

DONATION AND WAIVER AGREEMENT

THIS DONATION AND WAIVER AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and **FRANK BINGHAM**, with an address of 1954 South Lafayette Street, Denver, Colorado 80210 and **J. LANDIS MARTIN**, with an address of c/o Platte River Ventures, 200 Fillmore, Suite 200, Denver, Colorado 80206 collectively, hereinafter referred to as the "Donor".

WITNESSETH:

WHEREAS, the City desires to accept a donation from the Donor of a work of art, which the Donor is commissioning, and which consists of a kinetic sculpture and related components, shown on **Exhibit A** hereto, (the "Work"), by Artist Robert Pietruszewski (the "Artist"), for inclusion in the City's collection of public art, and currently intended to be displayed in Skyline Park and a donation of maintenance funds;

WHEREAS, the City has agreed to allow the Work to be installed in Skyline Park; and

WHEREAS, the City believes that the donation is appropriate and serves a public purpose, has established an account for such donation pursuant to D.R.M.C. 20-55 and 2-257, and wishes to accept such donation on the conditions specified herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

1. **DONOR PERFORMANCE**: The Donor has commissioned, shall install, and upon installation, grants and donates to the City the Work as described in **Exhibit A** hereto. The Donor represents and warrants to the City that title to the Work is solely vested in the Donor, and the Artist currently has no direct title ownership interest in the Work, having sold the Work without conditions. Donor affirmatively warrants and represents to the City that there are no liens upon or claims of any kind to the Work. The City shall accept ownership of the installed Work, subject to the terms and conditions set out herein. Donor has also agreed to a monetary donation for maintenance of the Work in the amount of Five Thousand Dollars (\$5,000.00) to be paid in a lump sum within thirty (30) days of the City's acceptance of the Work.

2. **DONOR DEDICATION AND WAIVER OF RIGHTS**: The Donor does

10-1063

hereby donate, grant, convey, assign and deliver to the City for the use and benefit of the people of Denver, all of Donor's rights, title and interest in and to the Work which Donor now owns or may hereafter acquire for the purposes of this Donation and Waiver Agreement or otherwise. Donor agrees to assign, donate, and forever relinquish to the City all right, title and interest in the Work including, but not limited to, any waiver Donor possesses of rights under the Visual Artists Rights Act of 1990, 17 U.S.C. §106A and §113 et. seq., as amended, or otherwise in the nature of "Droit Moral" under which artists claim a continuing interest in their products and in the maintenance or modification of their products. The Donor affirmatively represents that in his commission of the Work the Artist waived all rights under the Visual Artists Rights Act of 1990, 17 U.S.C. §106A and §113 et. seq., as amended, or otherwise in the nature of "Droit Moral." It is understood and agreed by Donor that the City may display, store, move, relocate, dismantle, remove from public display, deaccession or demolish the Work, at its sole discretion, and both the Donor and the Artist disclaim any right or interest in the Work in that event. The City agrees that it will not intentionally damage, alter, modify or change the work. The City shall notify the Artist of any proposed deaccession of the Work.

The City shall provide a plaque at the Site with the Artist's name, the date, and the title provided by the Donor and that the Work was donated to the City by "Frank Bingham."

To the extent the Artist has retained certain rights in the Work, and, with respect to such Artist's retained rights under the Copyright Act of 1976, the Artist has granted to the Donor and his assigns a license for the duration of Artist's said retained copyright to make two-dimensional reproductions of the Work for non-commercial purposes, the Donor hereby donates and assigns said license to the City for the City's use, including but not limited to reproductions used in advertising brochures, media publicity, and catalogues or other similar publications about City facilities or attractions, or where the Work is part of a panoramic depiction of the City or a portion thereof. Such license is granted to the City upon the condition that it is exercised in a manner that does not violate the integrity of the Work and that all reproductions shall contain a credit to the Artist and a copyright notice substantially in the following form: © "Robert Pietruszewski" except where the Work is a part of a panoramic depiction of the City or a portion thereof.

If the City shall at any time decide to destroy the Work, it shall by notice to the Artist offer the Artist a reasonable opportunity to recover the work at no cost to the Artist, except for an

obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction as determined solely by the City. The cost for any storage fees, necessitated by the time allotment for recovery of the Work, will be borne by the Artist. The Artist shall make arrangements to recover the work within thirty (30) days following notice of the City's offer of recovery. The City may, in its sole discretion, appropriate and provide funds annually for the operation and maintenance of the Work, or not so appropriate and provide funds annually for the operation and maintenance of the Work.

3. **COORDINATION AND LIAISON:** The Donor agrees that during performance under this Donation and Waiver Agreement it shall fully coordinate all services hereunder with the City, including the City's Director of the Office of Cultural Affairs, and the Manager of Parks and Recreation, or as otherwise directed by the City.

The Donor understands that the Director and Manager are the City's representatives under this Donation and Waiver Agreement through whom contractual services performed hereunder shall be coordinated.

4. **TERM OF DONATION AND WAIVER AGREEMENT:** The term of the Donation and Waiver Agreement shall commence on the date of execution, and remain in effect perpetually, unless and until the City shall determine at a later date, to rescind such donation or to deaccession the Work.

5. **PAYMENT:**

It is understood and agreed that the work and the maintenance funding are donations to the City and no payment is due to the Donor. Upon acceptance of the Work by the City, it is within the City's sole discretion to pay for any maintenance, repair, insurance, or other cost related to the City's future ownership of the Work.

It is understood and agreed that any payment obligation of the City associated with this donation, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Donation and Waiver Agreement, and paid into the Treasury of the City. The Donor 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.

6. **STATUS OF DONOR:** It is understood and agreed by and between the parties that the status of the Donor shall be that of an independent contractor and it is not intended, nor shall it be construed, that the Donor or any employee or subcontractor is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

7. **TERMINATION OF DONATION AND WAIVER AGREEMENT:** The City may terminate the donation without cause or deaccession the Work for its convenience upon thirty (30) days' notice to the Donor. The City shall have no obligation to give notice to the Artist other than as specified in Article 2 hereof. Upon termination or deaccession, the City may, but shall have no obligation to, sell, transfer, move or otherwise dispose of the Work.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any acceptance by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of the Donor, and the rendering of any such acceptance when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Donation and Waiver Agreement shall be construed as a waiver of any succeeding or other breach.

9. **EXAMINATION OF RECORDS:** The Donor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, at any time after the commencement of this donation, have access to and the right to examine any directly pertinent books, documents, papers and records of the Donor, involving transactions related to this Donation and Waiver Agreement.

10. **VENUE, GOVERNING LAW:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this donation as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver County or Denver District Court in the City and County of Denver, Colorado.

11. **ASSIGNMENT AND SUBCONTRACTING:** The City is not obligated or liable under this Donation and Waiver Agreement to any party other than the Donor named herein.

12. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Donation and Waiver Agreement, the Donor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Donor further agrees to insert the foregoing provision in all subcontracts hereunder.

13. **INSURANCE:**

A. **General Conditions:** Donor agrees to require the Artist 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. Donor shall the Artist to keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Donor shall require that the Artist shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, Donor shall require that the Artist to notify the City. Donor shall require that the Artist 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 Donor or the Artist. The Donor and the Artist shall maintain, at their own respective 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:** Donor shall provide a copy of this Agreement to the Artist to provide to Artist's insurance agent or broker. Artist may not commence services or work relating to the Agreement prior to placement of coverage. Donor shall have the Artist certify that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Donor'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 general liability, Donor shall require that the Artist's insurer shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For all coverages, Donor shall require that the Artist's insurer shall waive subrogation rights against the City.

E. **Subcontractors and Sub-consultants:** All subcontractors and sub-consultants (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 Artist. Donor shall require that the Artist 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 sub-consultants maintain the required coverages. Donor shall require that the Artist agree to provide proof of insurance for all such subcontractors and sub-consultants upon request by the City.

F. **General Liability:** Donor shall require that the Artist 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.

G. **Professional Liability (Errors and Omissions):** Donor shall require that the Artist or the Artist's design engineer shall maintain professional liability insurance limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.

H. **Additional Provisions:**

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

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

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

14. **INDEMNIFICATION:** The Donor shall defend, release, indemnify and save and hold harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including copyright and workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the Donor's activities or performance in connection herewith, including acts or omissions of the Donor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, and agents, prior to the completion of the donation of the Work hereunder and passage of title of the Work to the City; provided, however, that the Donor need not indemnify and save harmless the City, its officers, agents, and employees from damages proximately resulting from the sole negligence of the City's officers, agents, and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. The Donor shall procure and maintain, at its own expense and cost, any

insurance that, in its judgment, may be necessary for its proper protection in the prosecution of the services hereunder.

15. **CONFLICT OF INTEREST**: The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and Donor further agrees not to hire or contract for services any official, officer, or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.8, 1.2.9, and 1.2.12.

16. **PREVAILING WAGES**: Donor shall notify the Artist that employees of the Artist or his subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By executing this Agreement, the Donor covenants that he or she is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, required by the scope of work of the Donor, the Artist or their subcontractor's employees. A schedule of prevailing wage is attached as **Exhibit C**. The schedule of prevailing wage is periodically updated and Consultant is responsible for payment of then current prevailing wage. **Exhibit C** shall be deemed replaced by updated schedules with out amendment to this Agreement. The Donor and the Artist may obtain an updated scheduled of prevailing wage at any time from the City Auditor's Office.

17. **NO THIRD PARTY BENEFICIARY**: It is expressly understood and agreed that enforcement of the terms and conditions of this Donation and Waiver Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Donor, and nothing contained in this donation shall give or allow any such claim or right of action by any other or third person on such donation, including but not limited to subcontractors, subconsultants, and suppliers. It is the express intention of the City and the Donor that any person other than the City the Donor receiving services or benefits under this donation shall be deemed to be an incidental beneficiary only.

18. **DISPUTES**: All disputes of whatsoever nature between the City and Donor regarding this Donation and Waiver Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code 56-106. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified

in Article 3 hereof.

19. **TAXES, CHARGES AND PENALTIES:** The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code. While the donation to the City may qualify for a federal income tax deduction, the City makes no representation and expresses no opinion as to the method or determination of the Donor in seeking a federal income tax deduction.

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

21. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Donation and Waiver Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the donation did not contain the particular part, term, or provision held to be invalid.

22. **DONATION AND WAIVER AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Donation and Waiver Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Donation and Waiver Agreement properly executed by the parties. This Donation and Waiver Agreement and any amendments shall be binding upon the parties, their successors and assigns.

23. **LEGAL AUTHORITY:**

A. The Donor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Donation and Waiver Agreement.

B. The person or persons signing and executing this Donation and Waiver Agreement on behalf of Donor do hereby warrant and guarantee that he/she or they have been fully authorized by the Donor, as applicable, to execute this Donation and Waiver Agreement on behalf of the Donor and to validly and legally bind the Donor to all the terms, performances and provisions

herein set forth.

24. **COUNTERPARTS OF THIS DONATION AND WAIVER AGREEMENT:**

This Donation and Waiver Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Donation and Waiver Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Donation and Waiver Agreement as of the day and year first above written.

ATTEST:

STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver

CITY AND COUNTY OF DENVER

By _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Director of Denver's Office of Cultural Affairs

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____
Manager of Parks and Recreation

By _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor

Contract Control No.XC02034

"CITY"

FRANK BINGHAM

J. LANDIS MARTIN

"DONOR"

Exhibits A-C

EXHIBIT A
Scope of Work

**"Connections" Kinetic Sculpture Donation
Grant Letter / Agreement
Scope of Work**

Overview

Denver resident, Frank Bingham and J. Landis Martin would like to commission and donate a new kinetic sculpture by artist Robert Pietruszewski, to be placed at the corner of 15th and Arapahoe (the southwest corner of Skyline Park). The sculpture donation proposal has been approved by the Public Art Committee and the Denver Commission on Cultural Affairs. The sculpture will be accompanied by a donation of \$5,000 for its continued maintenance.

See attached proposal for more details.

Vendor Name/Address

Frank Bingham, 1954 S. Lafayette St. Denver, CO 80210
P 303-778-5967
fbingham@du.edu

J. Landis Martin, c/o Platte River Ventures 200 Fillmore, Suite 200 Denver, CO 80206

Persons Name with whom you are negotiating with:

Attn:

Frank Bingham

J. Landis Martin

Roles & Responsibilities

The personal representative for the estate will enter into an agreement to donate a sculpture to the City and County of Denver for permanent installation. The City will be responsible for its maintenance and upkeep from the point of acceptance.

General duties include:

Descriptive of:

Contract beginning/ending date:

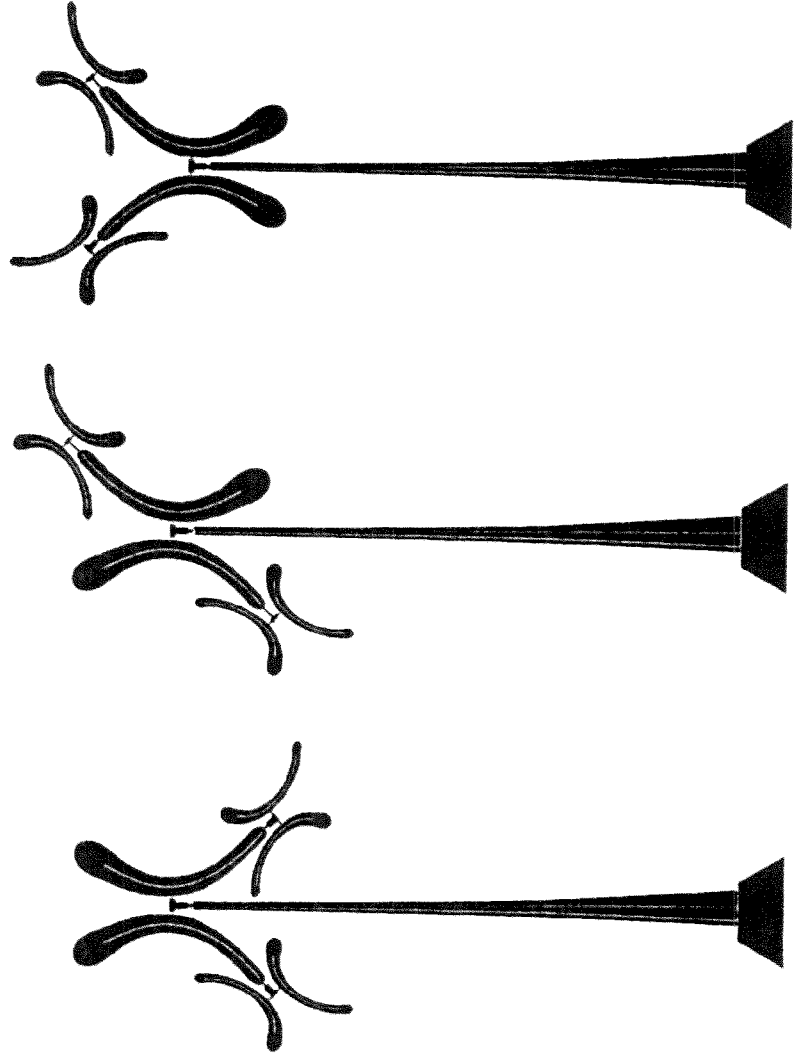
June 1, 2010 to June 1, 2011

Invoice Amount & Payment Schedule

Descriptive of:

This is a contract with no payment schedule. A maintenance donation totaling \$5,000 will be payable to the City upon acceptance of the sculpture. Receipt of Sculpture into collection is contingent upon City processes and approvals.

Proposal for Skyline Park

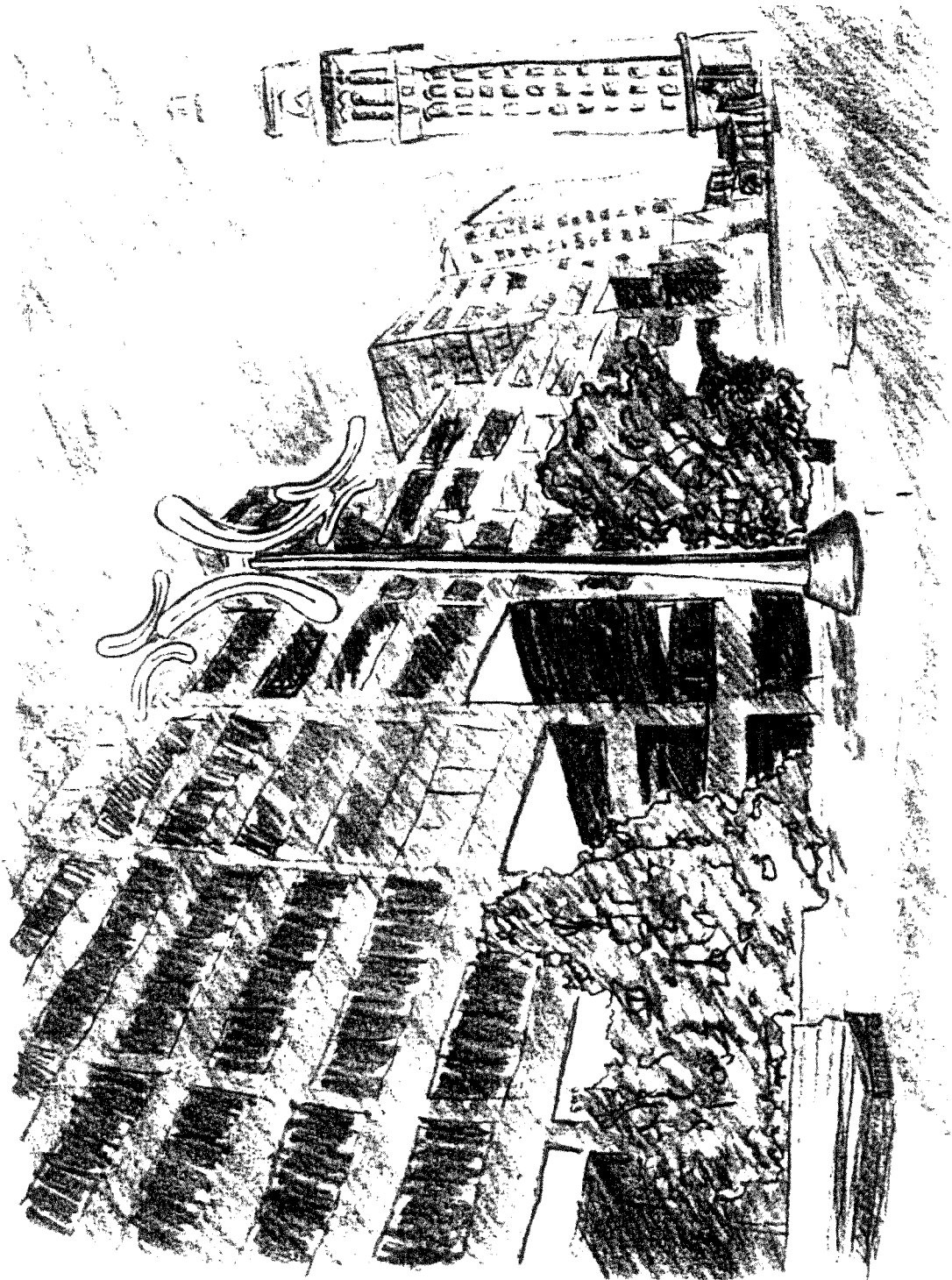


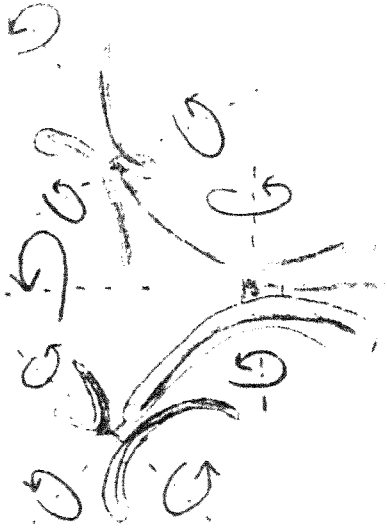
Robert Pietruszewski

**"The greatest thing you'll ever learn is
just to love, and be loved, in return."**

Lyrics from "Nature Boy" by Eden Ahbez

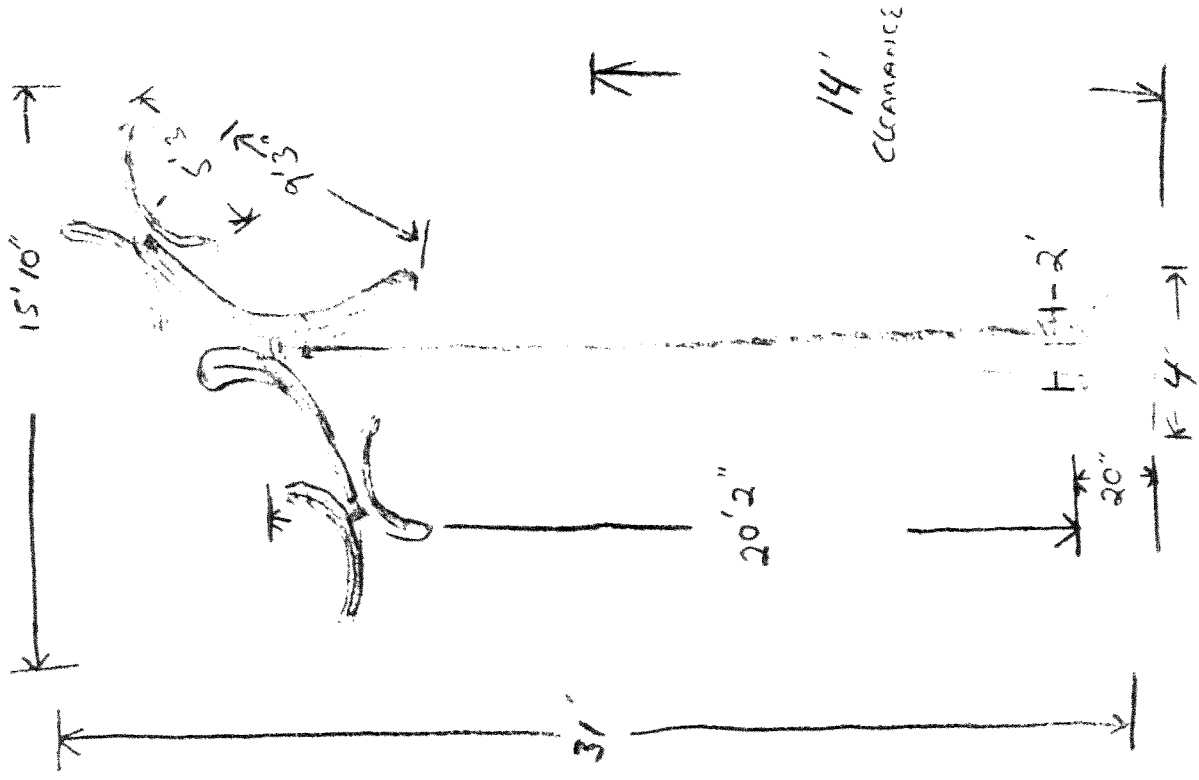
Concept Drawings





9 INDEPENDENT
AXES OF
ROTATION

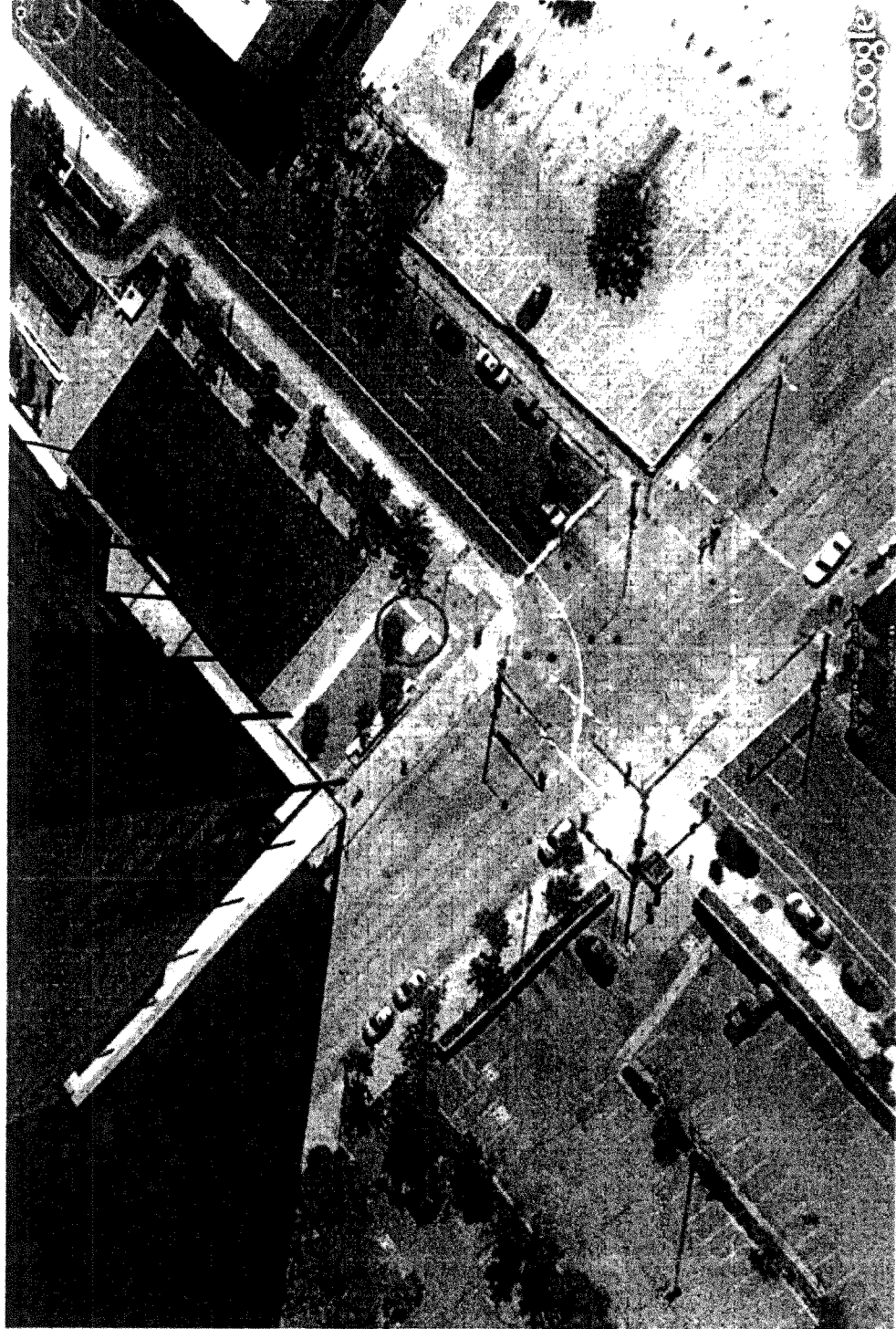
Connections, Axes of Rotation



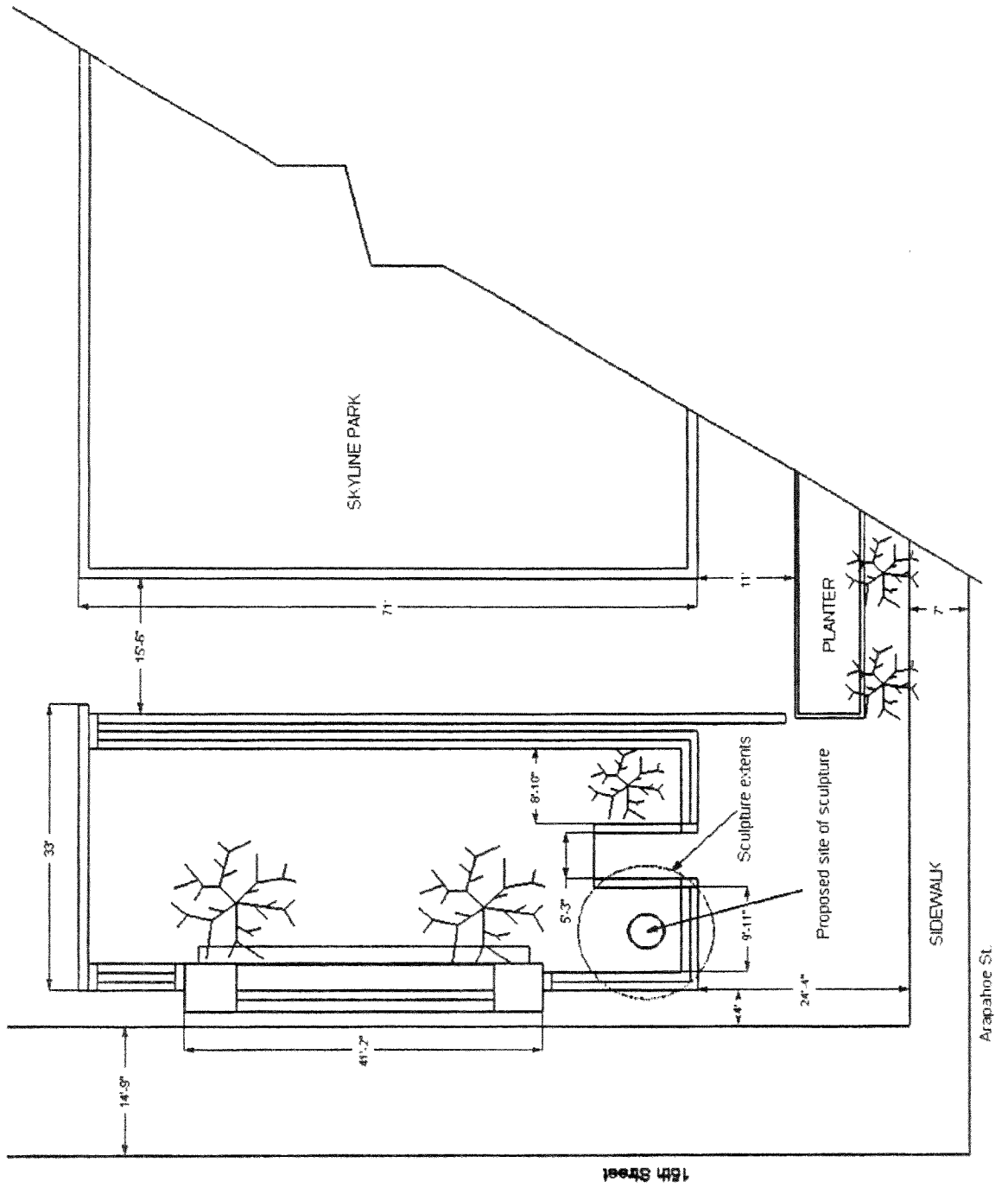
Connections, Dimensions

Proposed Location

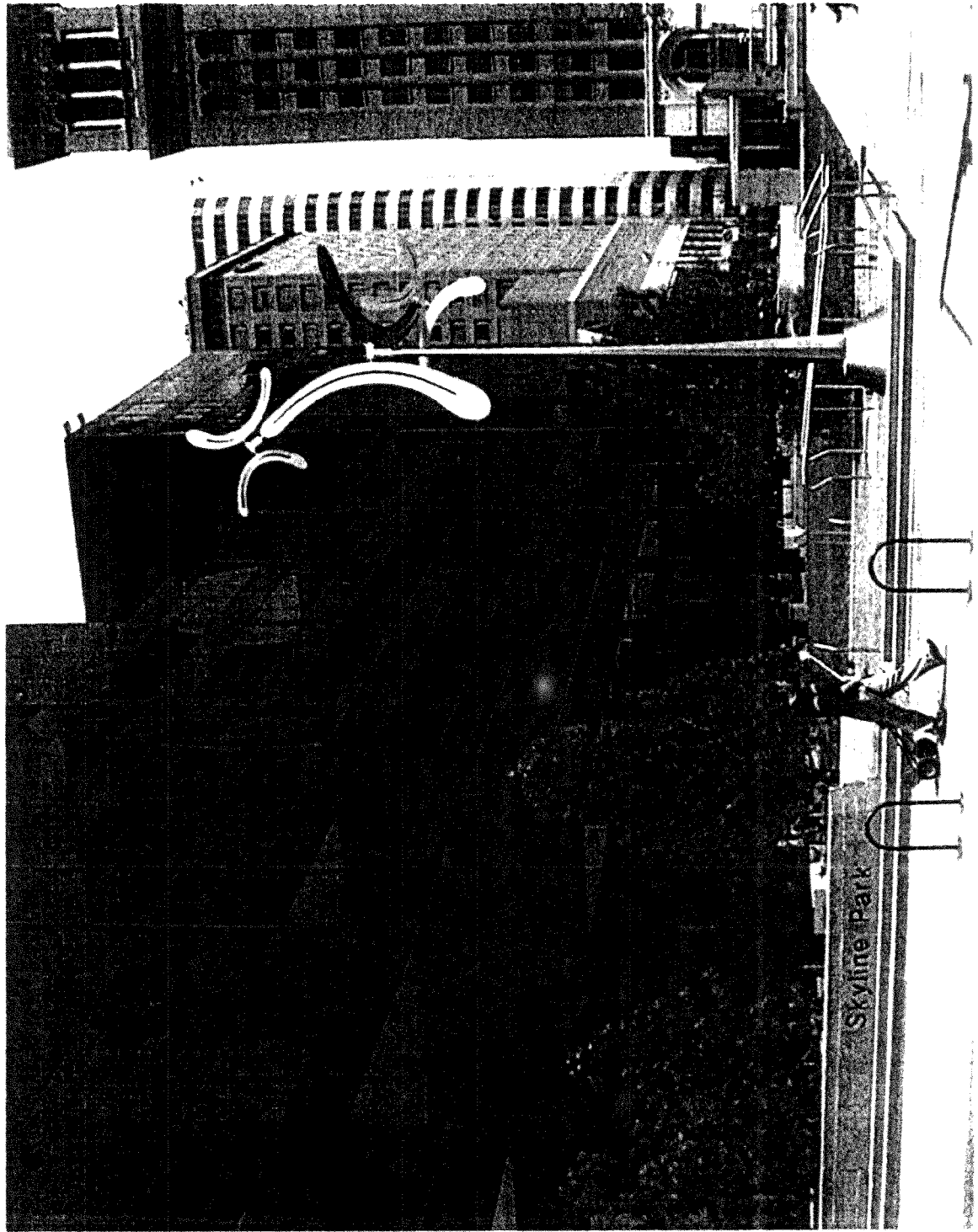
Skyline Park, Arapahoe and 15th Streets, near the South corner



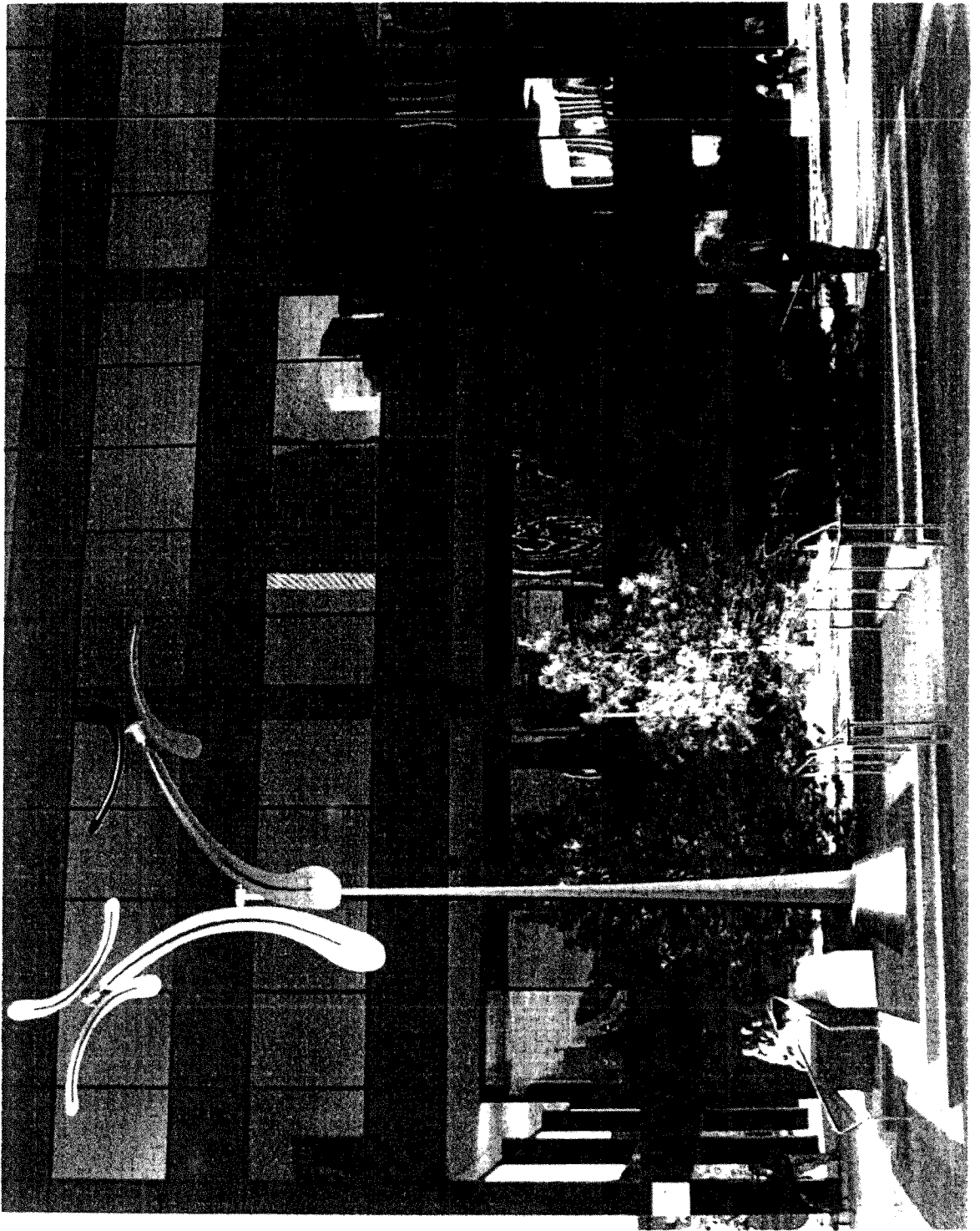
Proposed Location Plan



Site Study view one



Site Study view two



Construction

The sculpture design and foundation will be evaluated and certified by a professional engineering firm that can certify such structures in the State of Colorado. Structurally critical fabrication will be performed by certified welders and machinists. The foundation will be constructed by qualified concrete formers. All applicable construction permits and inspections will be obtained. Installation will be conducted in accordance with the design engineer's plan.

Materials

The foundation is concrete, typically 24" in diameter by 72" deep with 4 or more ¾" anchor bolts embedded. The current plan proposes a sandstone skirt that matches the existing sandstone used in the park, 20"h. x 48"d at the base with an engraved inscription. A stainless steel engraved plaque is also being considered in lieu of the stone engraving.

The mast is constructed of hand finished and welded stainless steel. The moving elements of the sculpture are fabricated from hand finished, welded and anodized aluminum.

The bearing housings and attachment fitments are fabricated from stainless steel. The bearings are permanently dry lubricated stainless steel with Teflon composite seals. Teflon composite environmental shields protect the bearings from moisture and dust.

All fittings and fasteners are stainless steel.

Timetable

Upon approval and funding of the project, the following timeline will be followed:

Week 1 - 2 Final submission set of design drawings are completed

Week 3 Submit drawings to engineering firm

Week 4 Develop final drawings to engineer's specifications

Week 5 Submit final drawings to engineering firm for certification
Submit final drawings to fabrication firm
Order third part machined and fabricated components

Week 6-14 Fabrication of sculpture, Foundation construction
Anodizing, finishing and inspection of components

Week 15 Pre assembly and quality control inspection

Week 16 Site installation

Safety

Proper installation methods preclude any unusual safety concerns during erection of the sculpture.

As proposed, the moving elements of the sculpture provide a ground clearance of approximately 14 feet.

Environmental Impact

All materials used in the construction of the sculpture are non-leeching, non-toxic and non-corroding.

Depending upon the final approved location, it may be necessary to remove a single 20 foot conifer.

The footprint at the base is 4 feet in diameter.

Maintenance

All materials used in the construction are substantially stable in an outdoor environment. The finish is permanent and impervious to all weather conditions and prevailing temperatures. The bearings are generously over rated for their loads and permanently lubricated.

Three months after installation and semiannually thereafter, the free movement of all rotating elements should be observed. A visual inspection should also ensure that all fasteners are secure and welds and seals remain sound. Additional inspections should be conducted if unusually severe weather conditions have occurred.

Upon installation a complete maintenance document will be provided that covers the parts and specifications of the sculpture, maintenance schedule, and surface maintenance treatments.

Budget Estimate

Preparation	
Survey	\$ 1,000
Construction Permits	\$ 420
Foundation, construction, installation	\$ 2,800
Sandstone skirt, engraved, installed	\$ 3,000
Professional Fees	
Engineering Analysis & Signed plans	\$ 5,000
Project liability insurance	\$ 250
Materials	
Bearings and seals	\$ 600
Stainless steel - Bearing housings	\$ 3,000
Stainless steel - Counterweights	\$ 1,000
Stainless steel - Plate shaped and formed	\$ 6,500
Stainless steel - Fasteners	\$ 400
Aluminum - Plate shaped and formed	\$ 5,000
Fabrication	
Machining	\$ 2,500
Welding	\$ 4,500
Anodizing	\$ 1,000
Grinding and finishing	\$ 1,000
Assembly and testing	\$ 1,500

Installation	
Placement and Assembly	\$ 1,800
Site cleanup	\$ 200
Artist's Fee	
Design development	
Proposal models	
Preliminary budget estimate	
Final design development and modeling	
Consulting	
Construction drawings	
Fabrication drawings	
Project management	
Quality control	
Documentation - Maintenance schedule, Parts and Assembly,	
Art and Technical press release copy	
One year warranty	\$ 8,500
TOTAL	
	\$49,970

Resume - Robert Pietruszewski

Introduction

My artwork has appeared in exhibitions throughout the world including: The Metropolitan Museum of Art, New York, New York; The Seibu Museum of Art, Tokyo, Japan; Musee des Arts Decoratifs, Paris, France; Victoria and Albert Museum, London, England; The Smithsonian Institute, Washington D.C., and others.

I have designed and installed numerous outdoor kinetic public sculptures. The largest of these works is 28 feet in height and 18 feet in diameter and constructed from stainless steel.

Many of the installed sculptures included some level of community/client involvement. Selection and design committees included architects, landscape architects, residents, project managers, and administrative staff.

Selected Public Art Projects

- 2009 – Neuron, Denver Public Schools, Denver, Colorado. Kinetic sculpture, wind driven, with multiple moving elements on 13 axes, 28 feet in height and 18 feet in diameter
- 2008 – Elements Mast, Denver Public Schools, Kinetic display in collaboration with the students of the Polaris Program at Ebert Elementary.
- 2007 – Helicoid III, Port of San Diego, San Diego, California. Kinetic sculpture, revolving on five independent compound axes it is 16 feet in diameter by 21 feet in height
- 2006 – Weather Station, Denver Public Schools, Denver, Colorado. Kinetic sculpture, wind driven, with multiple moving elements, 11.5 feet in height and 15.5 feet in diameter
- 2005 – Columbine Gateway, Denver Public Schools, Denver, Colorado. Kinetic, wind driven, 14 feet in height, 12 feet wide and 4 feet deep
- 2005 – Carol Cohan Berger Memorial at Columbine, Denver Public Schools, Denver, Colorado, steel construction, 7 feet in height and 10 feet in diameter
- 2005 – Molecule X, Denver Public Schools, Denver, Colorado. Kinetic sculpture, wind driven, with multiple moving elements, 13 feet 8 inches in height and 10 feet in diameter
- 2005 – Molecule Y, Denver Public Schools, Denver, Colorado. Kinetic sculpture, wind driven, with multiple moving elements, 13 feet 8 inches in height and 8 feet in diameter
- 2004 – Five Lines Orbital, Denver Public Schools, Denver, Colorado. Kinetic sculpture, wind driven, with multiple moving elements, 19.5 feet in height and 16 feet in diameter

2003 – Cirrus and Cumulus, Denver Public Schools, Denver, Colorado. Kinetic sculpture entranceway, wind driven, with multiple moving elements, 11 feet in height, 27 feet wide and 11.5 feet deep
2003 – Seasons, Denver Public Schools, Denver, Colorado. A set of four kinetic sculptures, each approximately 8 feet in height and 5 feet in diameter

Collections

The Port of San Diego, San Diego California
State Museum of Art, Poland
Museum of Contemporary Art, Valencia, Spain
Polaroid Collection, Clarence Kennedy Museum, Boston, Massachusetts
Brunnier Museum, Iowa State University, Ames, Iowa
Denver Public Schools, Denver, Colorado
Numerous national and international private collections

Education

Bachelor of Science - Art, University of Wisconsin – Madison, 1979
Post Graduate studies, State College of Plastic Arts, Wroclaw, Poland, 1979
Visiting Artist, Sculpture and design, Denver Public Schools, 2001, 2003
Lecturer, Landscape Kinetics, University of Colorado at Denver, 2005

Awards

Fulbright Scholarship - Full grant, 1979
John R. Krause Scholarship, 1977 to 1979

Organization Memberships

The Fulbright Association
The International Sculpture Center
The Polish National Alliance

Contact

Proposal submitted by:

Robert Pietruszewski

Web: www.robertpietruszewski.com

E-mail: bobp@visualidea.com

Phone: 303 477-4455

Address: 3126 Stuart Street
Denver, Colorado 80212
USA

Frank Bingham

fbingham@du.edu

720-272-0650

EXHIBIT B
Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
06/23/2010

PRODUCER
Leeper Insurance Agency
P.O. Box 485
8690 Ralston Rd.
Arvada CO 80002-

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

INSURERS AFFORDING COVERAGE

INSURED
Robert Pietruszewski
Visual Idea Design, LLC
3126 Stuart St
Denver CO 80212-

INSURER A: **Allied Insurance**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY	ACP 7551862939	05/19/2010	05/19/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		/ /	/ /	MED EXP (Any one person) \$ 5,000
			/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		/ /	/ /	PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		/ /	/ /	
	<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN EA ACC \$
			/ /	/ /	AUTO ONLY: AGG \$
	EXCESS LIABILITY		/ /	/ /	EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /	AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	\$
	<input type="checkbox"/> RETENTION \$		/ /	/ /	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATUTORY LIMITS OTHER
			/ /	/ /	E.L. EACH ACCIDENT \$
			/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$
			/ /	/ /	E.L. DISEASE - POLICY LIMIT \$
	OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
City and County of Denver, its elected & appointed officials, employees & volunteers are named as additional insured on the above general liability for the referenced project. Waiver of subrogation and primary non-contributory wording has been added by endorsement
Project Name: Connections-Skyline Park

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: CANCELLATION

City and County of Denver
Erin Trapp, Director DOCA
201 W Colfax Ave Dept 1105
Denver CO 80202-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Angel Rodal

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2010

PRODUCER Phone: 303-837-8500 Fax: 303-831-5295
 Van Gilder Insurance Corp.
 1515 Wynkoop, Suite 200
 Denver CO 80202

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

INSURED
 Ascent Group, Inc.
 4909 Pearl East Circle, Suite 201
 Boulder CO 80301

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance C	0
INSURER B: BND-Travelers Casualty & Sure	
INSURER C: Hartford Ins Co of the Midwes	0
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	34SBWPG8543	6/1/2010	6/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	34SBWPG8543	6/1/2010	6/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	34SBWPG8543	6/1/2010	6/1/2011	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	34WEGNX7520	6/1/2010	6/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Professional Liability Claims Made	105451402	6/1/2010	6/1/2011	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 If required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and Owner are included as Additional Insureds for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. This insurance will apply on a primary, non-contributory See Attached...

CERTIFICATE HOLDER	CANCELLATION
DOCA Attn: Mary Valdez and Erin Trapp, Director DOCA 201 West Colfax Avenue Department 1207 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM. AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS Continued.

basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation. Limited Contractual Liability is included. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

RE: RE: XC02034 Frank Bingham

EXHIBIT C
Prevailing Wage Schedule



DENVER
THE MILE HIGH CITY

Career Service Authority
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Meredith Creme, Staff Human Resource Professional
DATE: Friday March 19, 2010
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, to fill in for missing rates from subsequent Heavy and Highway wage schedules, the Career Service Authority Board in their meeting held on November 3, 2005, approved to use the last comprehensive prevailing wage schedule for Heavy and Highway projects published on March 1, 2002. The missing rates will be provided as supplemental to the Davis Bacon Heavy and Highway rates issued by CSA.

With regards to the Building rates, the last comprehensive prevailing wage schedule for Building projects published, on November 9, 2001, will continue to be used to fill in for missing rates from subsequent Building Construction schedules. The missing rates will be provided as supplemental to the Davis-Bacon Building rates issued by CSA.

The effective date for this publication will be **Friday March 19, 2010** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO080012
Superseded General Decision No. CO20070012

Modification No. 0
Publication Date: 03-12-2010
(12 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.

Questions call (720) 913-5722

Attachments as listed above.

Electrical work where the
cost is over \$150,000.....\$ 27.00 10.91

ELEC0068-001 06/01/2009

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

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	11.40

* ELEC0111-001 09/01/2009

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator- Underground.....	\$ 24.33	12.75%+4.75
Groundman.....	\$ 20.48	17.75%+4.75
Line Equipment Operator.....	\$ 24.99	17.75%+4.75
Lineman and Welder.....	\$ 35.81	20.75%+4.75

ELEC0113-002 06/01/2009

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 28.80	3%+13.10

ELEC0969-002 06/01/2009

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 21.31	8.92

ENGI0009-001 05/01/2009

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 23.97	9.22
Blade: Rough.....	\$ 23.67	9.22
Bulldozer.....	\$ 23.67	9.22
Cranes: 50 tons and under..	\$ 23.82	9.22
Cranes: 51 to 90 tons.....	\$ 23.97	9.22
Cranes: 91 to 140 tons.....	\$ 24.12	9.22
Cranes: 141 tons and over...	\$ 24.88	9.22
Forklift.....	\$ 23.32	9.22
Mechanic.....	\$ 23.82	9.22
Oiler.....	\$ 22.97	9.22
Scraper: Single bowl		

under 40 cubic yards.....\$ 23.82	9.22
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....\$ 23.97	9.22
Trackhoe.....\$ 23.82	9.22

IRON0024-003 11/01/2009

	Rates	Fringes
Ironworkers:.....\$ 24.80		12.12
Structural		

LABO0086-001 05/01/2009

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

PLUM0003-005 08/01/2009

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

	Rates	Fringes
PLUMBER.....\$ 33.37		10.45

PLUM0058-002 07/01/2009

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....\$ 28.55		11.45

PLUM0058-008 07/01/2009

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....\$ 28.55		11.45

PLUM0145-002 08/01/2009

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....\$ 24.00		9.70

PLUM0208-004 07/08/2009

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

	Rates	Fringes
PIPEFITTER.....	\$ 33.30	10.52

SHEE0009-002 07/01/2009

	Rates	Fringes
Sheet metal worker.....	\$ 30.55	11.67

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

TEAM0435-001 05/01/2000

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 14.21	5.27
Tandem/Semi and Water.....	\$ 14.93	5.27

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

=====

END OF GENERAL DECISION

Career Service Authority
Supplemental to the Davis Bacon HEAVY Construction Projects
(Specific to the Denver Projects)
(Supp #45, Date: 03-19-10)

(The following rates are from the Fed/Davis Bacon/HEAVY & HIGHWAY
Mod #0 Dated 03/01/2002 to fill in for missing rates from subsequent
HEAVY Construction Schedules)

CARP2834A 05/01/2001

	Rates	Fringes
MILLWRIGHTS	22.22	5.84

ELEC0111A 09/01/2001

	Rates	Fringes
LINE CONSTRUCTION:		
Cable Splicers	26.06	19.75%+2.20
Lineman, Gas Fitter/Welder	26.56	19.75%+2.20
Line Equipment Operator,		
Line Truck Crew	20.73	19.75%+2.20
Groundman	13.64	19.75%+2.20

ENGI0009A 04/23/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS: (TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES)		
GROUP 1	20.67	5.17
GROUP 2	21.02	5.17
GROUP 3	21.12	5.17
GROUP 4	21.37	5.17
GROUP 5	21.52	5.17
GROUP 6	21.67	5.17
GROUP 7	21.92	5.17

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Brakeman
GROUP 2 - Motorman
GROUP 3 - Compressor
GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form
GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front
End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic
GROUP 6 - Mechanic Welder
GROUP 7 - Mole

ENGI0009B 04/23/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	18.52	5.17
GROUP 2	18.87	5.17

GROUP 3	19.22	5.17
GROUP 4	19.37	5.17
GROUP 5	19.52	5.17
GROUP 6	19.67	5.17
GROUP 7	20.43	5.17

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck

GROUP 4 - Cable operated power shovels, draglines, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; piledriver, tractor with sideboom, roto-mill and similar, welder

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic - welder (heavy-duty)

GROUP 6 - Cableway, derrick, quad nine

push unit, wheel excavator, belt or elevating loader

GROUP 7 - tower cranes all types

IRON0024F 08/01/2001

	Rates	Fringes
IRONWORKERS:		
ORNAMENTAL	21.00	7.36

LABO0086A 05/01/2001

	Rates	Fringes
LABORERS:		
GROUP 1	11.75	3.64
GROUP 2	15.10	3.64
GROUP 3	15.60	3.64

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 - including caissons to 8' carrying Reinforcing Rods; Dowel Bars; Fence Erectors; Fire Watchers on power plants and oil refineries; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; pipe plants and yards; Shrubs and flowers; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Boring Machines; Air Hydraulic Boring machines; Automatic Concrete Power Curbing Machines; Concrete Processing Material; form setters; Highways, Streets, and Airports runways; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil and Telephone Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro-broom, Mixer Man; Gunnite Nozzelmen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalers; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement

 LABO0086B 05/01/2001

	Rates	Fringes
LABORERS: (TUNNEL)		
GROUP 1	15.05	3.64
GROUP 2	15.95	3.64
GROUP 3	16.05	3.64
GROUP 4	17.15	3.64
GROUP 5	17.10	3.64

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground
 GROUP 2 - Minimum Tunnel Laborer, Dry Houseman
 GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Gunning and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

 LABO0086D 05/01/2001

	Rates	Fringes
LABORERS:		
Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste	18.45	3.64

 TEAM0435A 05/01/2000

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	14.21	5.27
GROUP 2	14.93	5.27

GROUP 3	15.27	5.27
GROUP 4	15.80	5.27
GROUP 5	16.45	5.27
GROUP 6	17.25	5.27

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

GROUP 2 Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting.

GROUP 3 Truck Driver Snow Plow.

GROUP 4 Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards.

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