Work Order, the Department shall finalize and execute the Work Order for the Work Project and return a copy of the executed Work Order to the Contractor which shall include a purchase order number and the temporary authorization code for each Work Project.

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

G. Inspection of the Work: Persons who are employees of the City or who are under contract to the City will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the technical specifications, all other Contract requirements, and the Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included in

the Contractor's price for the Work. In addition, the Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections, whether or not previous inspections or tests were conducted by the inspector or a City representative.

H. Warranties; Correction of Work: The Contractor warrants that all parts, materials, components, equipment, systems and other items incorporated into the Work ("Items") shall be new, unless otherwise specified, and suitable for the purpose used, and will be of good quality, free from faults and defects, and in keeping with common industry standards and that said Items shall be properly installed or incorporated into the Work in accordance with manufacturer's specifications and standard practices for said Items, and all of this shall be in conformance with the specifications and requirements of this Agreement. The Contractor's warranty shall be effective for a one-year period following the completion of the Work and shall be extended for one year following any repair, replacement or corrective action required under the warranty. The Contractor, when requested, shall furnish the Executive Director or their designee with satisfactory evidence of the kind and quality of Items proposed to be incorporated into the Work. At any time while this Agreement is in effect or during the warranty period, the Contractor shall, at no cost to the City, promptly investigate, repair, replace, or otherwise correct any of its workmanship and/or Items in the Work which contain fault(s) or defect(s), whether such failure(s) are observed by the City or the Contractor, and promptly repair, replace, otherwise correct any damage to any personal or real property owned by the City or another person resulting from said fault(s) or defect(s) or from the repair, replacement, or correction of the fault(s) or defect(s).

I. Title: The Contractor warrants that it has full title to all items incorporated into the Work, that its transfer of such title to the City is rightful and free and clear from all security

interests, liens, claims, or encumbrances whatsoever, and that the Contractor will defend such title against all persons claiming the whole or part of any Item, at no cost to the City.

J. Completion; Deficiency: The Contractor shall promptly notify the Project Manager as to the completion of the Work so that inspection of the Work may be made by the City. If a Completion Notice is specified in the Work Order, the Contractor shall not submit a request for payment for the Work performed until a Completion Notice is issued by the Executive Director or their designee or ten (10) calendar days after the City is notified of Work completion, whichever is sooner. If the Work performed is determined by the Executive Director or their designee to be defective, deficient or incomplete, whether or not a Completion Notice is required, the Contractor shall correct or complete the Work, at no additional cost to the City, within the timeframe specified in a Notice of Deficiency issued by the Executive Director or their designee, and promptly notify the Executive Director or their designee upon correction or completion of the Work.

K. Time is of the Essence: The Work is time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary: 1) in initiating, making good progress, and completing the Work Project, all within the timeframes specified in Agreement and applicable Work Order, and 2) in promptly and fully correcting or completing any Work noted in a Notice of Deficiency. Failure or refusal by the Contractor to initiate, make good progress, or complete the Work within the Performance Period may result, at the discretion of the Executive Director or their designee, in termination of this Agreement, or in assessment of liquidated damages under Section 7.D.ii of Agreement.

L. Subcontracting: Except as approved by the Executive Director or their designee in advance and in writing, or in emergency situations, through a Field Order Directive (see Scope Exhibit A and example form attached as Exhibit G) the Contractor shall not subcontract with another contractor to perform the Work. The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code.

3. METHODS OF WORK:

A. Resources, Personnel, and Time Commitment: the Work shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete the Work in an effective and expeditious manner. The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. The Work shall be undertaken by workers skilled, proficient, and experienced in the trades required by this Agreement and shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in this Agreement or provided to the Contractor by the City. If the City reasonably believes that the Work is not proceeding satisfactorily or timely because the Contractor has not utilized an adequate number of qualified and skilled personnel or workers or provided sufficient tools, supplies, equipment, or materials, then the City may require the Contractor, at no additional cost to the City, to utilize additional qualified and skilled personnel or workers or provide additional tools, supplies, equipment, or materials to perform the Work in a manner reasonably acceptable to the City.

B. Permits and Licenses: Any tasks specified under this Agreement that require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. The Contractor shall obtain, at its own expense, and maintain all permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work and shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals.

C. Work Site Conditions: Work sites and nearby locations shall be kept clean and neat. Equipment, vehicles, and materials no longer needed at the site shall be promptly removed from the site, and any such items lawfully stored for use on the site shall be so placed and secured as to protect the public health and safety. All scraps, debris, trash, excess soil, and other waste materials shall be regularly removed and properly disposed of. Disposal in solid waste containers provided by the City is prohibited unless written authorization is obtained.

D. Protection of Property: The Contractor shall assume full responsibility and expense for the protection of all public and private property, including but not limited to structures, street improvements, pathways, irrigation systems, landscaping, water lines, sewers, and other utilities, both above and below ground, at or near the site or sites of the Work or at

any other location affected by the prosecution of the Work or the transportation or utilization of workers, equipment, or materials in connection with the Work. The Contractor shall provide, in a timely manner and in advance, written notice to: 1) the City department having charge of any property, right of way, or utility affected by the Work; 2) any utility having charge of any utility affected by the Work; and 3) any private property owner whose property or improvements will be affected by the Work, and shall make all necessary arrangements with such City department, utility, or private property owner for the removal and replacement or the protection of such property. The Contractor shall arrange and obtain any utility locations required by law or necessary to protect utilities or underground facilities on public or private property and shall be liable for any failure to obtain or comply with such utility locations. To the extent that any permit or license is required by a City department or other governmental entity for any work on public property, said permit or license shall be obtained and paid for by the Contractor in advance of performing the Work and shall be complied with in the performance of the Work. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City will accept or pay for the Work performed. If the Contractor fails to make such repairs or replacement, the Executive Director or their designee may, at the Executive Director's or their designee's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

E. Safety: The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being fully familiar with and complying with all applicable City, state or federal laws, ordinances, rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder ("Safety Laws"). The Contractor shall promptly notify the City in writing of any violations of said Safety Laws, along with copies of any injury reports, and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Safety Laws. The Contractor shall provide and properly locate all necessary protective devices and safety precautions, including warning signs, barricades, or other devices or precautions as required by Safety Laws or the City. For all operations requiring the

placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions. All ladders, scaffolding, or other devices used to reach objects not otherwise accessible, shall be of sound construction, firm and stable and shall be maintained in good, operable condition. All such equipment shall be moved, placed, shifted, and removed from work areas in such a 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.

F. Disposal of Non-Hazardous Waste at DADS: In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Proposals shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

G. Prohibition on Use of CCA-Treated Wood Products: The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

H. Waiver of Part 8 of Article 20 of Title 13, Colorado Revised Statutes: The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under Agreement.

I. Liens and Other Encumbrances: The Contractor shall not permit any mechanic’s or materialman’s liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any worker labor performed or materials or equipment furnished by any person or legal entity to or on behalf

of the Contractor, either pursuant to C.R.S. § 38-26-107 or by any other authority. The Contractor shall promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. The Contractor shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Agreement. The Contractor will indemnify and save harmless the City for the extent of any and all payments, interests, and penalties resulting from failure to comply with this section. The Contractor's obligations set out in this section shall survive the termination of this Agreement.

J. Environmental Compliance: The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the Work. The Contractor shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

K. Attorney's Fees: Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, the Contractor agrees to pay to the City its costs and reasonable attorney's fee which cost shall be included as a Cost of the Work. Because the

City Attorney Staff does not bill the City for legal services on an hourly basis, the Contractor agrees a reasonable fee shall be computed at the rate of two hundred dollars per hour of City Attorney time.

L. Environmental Sustainability: The Contractor shall demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to its line of services including, but not limited to, construction waste recycling and energy efficiency. Contractor shall work to reduce landfill waste by recycling and/or salvaging recyclable materials. Where applicable, contractor shall procure and install fixtures and equipment that reduce energy use.

4. TERM: The term of this Agreement will commence upon **June 1, 2024** and will continue until **May 31, 2027** (the “Term”). The term of the agreement may be extended on the same terms and conditions, for two (2) one (1) year renewal terms, upon written amendment to this Agreement prior to the expiration of the current term. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in the Contract and as otherwise directed by the Executive Director or their designee.

5. FIELD ORDER DIRECTIVE:

A. Field Order Directive is a written order, (**Exhibit G**) signed by the Executive Director or their designee or his designated representative, which directs the contractor to commence emergency work and to utilize the requested subcontractor prior to a formal Subcontractor Request authorization. A Field Order Directive may be used when:

i. The City determines that the Contractor must proceed immediately to perform the Work in order to avoid or correct a situation where the health or safety of persons may be affected, and sufficient time is not available to negotiate the Work;

ii. The City and Contractor have not yet completed their negotiation of Work but in the interest of safety, the City requires the Contractor to proceed without an executed Order or authorization in place.

B. Contractor’s Duties: Upon receipt of a Field Order Directive the Contractor shall promptly sign the Order and return it to the Project Manager and shall promptly proceed with performing the emergency Work. The Contractor, within five (5) days after receiving the Field Order Directive, shall provide the Project Manager with a complete

subcontractor's request including all pertinent documentation. Within five (5) days after completing the work the Contractor shall provide the Project Manager with an itemized invoice attributable to the emergency

6. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: Each Project will be assigned and authorized separately by Work Order and the maximum liability of the City for any one Work Order shall not exceed the sum of **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000)**, including all authorized Work Order changes, without the prior written approval of the Executive Director or their designee. The Maximum Contract Amount to be paid by the City to the Contractor for satisfactory completion of all Work Orders authorized by the City and performed by the Contractor under this Agreement shall in no event exceed the sum of **SEVEN HUNDRED THOUSAND DOLLARS and 00/100 CENTS (\$700,000)** unless the Agreement is modified to increase said amount by a duly authorized and written amendment to Agreement executed by the Parties in the same manner as Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the final price payable to the Contractor for all of the authorized Work will equal the Maximum Contract Amount.

B. Conditions of Payment: Payment shall be made upon satisfactory completion of the Work in accordance with the Work Order issued and this Agreement. A properly issued and signed final receipt and lien waiver shall be a condition precedent to any obligation for the City to make final payment for Work performed by the Contractor. The request for payment submitted by the Contractor must fully document and itemize the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs. The request for payment shall affirmatively represent that: i) all of the Work specified in the Work Order has been fully performed and completed and any Deficiency Notice has been satisfied; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of Section 13 below have been fully complied with; iii) all rights, title and interests to the materials or improvements provided or installed as the result of the Work have transferred to the City; and iv) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the representations are hereby

deemed to contain them. The request for payment must be approved by the Executive Director or their designee in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any liquidated damages assessed by the Executive Director or their designee under sub-section 7.D.ii below.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Amendments: The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement, and that any work performed by Contractor beyond that specifically described or allowed under Agreement or without a fully and properly executed amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

E. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

7. TERMINATION & REMEDIES:

A. Termination for Convenience of the City: The Executive Director, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate

this Agreement, in whole or part, when it is in the best interest of the City as determined by the Executive Director. To the extent that the Contractor has initiated or completed Work for which the Contractor has not yet been compensated in accordance with this Agreement, appropriate compensation for all such authorized Work shall be paid to the Contractor in accordance with this Agreement.

B. Termination, With Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of Agreement (“Breach”), for which the Executive Director may, at the Executive Director’s option, either terminate this Agreement or withdraw a Work Order, with cause, upon written notice to the Contractor:

i. The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake, or substantially, or timely perform its responsibilities and obligations, or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement, including the due diligence obligations set forth in Section 2 of this Agreement or the Work methods under Section 3 of this Agreement, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor’s control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, or strike at a manufacturer or supplier for the Work Project;

ii. There is substantial evidence that it has been or will be impossible for the Contractor to perform the Work required due to matters within the Contractor’s control such as voluntary bankruptcy, strikes, boycotts, and labor disputes involving Contractor’s employees or closure or suspension of operations by regulatory order of a governmental entity or an order of a court due to violations or infractions by the Contractor or Contractor’s employees;

iii. The Contractor has persistently or flagrantly failed to perform the Work or failed to timely perform the Work or to comply with the specifications and requirements as set forth in the Statement of Work in **Exhibit A** to this Agreement;

iv. The Contractor has submitted one or more requests for payment under this Agreement that are fraudulent or persistently or flagrantly erroneous or misleading;

v. The Contractor has made an assignment or transfer of, or subcontracted, its responsibilities and obligations under this Agreement without obtaining the Executive Director's written consent or not in conformance with this Agreement;

vi. The Contractor fails to obtain, renew, replace, or maintain the insurance coverage required by Agreement, or causes or is at fault for damage to property or injury to persons that is not covered or not adequately covered by insurance and the Contractor fails to remedy the situation to the satisfaction of the Executive Director or their designee;

vii. The Contractor fails to obtain or properly and timely maintain any financial assurances required by this Agreement;

viii. A lien is filed against City property because of any act or omission of the Contractor and is not timely discharged, unless the Contractor furnishes to the City such bond or other financial assurance reasonably acceptable to the Executive Director or their designee to protect the interests of the City;

ix. The Contractor has failed to obtain or maintain any required permit or license or has utilized personnel or workers not licensed or registered as required by law;

x. The Contractor has failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;

xi. The Contractor fails, within three (3) calendar days of being notified, to comply with, or fails to compel its subcontractors to comply with, the prevailing wage requirements or other City ordinances applicable to the type and nature of Work being performed under this Agreement; or

xii. The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal contract in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business.

C. Compensation: Upon termination of this Agreement by the City, with cause, under sub-section 7.B above, the Contractor shall be compensated for the Work that the Executive Director or their designee determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said

amount or some portion of said amount is needed to compensate the City for: 1) liquidated damages, if specified under sub-section 7.D.ii below; 2) the costs of releasing any liens or satisfying any claims related to the Contractor's Work; and 3) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work or to repair or replace any damaged or lost property caused by the Breach of Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

D. Remedies:

i. Termination: For any termination with cause of this Agreement, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of the Contract; b) actual damages or costs caused by Breach of the Contractor; and c) recovery of costs incurred by the City itself in paying for the release of liens related to the Contractor's Work or in completing or rectifying the Contractor's Work or in retaining and compensating another contractor to complete or rectify the Contractor's Work, to the extent not covered in sub-section 7.C above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any Work Orders executed with and performed in whole or part by the Contractor. The City and the Contractor understand and agree that the rights of specific performance and to incidental, consequential, or punitive damages have been hereby expressly waived and released by both Parties.

ii. Liquidated Damages: If the Executive Director or their designee determines, for a Breach of Agreement involving delay caused directly by Contractor under sub-section 7.B above, not to terminate this Agreement but to apply liquidated damages as provided in this paragraph, the Contractor shall be liable to the City for liquidated damages in the amount of five hundred dollars (**\$500.00**) per day, per site, calculated from the day that the Executive Director or their designee issues notice to the Contractor of a Breach under sub-section 7.B through a) the day before the Breach is remedied, or the day before a new Work Order or Agreement is executed with another contractor to perform the Work, as so determined by the Executive Director or their designee. The Contractor and City hereby acknowledges and agrees that it would be impractical and extremely difficult to estimate the damages which the City might incur for said

breach, and that, in the interest of assuring that the Work is timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of this Agreement or litigation.

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

9. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor retained to perform 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. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

10. 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 above-described 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 C**, 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 Professional Liability, and Excess Liability/Umbrella (if required) Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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.

11. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such

Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

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

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

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

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

13. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing

the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

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

15. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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

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

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

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

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

21. CONFLICT OF INTEREST:

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

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor

has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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:

By Contractor to: Executive Director of General Services
201 West Colfax Avenue, Dept. 1110
Denver, Colorado 80202

With a copy of any such notice to: Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

And by the City to: Computer Sites, Inc.
1225 S Huron St
Denver, CO 80223

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

24. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances,

executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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

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

27. PREVAILING WAGES REQUIREMENTS:

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. 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 proposal issuance was advertised **December 4, 2023.**

C. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits

D. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

E. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

F. 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.

G. 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.

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

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

30. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: Agreement consists of sections 1 through 40 which precede the signature page(s) (“Contract Text”), and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A Statement of Work and General Conditions

Exhibit B	Pricing
Exhibit C	Insurance Certificate
Exhibit D	Work Order Form
Exhibit E	Work Order Change Form
Exhibit F	Prevailing Wage Rate Schedules
Exhibit G	Field Order Directive
Exhibit H	CJIS Security Addendum
Exhibit I	Lindsey Flanigan Courthouse Environmental Procedure

In the event of an irreconcilable conflict (i) between a provision of the Contract Text and any of the listed exhibits or attachments or (ii) among provisions of any exhibits or attachments, such that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order: Contract Text; Exhibit A; Exhibit B; Exhibit C; Exhibit D; Exhibit E.

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

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

33. SECTION 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.

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

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

36. 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 under the Agreement, 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.

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

38. CONFIDENTIAL INFORMATION:

a. **City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, 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. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant 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”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

39. Criminal Justice Information: Access to and use of criminal history record information and other sensitive information maintained in local, state, and FBI-managed criminal justice information systems by the Contractor are subject to the terms of this Agreement; 28 C.F.R. Part 20, Criminal Justice Information Systems; 18 U.S.C. § 2721, Prohibition on release

and use of certain personal information from State motor vehicle records; Public Law 92-544; the National Crime Prevention and Privacy Compact; the National Crime Information Center (“NCIC”) operating manual and polices; the most recent Criminal Justice Information Services Security Policy; and **Exhibit H**, the Federal Bureau of Investigation (“FBI”) Criminal Justice Information Services Security Addendum, attached hereto and incorporated herein by reference. Private contractors who perform criminal justice functions and have access to Criminal Justice Information (“CJI”) shall meet the same training and certification criteria required of governmental agencies performing a similar function and are subject to audit to the same extent as local agencies. Before receiving access to CJI or Federal Criminal History Record Information (“CHRI”), the Contractor and its individual employees must complete the attached CJIS Security Addendum certification page in **Exhibit H**. The Contractor shall maintain signed CJIS Security Addendum certification pages for its personnel and shall provide copies to the City upon request.

ATTACHED EXHIBITS

- Exhibit A Statement of Work and General Conditions
- Exhibit B Pricing
- Exhibit C Insurance Certificate
- Exhibit D Work Order Form
- Exhibit E Work Order Change Form
- Exhibit F Prevailing Wage Rate Schedules
- Exhibit G Field Order Directive
- Exhibit H CJIS Security Addendum
- Exhibit I Lindsey Flanigan Courthouse Environmental Procedure

[SIGNATURE PAGES TO FOLLOW]

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Contract Control Number: GENRL-202472213-00
Contractor Name: Computer Sites Inc

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

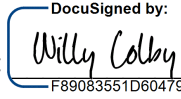
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202472213-00
Computer Sites Inc

By:  _____
F89083551D60479...

Name: willy colby
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

EXHIBIT A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS:

A.1 INTRODUCTION:

The City owns and operates a variety of facilities and equipment that require emergency electrical backup through a series of Uninterruptible Power Supplies (UPS), Automatic Transfer Switches (ATS), and Emergency Power Generators, with a variety of different manufactures. The contractor will provide a unified protective service plan to include full emergency corrective services as well as planned preventive maintenance and inspection services for all emergency electrical backup equipment.

This contract has two components. The first component is scheduled annual inspections, preventative maintenance, and load bank testing of generators, Uninterruptible Power Supplies (UPS) and Automatic Transfer Switches (ATS) at City facilities. The second component is repair of the same equipment, as either an emergency response or as a prescheduled service.

Scheduled Annual Inspection

Based on the equipment listed in **Exhibit B – Facility Locations and Pricing Matrix**, the vendor must provide annual costs for inspections, preventative maintenance, and load bank testing at each facility completed during standard work hours. Standard work hours are Monday through Friday 7:00 AM to 5:00 PM. Some facilities may require inspections, preventative maintenance, and load bank testing to be completed during non-standard work hours. Non-standard work hours are Monday through Friday 5:00 PM to 7:00 AM, weekends, and City holidays. These annual costs will remain fixed throughout the initial term on the contract. If the contract term is extended by the City, annual costs are subject to pricing updates all subsequent contract years, if approved by the City. If existing equipment is replaced or additional equipment is added, the vendor will provide a revised annual cost for service of the that equipment for worked performed during standard work hours at the relevant facility. The proposed revised annual cost will be subject to approval by the Executive Director of General Services. If approved, the revised annual cost will remain fixed for the remainder of the initial term of the contract. If the contract term is extended by the City, annual costs are subject to pricing updates all subsequent contract years if approved by the City.

City agencies utilizing the contract will establish annual encumbrances for inspections, preventative maintenance, and load bank testing for each facility based on these known annual costs.

Emergency Repairs

The City may also request emergency repairs apart from scheduled preventative maintenance. When called to perform an emergency repair, the vendor is expected to be on-site within two hours. Emergency services will be authorized by an emergency authorization issued by the General Services Contracts Office. During normal business hours, the emergency authorization will be obtained before the vendor is called. If a vendor is called outside of normal business hours, the emergency authorization will be obtained the following business day. The emergency authorization will only apply to work performed to rectify the immediate situation. It will not apply to further corrective action that will be performed at a later date.

After the emergency repair has been performed, and invoiced by the vendor, the City requester will submit a Work Order form to the General Services Contracts Office in order to create a Purchase Order (PO).

Scheduled Repairs

The City may also request nonemergency repairs that can be scheduled in advance. In these instances, the vendor will be expected to provide a quote before the work is performed. The requesting City agency will submit a Work Order form listing the quoted price to the General Services Contract Office in order to create a PO. Work may

EXHIBIT A

not commence until the PO is issued.

If contracts are awarded to more than one vendor, the City will, to the extent possible, rotate emergency and future repair assignments among the awarded vendors. If a prescheduled repair is expected to cost more than \$10,000, each awarded vendor will be invited to bid on the project.

Vendor Requirements and Performance

The vendor will furnish all labor, materials, equipment, transportation, signage, or any and all other necessary implements to successfully perform any work order. The City will not be responsible for providing the vendor any labor, guidance, signage, or any other items necessary for service completion. The awarded vendor will, if requested, furnish evidence as to the kind and quality of materials, equipment and/or articles used.

All labor, materials, equipment, transportation, signage, overhead costs, or any other associated costs or fees shall be inclusive of the pricing structure provided by the awarded contractors as an exhibit to the contract. The contractor acknowledge that any invoices submitted with additional charges or a pricing structure that does not match the pricing in the contract Exhibit B. will be rejected. The vendor is to be present on the job site or represented by an employee fully controlled by them, with authority to interact with the City representatives and always supervise the work is being performed in accordance with industry standards. The vendor is to create schedules for doing work and adhere to these schedules. When the vendor begins working on the project, the vendor is to continue until the work is completed.

The vendor is required to provide to the General Services Contracts Office a centralized point of delivery for all contract related communication to include but not limited to work order assignments, invoicing, annual insurance renewals and general contract communication.

The Executive Director of General Services or their authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the awarded contract. If, in the opinion of the Executive Director of General Services or their authorized representative, performance becomes unsatisfactory, the City will notify the vendor.

The vendor will be required to correct any specific instances of unsatisfactory performance within the timeframe specified in a Notice of Deficiency issued by the Executive Director of General Services. In the event the unsatisfactory performance is not corrected within the time specified above, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the contractor. Repeated incidences of unsatisfactory performance will result in cancellation of the awarded contract for default.

Standard work hours are considered Monday through Friday 7:00AM to 5:00PM. Work will typically be performed during these standard work hours.

Non-standard work hours are considered 5:00PM – 7:00AM, weekends, and City of Denver holidays. Work may be required to be performed during non-standard work hours.

In the event friable asbestos or other hazardous material is encountered, vendor will notify the City immediately and the City will be responsible for abatement.

A minimum of the following services will be provided:

Preventive Maintenance Services:

- Preventive Maintenance Service scheduled as necessary on weekends, evenings, or City holidays.

EXHIBIT A

- Minimum of semi-annual inspection and maintenance on all equipment shown in **Exhibit B**.
- Full compliance with all specifications described in Scope of Work below.

Essential Services:

- Guaranteed two (2) hours on-site response, 7 days/week, 24 hours/day (non-negotiable)
- Parts availability to be provided in the most efficient manner possible
- Performed by fully trained technicians

Required Facility Services

- Generators: One major service yearly
- UPS: One major service yearly
- ATS: One major service yearly
- Facilities may require an increase in service and frequencies

A.2. SCOPE OF WORK:

Electric Power Systems Preventative Maintenance

General:

A. Preventative Maintenance Services:

1. All Preventative Maintenance Service scheduled by City as needed to match operational requirements to include off hours and holidays.
2. All Preventative Maintenance Service are quoted for both normal business hours and after hours. The Facility Manager will decide if work will occur during normal business hours or outside of those hours.
3. InterNational Electrical Testing Association (NETA) maintenance requirements.
4. Full compliance with all specifications described in Scope of Work.

B. Service includes requirements for:

1. Responsibilities for testing the electrical installation
2. Routine Tests
3. Adjusting and calibration

C. Related Section:

The resulting Contract Documents are a single document, and as such all Division and Sections apply. It is the responsibility of the Contractor and its Sub-Contractors to review all Sections to ensure a complete and coordinated project.

D. Copyright Information

Some portions of this section are copyrighted by the InterNational Electrical Testing Association, Inc. (NETA). See NETA publication ATS (Acceptance Testing Specifications) for details.

References:

A. InterNational Electrical Testing Association Incorporated:

1. NETA Maintenance Testing Specifications – most current edition.
2. Manufacturer's testing recommendations and instruction manuals.

Definitions:

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- A. Definitions of terms and other electrical considerations as set forth in the:
1. InterNational Electrical Testing Association (<http://www.netaworld.org/>).

System Description:

- A. All electrical equipment installed in accordance with the manufacturer's requirements and as specified herein.
- B. Conduct all tests in the presence of the Facility Manager or the Facility Manager's representative.
- C. The testing and inspections will verify that the equipment is operational within the tolerances required and expected by the manufacturer, and these specifications. The results of these tests shall determine the suitability for continued reliable operation.
- D. Contractor/Subcontractor Responsibilities:
 1. Provide or assemble a team that can provide the services listed in these specifications with the required qualifications.
 2. Ensure that all resources are made available for testing, and that all testing requirements are met.
 3. Provide all electrical power during testing, if not available at building electrical service.
 4. Provide qualified testing personnel from their staff to perform test noted in following specifications. The vendor will meet the following criteria:
 - (a) Trained on and compliant with the Institute of Electrical and Electronics Engineers (IEEE) Standards Association standards.
 - (b) Trained to work on Diesel Engines including an ASE Diesel Mechanic Certification at minimum, preferred trained to specifically work on diesel generators
 - (c) Reference List, upon request, of commissioning of at least two (2) Data Centers of minimum 30,000 Square Feet in the last ten (10) years, including Integrated Systems Test (IST).
 - (d) Capable of handling or subcontracting Mechanical Systems Testing at same Data Centers.
 - (e) Service Center located in Colorado area for at least three (3) to five (5) years.
 - (f) Owns required Load Banks and Test Equipment with a minimum of two (2) Field Techs in Colorado Service Center so that emergency service can be offered on a 7/24 Basis.
 - (g) Professional Training organization to provide ENGINEER with training classes so Data Center operators can be familiar with all equipment in their respective operations.
 5. Upon completion of testing or calibration, attach a label to all services devices. The label will indicate the date of services and the company that performed the service.
 6. Provide a detailed Final Report of "Findings and Recommendations" at the conclusion of the field work, that detail items and "Action Items" in case there are any problems or deficiencies. This report is to be submitted to the Facility Manager or the Facility Manager's representative within 3 business days from the completion of the maintenance process. This report may be submitted via e-mail.
 7. Vendor will be responsible for ensuring the job is complete. If errors are discovered on Preventative Maintenance, vendor will be responsible for curing the situation to the satisfaction of the City, including all costs associated with the necessary work, including a payment penalty assessed on the next preventative maintenance request if the City rectifies the incomplete service themselves. All work is subject to the approval of the Facility Manager or the Facility Manager's representative.
 8. Vendor/subcontractor will be knowledgeable with all City equipment and be certified for maintenance on said equipment. Vendor/subcontractor to engage factory on time and material to acquire parts and services as required to address contract requirements.

Quality Assurance:

Perform work to meet the requirements of legally constituted authorities having jurisdiction. Comply with

EXHIBIT A

the latest editions, amendments, practices, and rulings of the following documents and organizations:

1. National Electrical Code (NFPA 70).
2. Emergency and Standby Power Systems (NFPA 110).
3. Institute of Electrical and Electronic Engineers.
4. National Electrical Manufacturers Association.
5. Insulated Power Cable Engineers Association.
6. American National Standards Institute.
7. American Society of Testing Materials.
8. Rules of the National Board of Fire Underwriters.
9. Underwriters Laboratories.
10. InterNational Electrical Testing Association – NETA.
11. State and Local Codes and Ordinances.
12. OSHA 1910.
13. National Fire Protection Association – NFPA.

Source Quality Control:

Test Instrument Calibration:

- a. Testing laboratory shall maintain a calibration program which maintains test instruments within rated accuracy.
- b. Accuracy shall be traceable to National Bureau of Standards in an unbroken chain.
- c. Calibrate instruments in accordance with the following frequency schedule:
 - (1) Field Instruments – 6 months maximum.
 - (2) Laboratory Instruments – 12 months maximum.
- d. Calibrated items shall have labels on all test equipment.
- e. Maintain an up-to-date instrument calibration record for each test instrument.
- f. Such information/certification is to be presented to the City upon request.

Essential Services

A minimum of the following services will be required:

- a. Essential Services:
 - (1) Guaranteed two (2) hours on-site response, 7 days / week, 24 hours / day.
 - (2) Parts availability to be provided in the most efficient manner possible
 - (3) Performed by fully trained technicians.
 - (4) Except as approved by the Executive Director of General Services in advance and in writing, the Contractor shall not subcontract with another contractor to perform the Work. The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code.
 - (5) Contractor personnel available either through e-mail, text or an emergency phone number.
 - (6) Response to such a call for service within 10 minutes of receipt of the call.
- b. Other Services:

Prepare on a time and material basis, the following documents:

 - (1) Schematic emergency power system one line.
 - (2) Emergency power system devices location plan.
 - (3) Failure recovery equipment operational procedure.
 - (4) Emergency calling log.

Required Facility Service and Frequency of Service:

The vendor will have full knowledge of Emergency/Operational/Standby Systems operation and how to assist

EXHIBIT A

the City in failure/shutdown recovery. The vendor will have knowledge of the City's Emergency / Standby / Power Systems and will have an on-call technician/personnel within the City or front-range area limits that will respond to the essential services on-site requirement of this document.

Included in this contract is a list of City Facilities (Exhibit B), a point of contact and the various equipment requiring service. The actual service frequency at each facility will be up to the individual Facility contact and is not guaranteed. All work is to be done per the manufacturers' specifications.

It is anticipated that any load banking will occur either yearly or every other year and for some facilities maybe not at all. The frequency will be up to each Facility Manager. The length of the load bank test will vary as well, but for bidding purposes plan on a 4-hour load test gradually increasing to full load for one hour.

The following is a minimum recommended frequency of service.

A. Generators: One major service yearly.

1. Oil system: Check oil level, oil pressure, crankcase breather and oil leaks. Change oil, oil filter and sample oil.
2. Cooling system: Check coolant level. Test for freeze protection. Test coolant conditioners and corrosion inhibitor. Check coolant piping, hoses and connections. Check v-belts, radiator louvers, radiator, fan drive pulley and fan blades. Check jacket water heater, water pump, fan guard and thermostat.
3. Fuel system: Check for fuel leaks, fuel shut-off, governor response and speed settings, day tank, water trap, water separator, governor linkage, fuel, high fuel level alarm, and fuel filters.
4. Starting and charging system: Check and adjust battery charger. Check battery fluid levels and top off if needed. Check battery heating system. Service battery, cables and connections.
5. Air and exhaust system: Check air inlet and exhaust systems for proper operation.
6. Gauge operation: Observe and record gauge readings with unit operating.
7. Safeties: Check all oil pressure, water temperature, over crank and over speed safeties for proper operation.
8. Generator: Check for proper voltage, frequency and stability.
9. Submit report to point of contact on the inspection, test, results of oil analysis and recommendations for any additional work required with quotes.

B. UPS: One major service yearly.

1. Internal visual inspection of UPS components, to ensure that all system components are clean and functioning within desired specifications.
2. Environmental inspection to verify that systems environment is within specified conditions, including but not limited to room temperature, airflow, and dust contamination.
3. Mechanical/Electrical Inspection of battery and transformer cabinets, and all power and control wire termination points as well as UPS system components.
4. Check all battery connections; re-torque connections.
5. Perform impedance and conductance test of battery bank, and verify that input, output and bypass voltage and current values are within designed specifications.
6. Check parallel operation performance when applicable.
7. Troubleshoot reported issues as required.
8. Replace any defective parts and repair system as required.
9. Submit report of condition of UPS and any recommendations for additional work with quotes.

C. The following facilities require an increase in service and frequencies as listed below.

1. Electronic Engineering Bureau:

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The Electronic Engineering Bureau has six generator locations throughout the City. The following are generator maintenance specifications:

- Quarterly Preventative Maintenance as required by Manufacturer’s specifications and service manuals
 - Visual Inspections
 - All Fluids and Filters
 - Batteries
 - Cold Weather starting
- Annual Full Service
- Emergency service response with a 2-hour response time
- Fuel maintenance to assure fuel stability
- Emergency fueling service with a 4-hour response time
- Testing and Calibration of all metering and protective features
- Inspection of on-line performance of equipment with load
- Installation of system upgrades where applicable
- Review of alarm states, history, and upgrade status
- Functional testing of all transfer conditions
- Written evaluation providing you a history of your equipment performance

2. Denver County Jail and Denver Central Library:

Semi-Annual minor and major preventive maintenance of the generator, transfer switch is required (January and July). The following are minor generator maintenance specifications:

- Engine: Check operation, cooling system and anti-freeze, electrical system including batteries, fuel system, starter, lube system including oil, belts and hoses, exhaust and intake.
- Generator: Operate at no load. Check voltage, frequency, controls, instruments and gauges. Operate under load for 30 minutes. Record readings after warm-up.
- Check Transfer Switch including options.
- Check ductwork and enclosures.

3. Additional City Facilities/Locations:

The City reserves the right to add facilities or reduce facilities from the vendor(s). When a location is being considered for addition to a vendor’s workload, the vendor must provide proposed annual costs (for both standard hours and after hours) for annual inspections, preventative maintenance, and load bank testing. The Facility Manager will submit a General Service Facility/Service Addition form and the proposed costs to the General Services Contracts Office. The vendor may only commence in providing services upon approval of the proposed costs by the Executive Director of General Services. If more than one vendor receives a contract as a result of this solicitation process, the City reserves the right to ask more than one of the contracted vendors to provide cost proposals. A sample Facility/Service Addition form is attached as “Attachment A”.

Vendor Specifications:

The vendor specifies that the following items will be included in maintenance of UPS, Generators and ATS:

A. UPS Major PM to include:

Rectifier Procedure:

- Internal Inspection of UPS system cabinets
- Check all DC filter caps for signs of leaking or bulging (record date codes)
- Check DC filter inductors for signs of overheating

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- Check and/or replace control battery (if applicable)
- Check control power supply voltages
- Check DC float voltage
- Check DC equalize voltage
- Check DC end voltage (if applicable)
- Check DC overvoltage shutdown (if applicable)
- Check DC current limit
- Check for proper operation of gate circuits

Inverter Procedure:

- Visually check and tighten all power cable and control wire connections
- Check all AC filter caps for signs of leaking or bulging
- Check AC transformers for signs of overheating
- Check power supply voltages
- Check control battery
- Check AC output voltage level, under voltage level and overvoltage level
- Check for proper operation of gate circuits
- Determine percentage load on unit

Static Switch/transfer Procedure:

- Visually check and tighten all power cable control wire connectors
- Check control power supply voltages
- Check and/or replace control battery and check connections
- Check for firing pulses on SBS during operation

General Inspection Procedure:

- Visually inspect system
- Document environment including temperature and humidity
- Clean unit and verify dust has been removed
- Document the condition of air filters and sizes/part numbers
- Check proper operation and display of mimic panel
- Perform automatic transfer from inverter to reserve and return to inverter
- Perform manual transfer from inverter to reserve and return to inverter
- Perform AC input fail test and allow battery to stabilize (Customer permission must be obtained in advance)
- Check unit for noisy or defective fans
- Verify current load on system

B. UPS Minor PM to include:**Rectifier Procedure:**

- Visually inspect all power cable and control wire connections
- Inspect DC filter inductors for signs of overheating
- Inspect control power supply voltage
- Check DC float voltage

Inverter Procedure:

- Visually inspect all power cable and control wire connections
- Inspect all AC filter caps for signs of bulging or leaking

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- Inspect AC transformers for signs of overheating
- Check power supply voltages
- Check AC output voltage levels

Static Switch I Transfer Procedure:

- Visually inspect power cables and control wire connections
- Check control power supply voltages

General Inspection Procedure:

- Inspect environment including temperature, humidity and dust
- Check condition of air filters
- Check operation and display of mimic panel
- Check unit for noisy or defective fans
- Check AC input voltage (A-B, B-C, C-A)
- Check frequency
- Check battery input voltage
- Check battery input current
- Check inverter output voltage (A-B, B-C, C-A, B, C)
- Check inverter output frequency
- Check bypass voltage (A-B, B-C, C-A; A, B, C) Online reading only if applicable, no transfer to bypass
- Check bypass frequency
- Check UPS current output (A, B, C, N)
- Check UPS current input (A, B, C, N)

C. UPS Battery Plant Inspection to Include:

- Inspect the appearance and cleanliness of batteries and battery room
- Document battery date codes
- Measure and record the total battery float voltage and charging current
- Visually inspect the jars and covers for cracks and signs of leakage
- Visually inspect for evidence of corrosion and clean if necessary
- Measure and record the ambient temperature
- Verify the condition of ventilation equipment, if applicable
- Verify the integrity of battery rack(s) and/or cabinet(s)
- Measure and record the float voltage and internal conductance of all jars
- Randomly check the tightness on 10% of inter-unit connectors (only when unit can be taken offline -Major PM or Additional Battery PM only)
- Measure and record the inter-unit connector resistance for all jars (Major PM or Additional Battery PM only)

D. Automatic Transfer Switch PM to include:

- Inspect the appearance and cleanliness of the ATS and enclosure. Document any unsafe conditions and report them immediately
- Visually inspect all wiring and connectors for signs of tracking, overheating and insulation deterioration
- Verify and tighten all control terminals and connections
- Verify all grounding connections for proper connectivity
- Verify all lug connections and mounting insulator bolts

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- Record time delay settings and verify they are in compliance with site requirements
- Clean and adjust all open type relay, switch and finger contacts
- Check all linkage connections for proper tension
- Clean all enclosure doors and vacuum interior

E. Automatic Transfer Switch Transfer to include:

When possible and only with permission from the Facility Supervisor, test the operation of the ATS by removing Utility power and running on engine. Then restore Utility power and allow the ATS to time out and retransfer.

F. Generator Major PM to include:

- Verify doors are locked
- Visually inspect engine generator for signs of fluid leaks, any visible wear, and any damage
- Change engine oil and oil filters; take oil sample for analysis and provide written analysis report
- Check and test engine safety circuits including low oil pressure, high coolant temperature, low coolant level and over-speed
- Check and test the operation of the control systems
- Check coolant level and test for thermal protection by hydrometer & pull sample for analysis. Observe general condition of coolant and cooling system.
- Inspect condition of all coolant hoses; tighten hose clamps as needed
- Inspect the engine belts for wear and alignment; adjust if necessary
- Check air intake system including the air filter; replace
- Change fuel filters and inspect fuel lines for leaks or damage
- Check coolant heater for operation
- Check oil pan heater for operation (if equipped)
- Lube main generator bearing if necessary
- Verify block heater operation
- Verify intake air louvers operational
- Verify exhaust air louvers operational
- Test battery charger for operation
- Clean and inspect battery terminals. Spray terminals with anti-corrosion spray
- Record battery age
- Battery load test
- Check battery voltage and specific gravity
- Check battery acid level and top off battery electrolyte if needed
- Complete engine generator visual inspection with detailed report of repairs needed or other problems observed
- Record generator voltage and frequency with load and without load, as applicable
- Check engine temperature and oil pressure
- Record generator hours
- Record fuel level and pull sample for analysis
- Test transfer, as applicable

A.3 ENVIRONMENTAL MANAGEMENT SYSTEMS:

The City's Environmental Management System (EMS) requires emergency generator maintenance practices to be followed for the generators located at the Lindsey Flanigan Courthouse and the Cultural Center garage. Because these generators are located in in-ground vaults and have drainage directly to Cherry Creek, specific

EXHIBIT A

practices must be followed to ensure spills are not allowed to enter the floor drains. **Exhibit I** includes a sample EMS work instruction for these two generators.

A.4 MAINTENANCE INVOICING REQUIREMENTS:

Contractor must be capable of providing invoices that include the following details:

- Invoice number
- Invoice date
- Service date(s) or service period
- PO number (will be provided to contractor when assigned)
- Service location (Building name and address)
- Total charge
- Additional detail may be requested as deemed necessary by the City

The annual cost/cost per service for scheduled annual inspections, preventative maintenance, and load bank testing is listed in **Exhibit B**. The annual cost/cost per service will be billed for on-site time only. Separate “trip-charges” and “travel time” will not be paid for by the City. All Contractor’s expenses including labor, administrative, overhead, taxes, travel, transportation, parking, signage, equipment, supplies, tools, fees/permits, or any other associated costs are to be included in the annual cost/cost per service. The annual cost/cost per service for scheduled annual inspections, preventative maintenance, and load bank testing are subject to the Prevailing Wage Requirements. Hourly bill rates are included in **Exhibit F**. No additional fees of any kind may be charged if they are not specifically allowed in the text of this contract.

REPAIR INVOICING REQUIREMENTS:

Work Orders shall apply for repairs outside of scheduled annual inspections, preventative maintenance, and load bank testing. Upon request by the City, the contractor shall be required to provide a progress report for any work order.

Contractor must be capable of providing invoices that include the following details:

- Invoice number
- Invoice date
- Service date(s) or service period
- PO number (will be provided to contractor when assigned)
- Service location (Building name and address)
- City Requester or Project Manager
- Itemized material charges, including unit of measurement with backup documentation (if applicable)
- Labor charges are to be itemized by labor classification (including the labor classifications of approved subcontractors), the number of hours worked under each classification, and the labor rate paid for each classification.
- Total charge
- Additional detail may be requested as deemed necessary by the City

All requests for quotes shall be performed at no cost to the City. Quotes and invoices for repairs must, at a minimum, differentiate between labor costs and material costs. Hourly rates for repairs are listed in **Exhibit B**. The hourly rates shall be billed for on-site time only. Separate “trip charges” and “travel time” will not be paid for by the City. All contractor’s expenses including labor, administrative, overhead, taxes, travel, transportation, parking, signage, equipment, supplies, tools, fees/permits, or any other associated costs are to be included in the hourly rates. The hourly repair rates are subject to the Prevailing Wage Requirements. Hourly bill rates are included in **Exhibit F**. All charges for materials must be itemized to include the type of material or part, the unit of measurement, the actual cost, and the percentage materials markup in **Exhibit B**. No additional fees of any

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kind may be charged if they are not specifically allowed in the text of this contract.

All jobs must be invoiced within thirty (30) days from completion of work. Invoices will be submitted for payment upon completion of work and after inspection of work is completed by assigned City Requestor and/or Project Manager.

Contractor acknowledges that any invoices submitted with additional charges or a pricing structure that does not match the pricing in Exhibit B will be rejected.

Contractor shall also provide monthly statement billing (as required).

A.5 PRICING:

Pricing is firm and fixed for the initial contract term. If contract term is extended by the City, the contractor may request a pricing update for review and approval by the City if submitted 90 days prior to the contract expiration date. The maximum amount of increase for the costs for services may reflect a maximum increase of up to 3.5% in all subsequent contract years.

If a price proposal is accepted by the city and the contract term is extended an additional year, the pricing will go into effect on the first day of the stated contract renewal date. If the contractor does not submit a pricing update for review and approval 90 days prior to the contract expiration date, the contractor agrees to the same pricing as the term prior to the renewal period.

Pricing updates must be based upon documented contractor's price increases and must be verifiable. Pricing updates shall be adjusted based upon the increase in the Consumer Price Index.

A.6 BACKGROUND CHECKS:

Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term "employee" for the purpose of this requirement, includes anyone who is providing services for the City under this Contract. Background checks are to be conducted through an independent background check vendor and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

Because of the sensitive nature of the work locations proposed within this solicitation, the City shall automatically disqualify from employment under this contract persons with felony convictions. Alternatively, the City may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City as a condition precedent to grant permission where an employee's prior conviction would otherwise preclude their participation under the contract.

All Contractor employees are required to self-disclose to the Contractor any criminal charges and convictions and

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nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time.

In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The following locations require NCIC background checks:

- All Police Facilities
- All DSD Facilities
- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts
- Denver Human Services

All work to be completed under this on-call contract will require that each person working on-site at a Denver Police Facility, City Attorney, Denver 911, Denver DA, and all other secure facilities within the City and County of Denver that has CJIS information, including all sub-contractors, to have completed CJIS Security Awareness Training. The CJIS Security Policy written and maintained by the Federal Bureau of Investigation is the standard by which all criminal justice agencies nationwide must protect the sensitive data they possess and share with authorized entities. The policy outlines requirements such as personnel security, training, encryption, physical security, media protection, access control, construction, and more. The CBI CJIS Vendor Management Program is designed to help vendors and criminal justice agencies achieve and maintain compliance more easily by providing an easier fingerprinting/vetting process, assisting with the required training, sharing audit findings, and offering resources for questions about CJIS security.

All Denver Law Enforcement is now requiring that the Federal CJIS background check be completed to work at any site connected to law enforcement for the City and County of Denver.

- 1) Please go to the CBI Vendor Management [website](#) or <https://cbi.colorado.gov/sections/cjis-security/cjis-vendor-management-program>

Please click on the CJIS Support Vendor link in the left-hand navigation pane. Click on the Individual tabs to learn about the program and how to apply.

- 2) You will be applying to be part of the CBI Vendor Management program. To apply for this, you will need documentation that states that you are contracted to do work with one of the Safety Agencies for the City and County of Denver.
- 3) Once you have this document, you will need to submit the following:
 - a. an application to create a fingerprint account;

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- b. the Vendor Agreement;
 - c. the above referenced contractual document with one of the Safety agencies for the City and County of Denver
 - d. an IRS form W-9 for review. If they are approved, you will receive the code to use for fingerprinting.
- 4) Once you have completed the fingerprinting, background check and testing and are a CJIS Support Vendor, please submit the company name, listed individual names and certificates of completion of CJIS training to Agency Representative/Contact so verification can be made as well as associating your company to DPD.
 - 5) Once this process is complete, projects can be scheduled and if necessary, badges will be provided for the duration of the project and then must be returned.
 - 6) This background check process is good for one year in any safety facility within Colorado as long as the individual is employed with the vendor. If the individual leaves the employment of the vendor – please notify CBI. Any subsequent arrest notification on the individual would mark the vendor as ineligible for the management program
 - 7) If you have concerns or questions, please contact CBI at: cdps.cjisvendors@state.co.us or call 303-239-4208.

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ATTACHMENT A



CONTRACTS OFFICE

DENVER GENERAL SERVICES

FACILITY/SERVICE ADDITION OR CHANGE REQUEST

Facility Addition Facility Reduction Suspension Temporary Permanent
 Service Addition Service Reduction

Date of Request:

Vendor Name:

CCD Contract #:

Workday Contract #:

Name and Address of Facility:
(One request per facility)

Requesting Agency:

Facility Manager:

Type of Service Requested:
(refer to scope of work to determine available services)

Justification for request of services:

Billing Frequency:

Monthly Bi-Weekly Weekly
 Annually Per Job

Quoted Price for Service:

Fund-Cost Center- Spend Category:

Required Signatures

Requester:

Contract Compliance Technician:

GS Admin Division Director:

GS Executive Director:

Agency Approver (if not General Services)

Attach Workday Budget Actuals Report & Other Supporting Documentation as Necessary

Critical Power Systems - Pricing Matrix - Computer Sites Inc.

SCHEDULED ANNUAL INSPECTIONS, PREVENTATIVE MAINTENANCE, AND LOADBANK TESTING

Legend:														
GS	DSD	DPL	A&V	TS	ATS (Transfer Switch) labels	Description	Model	Serial	Rating	Est. Hours Per Year	Annual Cost / Cost Per Service	Annual Cost / Cost Per Service During Non-Standard Work Hours		
Building Location	Bid Item	Equipment Description	# of PM visits for UPS systems	Location of Batteries for UPS systems -	Service Intervals									
City & County Building 1460 Cherokee St. Contact: Nancy Sterling 720-865-7532	1A	Generator			Annual major		Building Life Safety	Cummins/DFEJ-1532244	L150905306	450 KW/120-280V	4	\$ 2,000.00	\$ 3,000.00	
	Generator Total										4	\$ 2,000.00		
	Load Banking										12	\$ 1,715.00	\$ 2,858.00	
	1B	ATS					Yes	Building Life Safety	Cummins 600 ATS/OTECC-1532243	L150905306		1	\$ 286.00	
	1C	ATS					Yes	Critical Systems	Cummins 800 ATS/OTECD-1532242	K15M896244		1	\$ 286.00	
	ATS Total										2	\$ 572.00		
	1D	UPS	Annual major	Located in the Data/IT closest				Court UPS	Powerware		10 KVA	3	\$ 821.00	
	1E	UPS	Annual major	Located in the Data/IT closest				Channel 8 UPS	Powerware		25 KVA	3	\$ 1,442.00	
	1F	UPS	Annual major	Located in the Data/IT closest				OEM	Powerware	EB204CAA09	40 KVA	3	\$ 1,416.00	
	UPS Total										9	\$ 3,679.00		
City & County Bldg Total										27	\$ 7,966.00			
Lindsay-Flannigan 520 W. Colfax Ave. Contact: Aaron Raph 720-337-0728	2A	Generator			Annual major		Building Life Safety	Cummins	DQGAB-7258258	1500.0 KW	4	\$ 4,857.00		
	Load Banking										6	\$ 3,143.00	\$ 4,858.00	
	2B	ATS-1					No	FIRE PUMP	METRON		150 AMP	1	\$ 286.00	
	2C	ATS-2					No	Critical Systems	GE ZENITH		200 AMP	1	\$ 286.00	
	2D	ATS-3					No	Critical Systems	GE ZENITH		2,000 AMP	1	\$ 286.00	
	2E	ATS-4					No	Critical Systems	GE ZENITH		400 AMP	1	\$ 286.00	
	ATS Total										4	\$ 1,144.00		
	2F	UPS	Annual major	Internal				Critical Systems	Galaxy & Smart- UPS VT / AIS 3000	PS0923140457	10 KVA	3	\$ 1,047.00	
	2G	UPS	Annual major	Internal				Critical Systems	Galaxy & Smart- UPS VT / AIS 3000	PS0847240540	10 KVA	3	\$ 1,110.00	
	2H	UPS	Annual major	Internal				Critical Systems	Galaxy & Smart- UPS VT / AIS 3000	PS1009240007	10 KVA	3	\$ 1,110.00	
UPS Total										9	\$ 3,267.00			
Lindsay-Flanigan Building Total										23	\$ 12,411.00			
Van Cise Simonet Detention 490 W. Colfax Ave. Contact: Aaron Raph 720-337-0728	3A	Generator			Annual major		Building Life Safety	Cummins /	DQKH-5858025	2250.0 KW	4	\$ 4,286.00		
	Generator Total										4	\$ 4,286.00		
	Load Banking										12	\$ 5,715.00	\$ 7,429.00	
	3B	ATS-1					No	FIRE PUMP	METRON		150 AMP	1	\$ 286.00	
	3C	ATS-2					No	Critical Systems	GE ZENITH		800 AMP	1	\$ 286.00	
	3D	ATS-3					No	Critical Systems	GE ZENITH		1200 AMP	1	\$ 286.00	
	3E	ATS-4					No	Critical Systems	GE ZENITH		800 AMP	1	\$ 286.00	
	3F	ATS-5					No	Critical Systems	GE ZENITH		600 AMP	1	\$ 286.00	
	ATS Total										5	\$ 1,430.00		
	3G	UPS	Annual major	Internal				1-South	APC	PS090614027	208V / 60 hz / 10 KVA	3	\$ 1,069.00	
	3H	UPS	Annual major	Internal				1-North	APC	PS0822140922	208V / 60 hz / 10 KVA	3	\$ 1,069.00	
	3I	UPS	Annual major	Internal				2-South	APC	PS0906140455	208V / 60 hz / 10 KVA	3	\$ 1,069.00	
	3J	UPS	Annual major	Internal				2-North	APC	PS0842214007	208V / 60 hz / 10 KVA	3	\$ 1,069.00	
	3K	UPS	Annual major	Internal				3-South	APC	PS0906140272	208V / 60 hz / 10 KVA	3	\$ 1,069.00	
	3L	UPS	Annual major	Internal				3-North	APC	PS0906140267	208V / 60 hz / 10 KVA	3	\$ 1,069.00	
	3M	UPS	Annual major	Internal				4-South	APC	PS0906140230	208V / 60 hz / 10 KVA	3	\$ 1,069.00	
	3N	UPS	Annual major	Internal				4-North	APC	PS0906140296	208V / 60 hz / 10 KVA	3	\$ 1,069.00	
3O	UPS	Annual major	Internal				5-South	APC	PS0822140983	208V / 60 hz / 10 KVA	3	\$ 1,069.00		
3P	UPS	Annual major	Internal				5-North	APC	PS0846140624	208V / 60 hz / 10 KVA	3	\$ 1,069.00		
UPS Total										30	\$ 10,690.00			
Van Cise Simonet Total										51	\$ 22,121.00			
	4A	Generator			Annual major		Building Life Safety	Cummins Onan DFGB4488508	K000174171	600 KW/277-480V	4	\$ 2,572.00		
	4B	Generator			Annual major		Critical Systems	Cummins Onan DFCL4488509	K00176289	1250KW/277-480V	4	\$ 3,715.00		
	Generator Total										8	\$ 6,287.00		
Load Banking										12	\$ 5,429.00	\$ 8,286.00		

EXHIBIT B

Building Location	Bid Item	Equipment Description	# of PM visits for UPS systems	Location of Batteries for UPS systems -	Service Intervals	ATS (Transfer Swith) labels	Description	Model	Serial	Rating	Est. Hours Per Year	Annual Cost / Cost Per Service	Annual Cost / Cost Per Service During Non-Standard Work Hours	
Webb Building 201 W. Colfax Ave. Contact: Brian Hedrick 720-913-8134	4C	ATS				No	Building Life Safety	Eaton Cutler/Hammer amp 1200	N/A		1	\$ 286.00		
	4D	ATS				No	Critical Systems	Eaton Cutler/Hammer amp 1200	N/A		1	\$ 286.00		
	ATS Total											2	\$ 572.00	
	4E	UPS	Annual major	Battery cabinets are located in the data centers.				IT equipment	Eaton UPS 9PG08D0009E20R2	ER483UXX04	80 KVA	6	\$ 2,815.00	
	4F	UPS	Annual major	Battery cabinets are located in the data centers.				IT equipment	Liebert - UDA63154A36H254	C254898/L1-04110	150 KVA	6	\$ 2,456.00	
	4G	UPS	Annual major	Battery cabinets are located in the data centers.				Traffic Monitoring Control Room	Liebert - Npower	37-1314	30 KVA	4	\$ 1,939.00	
	UPS Total											16	\$ 7,210.00	
Webb Building Total											38	\$ 19,498.00		
Minoru Yasui Building 303 W. Colfax Ave. Contact: Brian Hedrick 720-913-8134	5A	Generator			Annual major		Building Life Safety	Cummins DFED-561876	E030499468	500 KW/5277-480V	4	\$ 2,000.00		
	5B	Generator			Annual major		911 Back-up	Cummins	R080156572	175 KW/277-480V	2	\$ 1,572.00		
	Generator Total											6	\$ 3,572.00	
	Load Banking											12	\$ 2,858.00	\$ 5,715.00
	5C	ATS					No	Building Life Safety	Cummins OTPCC 5618578	D030493936		1	\$ 286.00	
	5D	ATS					No	911 Back-up	GE Zeneth MX150	70R-1022		1	\$ 286.00	
	ATS Total											2	\$ 572.00	
5E	UPS	Annual major	Internal				911 Back-up	Powerware 9390-	EB083CAA07	80 KVA	4	\$ 2,815.00		
UPS Total											4	\$ 2,815.00		
Minoru Yasui Building Total											24	\$ 9,817.00		
1245 Champa Studio 1245 Champa St Contract: Todd Medley Phone: 720-865-4558	6A	Generator			Annual major		Building Life Safety	DSFAE-7091189	E080178960	277AMP	2	\$ 1,429.00		
	Generator Total											2	\$ 1,429.00	
	Load Banking											6	\$ 1,143.00	
	6B	ATS					No	Building Life Safety	OTECB-7091185	D080173366	260 AMP	1	\$ 286.00	
ATS Total											1	\$ 286.00		
1245 Champa St Total											9	\$ 2,858.00		
Police Administration 1331 Cherokee St. Contact: Nancy Sterling 720-865-7532	7A	Generator			Annual major		Building Life Safety	Caterpillar CAT3412	81Z05584		8	\$ 2,143.00	\$ 3,572.00	
	Load Banking											12	\$ 2,572.00	\$ 4,000.00
	7B	ATS					No	Building Life Safety	Westinghouse		1200 AMP	1	\$ 286.00	
	7C	UPS	Annual major	Batteries located in the cabinets in the data center.				IT Room	Powerware 9390		80 KVA	4	\$ 2,502.00	
UPS Total											4	\$ 2,502.00		
Police Administration Building Total											25	\$ 7,503.00		
Police Detention Facility 1351 Cherokee St. Contact: Nancy Sterling 720-865-7532	8A	Generator			Annual major		Building Life Safety	Caterpillar CAT 3306	Caterpillar 135BS603	155 KW	4	\$ 1,429.00		
	Load Banking											12	\$ 2,143.00	
	8B	ATS					No	Building Life Safety	ITE Imperial Corp. Model: FC-20	12-50445	400A	1	\$ 286.00	
Police Detention Facility Building Total											17	\$ 3,858.00		
Police Crime Lab 1371 Cherokee St. Contact: Aaron Raph 720-337-0728	9A	Generator			Annual major		Building Life Safety	Cummins Model: 500 DFEK	I110242982	500kW	4	\$ 2,143.00	\$ 3,000.00	
	Load Banking											6	\$ 1,715.00	\$ 2,858.00
	9B	ATS					No	Building Life Safety	Cummins Model: OTPCD	H110243462	800A	1	\$ 286.00	
	9C	ATS					No	Critical Equipment				1	\$ 286.00	
	ATS Total											2	\$ 572.00	
9D	UPS	Annual major	Internal				Critical Equipment	Liebert, NX Model	2101200300 2114000000	120kVA	3	\$ 2,271.00		
Police Crime Lab Building Total											15	\$ 6,701.00		
	10A	Generator			Annual major		Entire building	Generac	2085542	625 KW	4	\$ 2,752.00	\$ 4,000.00	
	Load Banking											6	\$ 2,286.00	\$ 3,715.00
	10B	ATS					No	Life Safety	Russellectric	1878-1	1600 AMP	1	\$ 286.00	
10C	ATS					No	Rest of Building	Generac	89455	100 AMP	1	\$ 286.00		

EXHIBIT B

Building Location	Bid Item	Equipment Description	# of PM visits for UPS systems	Location of Batteries for UPS systems -	Service Intervals	ATS (Transfer Swith) labels	Description	Model	Serial	Rating	Est. Hours Per Year	Annual Cost / Cost Per Service	Annual Cost / Cost Per Service During Non-Standard Work Hours	
Technology Services 10 Galapago Contact: Jake Olson 720-944-1406										ATS Total	2	\$ 572.00		
	10D	UPS	Annual major	Battery cabinets are within electrical switchgear next to the ATS.			System # 1	Powerware 9390		160 KVA	6	\$ 2,015.00		
	10E	UPS	Annual major	Battery cabinets are within electrical switchgear next to the ATS.			System # 2	Chloride EDP70L		100 KVA	6	\$ 2,015.00		
											UPS Total	12	\$ 4,030.00	
											IT Center - Galapago - Building Total	24	\$ 9,640.00	
911 Combined Communications Center 950 Josephine St. Contact: Kevin Kubischta 720-865-4045	11A	Generator			Annual major		Entire building	Cummins DFEJ-A045T014	D130489057	450 KW	4	\$ 2,859.00		
	11B	Generator			Annual major		Entire building	Steward Stevenson (Kohler) 572RSL4590	WA-GB51431-01-0994	400 KW	2	\$ 2,143.00		
											Load Banking	8	\$ 3,429.00	
	11C	ATS			Annual	Yes	Entire building	Zeneth ZTSH160FC-4AFELLPTUN	193120	1600 AMP	1	\$ 286.00		
	11D	UPS	Annual major	Internal	Annual		Entire building	Eaton 125KVA 9GH725A029A00R0	ER065UJJ01	125KVA	6	\$ 2,975.00		
										911 Combined Comm - Building Total	21	\$ 11,692.00		
Denver County Jail Main Jail & Building 24 10500 E. Smith Road Contact: Anthony Adams 720-913-3850	12A	Generator			Annual		Main Jail & Building 24	Cummins 1000 DQFAD	G110231074	1000 KW	4	\$ 3,929.00		
											Load Banking	6	\$ 2,143.00	
	12B	ATS-EL				Yes	Main Jail Life Safety	Cummins OHPCB-7541837	F110223079	150 AMP	1	\$ 286.00		
	12C	ATS-ESB				Yes	Main Jail	Cummins OHPCB-9298863	K110268516	600 AMP	1	\$ 286.00		
	12D	ATS-SB				Yes	Bldg 24	Cummins OHPCB-7451835	F110220188	800 AMP	1	\$ 286.00		
						Yes	Bldg 24 Life Safey	Cummins OHPCD-7451835	F110220189	800 AMP	1	\$ 286.00		
										ATS Total	4	\$ 1,144.00		
										Main Jail & Bldg 24 - Building Total	14	\$ 7,216.00		
Denver County Jail Building 19 Contact: Anthony Adams 720-913-3850	13A	Generator			Annual		Building 19 Life Safety	Generac 99A03116-5	2048415	20 KW	2	\$ 1,429.00		
											Load Banking	6	\$ 1,143.00	
	13B	ATS				Yes	Building 19 Life Safety	Eaton ATH3FDA30100BRU	8DN59545	100 AMP	1	\$ 286.00		
										DCJ - Bldg 19 - Building Total	9	\$ 2,858.00		
Denver County Jail Building 20 Contact: Anthony Adams 720-913-3850	14A	Generator			Annual		Building 20	Cummins Onan DGFC-5689900	H04678871	250 KW	2	\$ 1,929.00		
											Load Banking	6	\$ 1,429.00	
	14B	ATS				Yes	Building 20 Life Safety	GE Zenith ZG4DF00833-04	1449808	80 AMP	1	\$ 286.00		
	14C	ATS				Yes	Building 20	GE Zenith ZG4DA06033-04	1449808	600 AMP	1	\$ 286.00		
										ATS Total	2	\$ 572.00		
										DCJ - Bldg 20 - Building Total	10	\$ 3,930.00		
Denver County Jail Building 21 Contact: Anthony Adams 720-913-3850	15A	Generator			Annual		Building 21 Life Safety	Kohler 135ROZJ	601622	100 AMP	2	\$ 1,715.00		
											Load Banking	6	\$ 1,143.00	
	15B	ATS				Yes	Building 21 Life Safety	Eaton K-568343-400	K82399	400 AMP	1	\$ 286.00		
										DCJ - Bldg 21 - Building Total	9	\$ 3,144.00		
Denver County Jail Building 22 Contact: Anthony Adams 720-913-3850	16A	Generator			Annual		Building 22	Cummins Onan 600DFGB	H910412944	600 KW	4	\$ 3,572.00		
											Load Banking	6	\$ 1,715.00	
	16B	ATS				Yes	Building 22 Life Safety?	Asco E940380047XC	282310002	800 AMP	1	\$ 286.00		
	16C	ATS				Yes	22 Life Safety & HVAC	Asco E940100047XC	282310003	1000 AMP	1	\$ 286.00		
	16D	ATS				Yes	Fire Pump	Asco 940315047XC	282310004	150 AMP	1	\$ 286.00		
										ATS Total	3	\$ 858.00		
										DCJ - Bldg 22 - Building Total	13	\$ 6,145.00		
Denver County Jail Bldg 23, Production Kitchen Contact: Anthony Adams 720-913-3850	17A	Generator			Annual		Production Kitchen Life Safety	Onan DSGAB	J080213114	125 KW	2	\$ 2,000.00		
											Load Banking	6	\$ 1,143.00	
	17B	ATS				Yes	Kitchen Life Safety	GE ZENITH	1553947	225 AMP	1	\$ 286.00		

EXHIBIT B

Building Location	Bid Item	Equipment Description	# of PM visits for UPS systems	Location of Batteries for UPS systems -	Service Intervals	ATS (Transfer Switch) labels	Description	Model	Serial	Rating	Est. Hours Per Year	Annual Cost / Cost Per Service	Annual Cost / Cost Per Service During Non-Standard Work Hours	
DCJ - Bldg 23 & Kitchen - Building Total											9	\$ 3,429.00		
EEB-DFD FS 2 5300 Memphis St. Contact: Andrew Anders 720-865-0063	18A	Generator			Annual major		Outdoor Teecom Shelter	Cummins Onan DGCA-5857361		50 KW	2	\$ 1,429.00		
	Load Banking											6	\$ 1,143.00	
	18B	ATS				No	Critical Equipment	OTECB-5857355		200 AMP	1	\$ 286.00		
	EEB - DFD FS 2 - Building Total											9	\$ 2,858.00	
EEB- Denver Housing Authority 4333 S. Syracuse St. Contact: Andrew Anders 720-865-0063	19A	Generator			Annual major		Outdoor Telecom Shelter	Cummins Onan DGCA5857361	D070053710	50 KW	2	\$ 1,429.00		
	Load Banking											6	\$ 1,143.00	
	19B	ATS				No	Critical Equipment	OTECB-58573	D070046004	200 AMP	1	\$ 286.00		
	EEB - Denver Housing Authority - Building Total											9	\$ 2,858.00	
EEB-1670 Broadway Bldg 1670 Broadway St. Contact: Andrew Anders 720-865-0063	20A	Generator			Annual major		Gen. on 4th level of parking Structure	Cummins Onan DSFA-5872295	G070082066	80 KW	2	\$ 1,429.00		
	Load Banking											6	\$ 1,429.00	
	20B	ATS				No		OTPCA-5872578	G070077802	125 AMP	1	\$ 286.00		
	20C	ATS				No	Critical Telecom equipment	OTPCA-5880228	G070085388	125 AMP	1	\$ 286.00		
	ATS Total											2	\$ 572.00	
EEB - 1670 Broadway - Building Total											10	\$ 3,430.00		
EEB-Mountain Towers Bldg 4100 E. Mississippi Contact: Andrew Anders 720-865-0063	21A	Generator			Annual major		Outdoor Installation	Cummins Onan DCGA-5909051	H070094859	50 KW	2	\$ 1,429.00		
	Load Banking											6	\$ 1,143.00	
	21B	ATS				No	Critical Equipment	OTPCA-5872577	G070077803	100 AMP	1	\$ 286.00		
								Telco Room on 21st Floor						
EEB - Mountain Towers Bldg - Building Total											9	\$ 2,858.00		
Family Crisis Center 2929 W. 10th Ave Contact: Jake Olson 720-944-1406	22A	Generator			Annual major		Life Safety	Cummins 6CTAA8.3-G1	46025180	200 KW	2	\$ 1,429.00		
	Load Banking											6	\$ 1,143.00	
	22B	ATS				No	Life Safety	Onan OPTCB4487979		150 AMP	1	\$ 286.00		
	22C	ATS				No	Critical equipment	Onan OPTCC4487883	H000145242	600 AMP	1	\$ 286.00		
	ATS Total											2	\$ 572.00	
BHSC- Building Total											10	\$ 3,144.00		
Castro Building 1200 Federal Blvd Contact: Jake Olson 720-944-1406	23A	UPS	Annual major	Internal			IT computer room	Best PowerTech UT380		480V/127 AMP INPUT	3	\$ 1,416.00		
	Castro Building Total											3	\$ 1,416.00	
Denver Central Library 10 W. 14th Avenue Pkwy Contact: Kevin Delohery 720-865-1151	24A	Generator					Life Safety	Cummins KTTA 50 G2 2220 Hp	33125466	1500 KW	4	\$ 3,572.00		
	Load Banking											6	\$ 2,858.00	
	24B	ATS					Life Safety	Cummins OT3000	J930521596	3000 AMP	1	\$ 286.00		
	24C	UPS					IT computer room	Eaton			4	\$ 1,416.00		
Central Library - Building Total											15	\$ 8,132.00		
Roslyn Admin. Bldg. #5 5440 Roslyn St. Contact: Kevin Kubischta 720-865-4045	25A	Generator			Annual major		Critical equipment 24/7 NCIC	Generac 11282950100 Natural Gas 163KVA	2103712	163 KVA	2	\$ 1,072.00		
	25B	Generator			Annual major		fuel pumps	Generac RG02515GNAX	3004787836	25KVA	2	\$ 1,000.00		
	25C	Mobile Generator			Annual major		elections	Cummins B609196641 150KW	B609196641	150 KW	2	\$ 1,429.00		
	25D	Mobile Generator			Annual major		DPR	Cummins C275D5RE 275KW	H150862071	275 KW	4	\$ 2,000.00		
	25E	Mobile Generator			Annual major		Regional OEM	John Deere DCA-180SSJU4F3	8900732	180KVA	4	\$ 1,786.00		

EXHIBIT B

Building Location	Bid Item	Equipment Description	# of PM visits for UPS systems	Location of Batteries for UPS systems -	Service Intervals	ATS (Transfer Switch) labels	Description	Model	Serial	Rating	Est. Hours Per Year	Annual Cost / Cost Per Service	Annual Cost / Cost Per Service During Non-Standard Work Hours
										Load Banking	30	\$ 4,286.00	
	25F	ATS			Annual	Yes	Life Safety	GE Zenith Control ZG3SA02231-07E607X	2103712	163 KVA	1	\$ 286.00	
										ATS Total	1	\$ 286.00	
	25G	UPS	Annual major	Internal	Annual		Critical equipment 24/7 NCIC	Powerware			4	\$ 2,435.00	
										UPS Total	3	\$ 2,435.00	
Roslyn - Bldg 5 - Building Total											52	\$ 14,294.00	
Cultural Center Garage 65 W 12th Ave. Contact: Aaron Raph 720-337-0728	26A	Generator			Annual major		Life Safety	Onan 750DFHA 569784G		750 KW	4	\$ 3,715.00	
										Load Banking	6	\$ 1,715.00	
	26B	ATS - 4 Switchs				No	Life Safety	Onan 150 OTPCB 5569786A	J020429784	150 AMP / 480V / 3PH	1	\$ 286.00	
	26C	ATS				No	Life Safety	Onan 260 OTPCB 5568785A	J020429785	260 AMP / 480V / 3PH	1	\$ 286.00	
	26D	ATS				No	Life Safety	Zenith ZG4SA04031-07	1469418	400 AMP / 480V / 3PH	1	\$ 286.00	
	26E	ATS				No	Life Safety	Zenith ZG45A0403N-075303X	1463022	400 AMP / 277/480	1	\$ 286.00	
										ATS Total	4	\$ 1,144.00	
Cultural Center Garage - Building Total											14	\$ 6,574.00	
Denver Police District #6 Station 1566 Washington Street Contact: Nancy Sterling 720-865-7532	27A	Generator			Annual major		Life Safety	Kohler 125REOZJG GM79239-GA1	SGM329KXD	100 AMP	2	\$ 1,429.00	
										Load Banking	6	\$ 1,143.00	
	27B	ATS				Yes	Life Safety	Kolher DCVC-0600-NN KEP-	SGM3297WW	150 AMP / 480V / 3PH	1	\$ 286.00	
										ATS Total	1	\$ 286.00	
Denver Police District #6 Station											9	\$ 2,858.00	
Denver Police District #1 Station 1311 W. 46th Avenue Contact: Kevin Kubischta 720-865-4045	28A	Generator			Annual major		Life Safety	Generac 99A04165-5	2049673	163 KVA	2	\$ 1,429.00	
										Load Banking	6	\$ 1,143.00	
	28B	ATS			Annual	Yes	Life Safety	GE ZBTSL15FC	1408591	150 AMP / 480V / 3PH	1	\$ 286.00	
									ATS Total	1	\$ 286.00		
Denver Police District #1 Station											9	\$ 2,858.00	
Denver Police District #2 Station 3921 N. Holly Street Contact: Kevin Kubischta 720-865-4045	29A	Generator			Annual major		Life Safety	Generac 99A04138-5	2049641	163 KVA	2	\$ 1,429.00	
										Load Banking	6	\$ 1,143.00	
	29B	ATS			Annual	Yes	Life Safety	Ram Power 99A04138-5	2049641	451 AMP / 208V / 3PH 391 AMP / 208 V / 3PH	1	\$ 286.00	
									ATS Total	1	\$ 286.00		
Denver Police District #2 Station											9	\$ 2,858.00	
Traffic Operations Police 3381 Park Avenue West Contact: Kevin Kubischta 720-865-4045	30A	Generator			Annual major		Life Safety	Cummins	B100096289	53.6 KW	2	\$ 1,429.00	
										Load Banking	6	\$ 1,143.00	
	30B	ATS			Annual	Yes	Life Safety	GE- Zenith ZG4DA00831	1583677-1	150 AMP / 480V / 3PH	1	\$ 286.00	
									ATS Total	1	\$ 286.00		
Traffic Operations Police											9	\$ 2,858.00	
Denver Police District #3 Station 1625 S. University Blvd. Contact: Jake Olson 720-944-1406	31A	Generator			Annual major		Life Safety	Generac 99a04165-s	2049672	130 Amp	2	\$ 1,429.00	
										Load Banking	6	\$ 1,143.00	
	31B	ATS			Annual	Yes	Life Safety	Zenith ZTBTS00B00010E	150839094-10-1	100 AMP / 480V / 3PH	1	\$ 286.00	
									ATS Total	1	\$ 286.00		
Total Police District #3 Station											9	\$ 2,858.00	
Denver Police District #4 Station 2100 S. Clay St. Contact: Jake Olson 720-944-1406	32A	Generator			Annual major		Life Safety	208 KOHLER 125 KW 125REOZJC	SGM329MT2	125 AMP	2	\$ 1,429.00	
										Load Banking	6	\$ 1,143.00	
	32B	ATS			Annual	Yes	Life Safety				1	\$ 286.00	
									ATS Total	1	\$ 286.00		
Total Police District #4 Station											9	\$ 2,858.00	

EXHIBIT B

Building Location	Bid Item	Equipment Description	# of PM visits for UPS systems	Location of Batteries for UPS systems -	Service Intervals	ATS (Transfer Swith) labels	Description	Model	Serial	Rating	Est. Hours Per Year	Annual Cost / Cost Per Service	Annual Cost / Cost Per Service During Non-Standard Work Hours	
Denver Fire Department HQ 745 W Colfax Avenue Contact: Nancy Sterling 720-865-7532	33A	Generator			Annual major		Standby Service	MTU - Onsite Energy	MTU 4R0120 DS100		2	\$ 1,429.00		
										Load Banking	6	\$ 1,143.00		
	33B	ATS					Life Safety	Intelliswitch 250			1	\$ 286.00		
											Total DFD HQ	9	\$ 2,858.00	
Buell Theatre 1350 Curtis Street Contact: Todd Medley Phone: 720-865-4558	34A	Generator			Annual major			Stewart & Stevenson 12VD92GDT500SB	138519/22666A		4	\$ 2,143.00		
	34B	Generator			Standby Service			Magnamax Synchronous AC Generator 572RS62037A-L450W	VA3552194-1 TYPE RSL		6	\$ 1,715.00		
											Total Buell Theatre	10	\$ 3,858.00	
Ellie Claukins Opera House 1385 Curtis Street Contact: Todd Medley Phone: 720-865-4558	35A	Generator			Standby Service			Cummins	D040634516	60 HZ	4	\$ 2,143.00		
											Total Ellie Caukins	4	\$ 2,143.00	
Boettcher Concert Hall 1000 14th Street Contact: Todd Medley Phone: 720-865-4558	36A	Generator			Standby Service			Caterpillar SR-4 RMP 1800	45BH1322	155 KW	2	\$ 1,429.00		
											Load Banking	6	\$ 1,143.00	
											Total Boettcher Concert Hall	8	\$ 2,572.00	
911 Communications Center - Peoria 12025 E 45th Ave. Contact: Kevin Kubischta 720-865-4045	37A	Generator			Annual major		Entire Building	Onan Model 3KTA50-G3	H960615544	1250KVA	4	\$ 3,572.00		
											Load Banking	6	\$ 2,858.00	
	37B	ATS			Annual		HSB	ATS-SB ASCO 1237353	1706207 RE	260A	1	\$ 286.00		
	37C	ATS			Annual		EMH	ATS-LS ASCO 1015846	1706206 RE	104A	1	\$ 286.00		
	37D	ATS			Annual		HCDB	ATS-CP ASCO 1157122	1706205 RE	1000A	1	\$ 286.00		
	37E	MTS			Annual		ESB	MTS-RU 1117300	1706208 RE	1200A	1	\$ 286.00		
											ATS Total	4	\$ 1,144.00	
	37F	UPS			Annual		Data Center	Galaxy VM 160KVA	ID1745021429	160KVA	3	\$ 1,816.00		
	37G	UPS			Annual		Data Center	Galaxy VM 160KVA	ID1745021060	160KVA	3	\$ 1,816.00		
	37H	UPS			Annual		Data Center	Galaxy VM 160KVA	ID1745021427	160KVA	3	\$ 1,816.00		
	37I	UPS			Annual		Data Center	Galaxy VM 160KVA	Not Available On Display	160KVA	3	\$ 1,816.00		
	37J	UPS			Annual		Backup	Schneider Galaxy 3500 G35TF30KB4F	QS1810251389	35KVA	2	\$ 1,493.00		
										UPS Total	14	\$ 8,757.00		
										911 Communications Center - Peoria - Building Total	28	\$ 16,331.00		
Cherry Creek Transfer Station 7301 E Jewel Ave Contact: Kevin Kubischta 720-865-4045	38A	Generator			Annual major		Fuel	Genarac RG02515ANAX	3004773180	25KVA	2	\$ 1,072.00		
											Load Banking	6	\$ 1,143.00	
	38B	ATS			Annual						1	\$ 286.00		
											ATS Total	1	\$ 286.00	
										Cherry Creek Transfer Station - Building Total	9	\$ 2,501.00		
Denver Fire Station #26 7934 MLK Blvd Contact: Nancy Sterling 720-865-7532	39A	Generator			Annual		Life Safety	Cummins	DGDK	100KW	2	\$ 1,286.00		
											Load Banking	6	\$ 1,143.00	
	39B	ATS			Annual		Life Safety				1	\$ 286.00		
											ATS Total	1	\$ 286.00	
										Total DFD HQ	9	\$ 2,715.00		
Denver Animal Shelter														

GENERAL SERVICES ON-CALL CONTRACT WORK ORDER FORM



CONTRACTS OFFICE
DENVER GENERAL SERVICES

Administered by:
Department of General Services Contracts Office
201 W. Colfax Ave., Dept. 1110
Denver, CO 80202
GScontracts@denvergov.org

Work Order Title & Description:

Contractor Name:

Agency Requester:

Contract No.:

Agency:

Workday Contract No.:

Requester Phone # and Email:

Fund/Cost Center/Spend Category/PRJ/Program:

Send Invoices To (email):

Emergency Auth. Code:
*As applicable

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

The sum, as indicated in the attached scope of work, constitutes full and complete consideration, payment and satisfaction to the Contractor for this Work Order and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the described scope of work to the Contract.

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

The Lump Sum of (\$XX.XX):

Work Order Completion Date*:

*Form will not be accepted without a completion date.

Liquidated Damage:

Accepted for Contractor By:

Contractor Email:

Contractor Signature:

Title:

Date:

USING AGENCY

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this **WORK ORDER**.

By Using Agency – Administrative or Budget Office Date

APPROVALS

Approved by Requestor, Date

Approved by Division Director Date

EXHIBIT E

GENERAL SERVICES ON-CALL CONTRACT WORK ORDER CHANGE FORM



CONTRACTS OFFICE DENVER GENERAL SERVICES

Administered by: Department of General Services Contracts Office 201 W. Colfax Ave., Dept. 1110 Denver, CO 80202 GScontracts@denvergov.org

Work Order Title:

Contractor Name:

On-Call Contract No.:

Supplier ID No.:

Workday PO No.:

Agency:

Agency Requestor:

Fund/Cost Center/Spend Category:

It is hereby mutually agreed that when this WORK ORDER CHANGE has been signed by the contracting parties, the following described changes shall be executed by the CONTRACTOR without changing the terms of the Contract.

Modifications to the Work Order described in the attached narrative and summarized in the attached scope of work dated and attached as Exhibit A.

THE CONTRACTOR AGREES to furnish all services, material, labor and perform all work/tasks required to complete the scope of work described and any changes in accordance with requirements for similar work covered by the Work Order Change, except as otherwise stipulated herein, for the following considerations:

Add/subtract from the Work Order the sum of: (\$XX.XX)

Work Order Revised Completion Date:

Accepted for Contractor By:

Contractor Signature:

Title:

Date:

WORKDAY PO NO.: CHANGE REQUEST SUMMARY Original Work Order Amount: \$ Original Work Order Duration: Original Work Order Completion Date:

This Work Order Change (+/-): New Work Order Total:

Adjust the Work Order Completion Date by: calendar days New Work Order Completion Date:

USING AGENCY

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this WORK ORDER CHANGE.

By Using Agency – Administrative or Budget Office Date

APPROVALS

Approved by Requestor, Date

Approved by Division Director Date

NOTE: No persons shall authorize or perform any of the above until the Work Order Change has all signatures and has been distributed alongside a Notice to Proceed

DISTRIBUTION: Auditor, Contract Administration, General Services Contract Compliance Technician, DSBO, and Contractor.



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alex Marvin, Classification and Compensation Analyst Staff
DATE: July 26, 2023
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, July 21, 2023**, 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. CO20230020
Superseded General Decision No. CO20220020
Modification No. 7
Publication Date: 7/21/2023
(8 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.

***Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

EXHIBIT F

"General Decision Number: CO20230020 07/21/2023

Superseded General Decision Number: CO20220020

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or
	the applicable wage rate
	listed on this wage

EXHIBIT F

	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2023.

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay
all	covered workers at least
extended on or after January	\$12.15 per hour (or the
30, 2022:	applicable wage rate
listed	on this wage
determination,	if it is higher) for all
	hours spent performing on
	that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

EXHIBIT F

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/24/2023
3	04/07/2023
4	05/12/2023
5	06/02/2023
6	07/07/2023
7	07/21/2023

ASBE0028-002 03/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	15.47

CARP0055-002 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.86	12.59

CARP1607-001 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.19	16.74

ELEC0068-012 06/01/2023

	Rates	Fringes
--	-------	---------

EXHIBIT F

ELECTRICIAN (Includes Low Voltage Wiring).....\$ 43.20 18.38

ELEV0025-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.94	37.335

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 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 05/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 35.24	12.50

EXHIBIT F

IRON0024-010 05/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.24	12.50

PAIN0079-006 08/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 25.11	10.95

PAIN0079-007 08/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 25.81	10.95

PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 18.25	14.33

* PAIN0930-002 07/01/2023

	Rates	Fringes
GLAZIER.....	\$ 33.51	12.65

PLUM0003-009 06/01/2022

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 41.33	19.29

EXHIBIT F

 PLUM0208-008 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 41.50	19.72

 SFCO0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.14	26.40

 SHEE0009-004 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 38.47	20.83

 * 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		

EXHIBIT F

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.

EXHIBIT F

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2023**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$17.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$17.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$17.29	\$0.00

Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.



FIELD ORDER DIRECTIVE

INFORMAL APPROVAL OF SUBCONTRACTOR (FOR EMERGENCY USE ONLY)

Contractor Name:

Contractor Representative:

Requested Subcontractor:

Subcontractor Representative:

RE: Contract No.:

Project Name:

Date of Directive:

The contractor is directed to immediately perform the identified emergency work and to utilize the requested subcontractor.

This field directive informally authorizes the contractor to utilize the requested subcontractor in performance of the emergency work. The contractor, in conjunction with the Project Manager, is required to formally submit a subcontractor request within five (5) days of after receiving this executed Field Order Directive.

Project Manager Date

Contractor Company Name

Contractor Representative Name/Title

Signature Date

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide

express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall

specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

Exhibit H

**FEDERAL BUREAU OF
INVESTIGATION CRIMINAL
JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative



EXHIBIT I
 Denver Environmental Performance Program
 Environmental Procedure

***Lindsey Flanigan Courthouse
 Emergency Generator Maintenance Fueling CCD-301.64***

This Environmental Procedure (EP) identifies best management practices (BMPs) for maintenance activities** associated with the emergency Cummins Generator 1500 KW on the south side of the Lindsey Flanigan Courthouse. BMPs minimize the potential to adversely impact water quality while conducting maintenance activities on the generator.

This generator is housed in an 'open-top' vault (top of the vault comprises a grate) and is exposed to precipitation. Two floor drains are located along the north and south sides of the generator and are directly piped to a building perimeter drainage water collection sump. Waters collected in the sump are discharged to Cherry Creek – this sump was formerly permitted through CDPHE (permit cancelled in 2015 due to clean testing results). Compliance with State discharge standards must still be met.

****The focus is on maintenance activities; not a comprehensive procedure for fueling the emergency generator tank.**

RISKS

Environmental risks associated with this activity include:

- Stormwater
- Hazardous Materials
- Hazardous Wastes

RISKS

The This EP shall be followed to ensure all maintenance activities on the generator minimize potential adverse impacts to waters in the collection sump, given the water quality compliance requirements and the fact that waters are discharged to Cherry Creek without treatment. Even the smallest of spills, if not properly cleaned-up, can adversely impact water quality and result in 'major' clean-up efforts/costs and compliance/enforcement implications.

Facilities must evaluate:

1. ***Weather*** – Maintenance activity works (including fueling) shall only to be conducted during dry weather; if precipitation is forecasted at any point during the day, then the work shall be cancelled and rescheduled during dry-weather days.



EXHIBIT I
 Denver Environmental Performance Program
 Environmental Procedure

***Lindsey Flanigan Courthouse
 Emergency Generator Maintenance Fueling CCD-301.64***

2. **Site Conditions** – Assess the vault’s current condition. If standing/pooled water is present, then the work shall be cancelled and rescheduled once the vault is ‘dry.’ If standing/pooled waters are observed, there is likely a drainage issue (i.e. clogged drain) and notify DDPHE (contact information in ‘References’).
3. **Equipment** – If the ‘Equipment’ listed below is not onsite and readily available, then the work shall be cancelled and rescheduled once the equipment is available.

If these conditions are met, then maintenance activities on the emergency generator may proceed. However, at a minimum, the following BMPs shall be implemented:

1. **Cover Drains** – cover/seal the two (2) floor drains in the vault prior to starting any maintenance or fueling activities. The mats used to cover the drains must make a liquid-tight seal to prevent any spilled fluids and/or wash waters from migrating into the drains.
2. **Absorbent Pad Placement** – place oil-absorbent pads immediately beneath the fluid removal area(s) to capture drips and small spills. Place the oil-absorbent pads on the floor of the vault/anywhere fluids are transferred from one container to another.
3. **Fluid Transfer** – Take care when transferring fluids from one container to another. Do not transfer fluid transfer immediately above/near the two (2) floor drains. If drips/spills are not captured and reach the concrete floor, the spilled material shall be immediately cleaned-up with the granular absorbent and/or the absorbent pads.
4. **Fluid transportation** – Take care if fluids removed from the generator must be carried in containers up the stairs to the basement level of the courthouse. Containers should be a suitable size for a person to carry, be equipped with a tight-fitting lid and shall not be filled more than three-quarters ($\frac{3}{4}$) full. If a spill occurs, the spilled material shall be immediately cleaned-up with the granular absorbent and/or the absorbent pads.
5. **Spill** – Spills can occur despite careful planning and operational practices. For drips and small spills, the application of granular absorbent and / or absorbent pads may be sufficient. For larger spills, an absorbent sock can be used to help temporarily contain the spilled material prior to applying granular absorbent and/or absorbent pads. The used absorbent materials from oil, diesel and coolant spills can be collected in trash bags (or other suitable container) and put in a solid waste dumpster if there are not any free-flowing liquids. In the event of a spill of 5+ gallons, notify DDPHE immediately.
6. **Final Assessment** – Upon completing maintenance activities, Facilities Management shall conduct a visual assessment with the contractor prior to them leaving to ensure that the vault and generator are in ‘satisfactory’ condition (i.e. residual fluids not observed, absorbent materials have been collected and removed from the site, drips not apparent on the side of the generator/shell, etc.). As part of the visual assessment, the staff shall determine whether additional clean-up may be required within the vault (e.g. power washing), particularly in the event of a larger spill and/or numerous smaller spills. Only power wash if the two floor drains



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are covered/sealed. Wash waters must be collected (e.g. with a wet/dry vacuum) and disposed of in a sanitary sewer drain.

DDPHE shall be contacted anytime there may be uncertainty as to how to proceed or if the scope of clean-up activities exceeds the capabilities of the equipment on-site.

Equipment

The following equipment, at a minimum, shall be on-site and readily available prior to conducting maintenance activities on the emergency generator:

- Spill kit
- Oil absorbent pads (e.g. New Pig Oil-Only Mat #MAT460, or equivalent)
- ‘Liquid-tight’ mats to cover the two floor drains
- Appropriate funnels & containers to safely capture, transfer and store fluids removed from the generator
- Wet/dry vacuum
- Power washer

EMERGENCY RESPONSE

Control spills to minimize property damage and risk to human health and the environment. Containerize all collected wastes and evaluate for labeling, storage and disposal. Protect yourself and alert others.

1. Call 303-229-7943 immediately for all spills of 5+ gallons.
2. In the event of a life-threatening situation, call 9-1-1 immediately.

RESOURCES

DDPHE Emergency Response Duty Officer.....	303-229-7943
GS, Facilities Superintendent.....	720-337-0728
GS, Contract Administrator.....	720-865-7508



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Related EMS Documents

- CCD-301 Power Washing
Safe Fuel Delivery for ASTs
Spill Response & Reporting for City Facilities, Properties, and Rights of Way

Applicable Rules & Regulations

- CDPHE's Guidance Document for Surface Cosmetic Power washing:
<https://drive.google.com/file/d/17ffFcwJ4u7dL9YQM4-4DwZu-QpAOYQpl/view>
- Colorado Discharge Permit System Regulations, Regulation No. 61 (5 CCR 1002-61)

Document Home: PowerDMS

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