

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SIERRA DETENTION SYSTEMS, Inc.**, a Colorado corporation, with its principal place of business located at 1177 S. 4th Ave. , Brighton, Co 80601 (the “Contractor”), collectively “the Parties.”

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Manager of Safety, (“Manager”) or, the Manager’s Designee.

2. SERVICES TO BE PERFORMED:

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

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

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

3. TERM: The Agreement will commence on January 1, 2012 and will expire on December 31, 2014 (the “Term”).

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amounts listed in **Exhibit A** and the amounts billed may not exceed the amounts or rates set forth in **Exhibit A**.

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

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

d. Maximum Contract Amount:

- (1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION TWO HUNDRED TWENTY TWO THOUSAND AND THREE HUNDRED THIRTY DOLLARS** (\$1,222,330.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

Monthly payments for The Court House shall continue to be \$14,000.00.
Monthly payments for The Detention Facility shall be \$19,333.00 starting 3/1/12. The contract shall run through 12/31/14 and may be renewed based upon the attached schedule EXHIBIT C.

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

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

6. TERMINATION:

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

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

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

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

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

9. INSURANCE:

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the

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

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

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

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

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

d. 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.

f. 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.

g. 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

h. Technology Errors & Omissions : Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

i. Additional Provisions:

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

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

10. DEFENSE AND INDEMNIFICATION:

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

active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

f. Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the products or services supplied or provided by the Contractor, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Contractor in writing of any claim and cooperate with Contractor and its legal counsel in the defense thereof. Contractor shall, in its discretion, perform some or all of the following actions to ensure that the City is not negatively impacted in the functionality of its technology services because of an infringing product: (i) contest, (ii) settle, (iii) procure for the City the right to continue using the product, or (iv) modify or replace the infringing product so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense.

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

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

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

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

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

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

17. CONFLICT OF INTEREST:

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

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

in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

Manager of Safety or Designee
1331 Cherokee Street,
Room 302,
Denver, Colorado 80202

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

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

b. The Contractor certifies that:

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

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

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

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

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

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

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

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

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

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

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period

equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

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

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

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

35. PREVAILING WAGES:

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

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

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

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

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

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

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

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

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

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

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

35.

36.

EXHIBIT A SCOPE OF WORK

EXHIBIT B CERTIFICATE OF INSURANCE

EXHIBIT C PRICING MATRIX

EXHIBIT D PREVAILING WAGE SCHEDULE

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EXHIBIT A
SCOPE OF WORK

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

PRICING MATRIX

EXHIBIT A



1177 s. 4th avenue | Brighton, CO 80601 | (p) 303.278.6879 | (f) 303.278.6921 |
1.800.868.jail | www.sierradetentionsystems.com

SCOPE OF WORK

Preventative Maintenance and Technical Service Agreement

Electronic Systems Maintenance and Service

Downtown Detention Center & Denver Courthouse

Sierra shall provide preventative maintenance services on the detention and access electronics equipment installed in the described City facilities.

Preventative Maintenance Service provided by Sierra shall include the following systems.

Denver Detention Center and Lindsay Flannigan Courthouse	
SYSTEMS/MANUFACTURER	DESCRIPTION
PLC	
OMRON	Power Supplies, CPU, Input/output Cards, Ethernet Cards, Back Planes, Interconnecting Cables ect.
INTERCOM	
QUAM, Rauland, Harding, iPhone	Master Stations, Paging Speaker, Intercoms, Digital Communications Controller and Expander, ect.
PC/HMI	
Motorola, Dell, ELO, Indusoft, Foundry, Rosewill, ASUS	PDA's, PC Towers, Communication Devices, Network Equip., Touch screens, Monitors, Indusoft Licenses and Key's, ect.
CCTV	
Bosch, Foundry, Hewlett-Packard, Monoprice, Dell, Nitek	IP Cameras, Bosch BVMS work stations, Foundry IP switches and Power Over Ethernet, Foundry Servers, ect.
ACCESS CONTROL SYSTEM	

HID/INDALA, Bosch, Dell, Panasonic, Schlage, Vonduprin	Card Readers, Solenoid operated crash bars, Photo badge printer, Badging workstations, Reader interface mods., ect.
DOOR CONTROL	
FERRAZ SHAWMUT, PHOENIX	Large Relay's, Small Relay's, Fuses, Fuse Blocks, FLK blocks, Converters, Back Planes, Diodes, Interconnecting cables, ect.
WIRED DURESS	
Quam, Honeywell, Rauland	Corridor Zone Light, Panic push buttons, Call Buttons, ect.
WIRELESS DURESS	
Senstar (Detention Center Only)	Receiver module, Personnel transmitter with Carrying case and Lanyard, ect.

**Including all current systems installed and maintained by SIERRA Detention
Sierra shall maintain the following systems and provide:**

- 1) Maintenance of the Controller Link network. The network consists of multiple Data link tables sharing bit status with master control as well as sharing bit status between local PLC's at each Security Electronics room. These all share bit information with Central Control. There is an Ethernet network between all security electronics rooms and all control rooms. All communications occur over this Ethernet Link network. We provide configuration support and diagnostics of this network.
- 2) Support changes and configurations of Harding network by Harding certified Controls Engineers which is comprised of multiple Harding intercom DCC's including multiple DCE's all residing on the security network. Provide communications log retrieval and analysis using DXL logger. Provide daily observation of all Harding DCC and DCE equipment and perform any necessary troubleshooting. Investigate any and all reports of intercom audio troubles daily to on-site technician.
- 3) Computer hardware maintenance and any related software version control specifically related to Detention System Control. This is to include but not limited to; Indusoft HMI, Omron CX Supervisor, Ferrups Backup Systems, Bosch BVMS, Harding Digital IC, and all firmware updates including camera systems.
- 4) All equipment maintenance and support shall be to manufacture's specifications. Maintenance support schedules and routines will be submitted to the facility with notification and sign-off required upon completion.
- 5) All equipment software will be updated with latest manufacturer's versions for all systems to ensure continuing compatibility. New backup software will be made and kept on file with the facility. Spare PC's will be updated with new software version changes at the same time as the PC's in use.

- 6) Indusoft configuration changes and upgrades by Indusoft Certified Controls Engineers including but not limited to-VB scripting changes to global procedures, firmware upgrades, and compatibility testing between Indusoft and Omron PLC's using Ometh driver syntax. This also includes troubleshooting of system wide communications issues.
- 7) Configuration, troubleshooting, program design change, and driver support of control centers touch screens. This includes technical support arising from any communication issues between local housing PLC and local touch screens. Program any operational, aesthetics, or any other minor changes (as requested by the facility).
- 8) Omron PLC logic changes, upgrades, and support this includes; ladder logic revisions, FINS Ethernet communications modifications to existing logic structure. This also includes maintenance/troubleshooting of the Ethernet (FINS protocol) interface between the central PLC and the central Harding exchange.
- 9) CCTV and HMI interface support by Bosch and Indusoft certified technicians; troubleshooting, configuration, and changes, the central PLC utilizes an Ethernet connection to the Bosch BVMS. This connection switches all CCTV call-ups requests originated from any HMI.
- 10) Bosch BVMS and disc array configuration and support by Bosch certified technicians; this includes but is not limited to: upgrading firmware on all related equipment, camera title changes (when needed), camera additions, time synchronizations, and recording variations and verification of system wide cameras in use.
- 11) Support and configuration of Microsoft SQL alarming database. This includes database archiving, transaction log routine maintenance, troubleshooting between Indusoft and the Server/Gateway, and general database changes. Conducted by Microsoft SQL trained and certified Controls Engineers.
- 12) General hardware/software support, troubleshoot and diagnostics of the following: Inputs, Outputs, Power Supplies, CPU, serial ports and switches.
- 13) UPS systems shut down and test will be coordinated and certified with the facility every 6 months.
- 14) All PLC batteries to be certified and changed if necessary on a 6 month schedule.
- 15) All labor for maintenance calls will be covered by the Vendor including vehicle expense and travel costs.
- 16) Access to full time, on-site certified support of one (2) Sierra technicians during normal business hours.
- 17) Emergency calls will have a maximum of a two (2) hour response time as long as weather physically allows after normal business hours. Emergency support may be reached at (720) 563-1972.

- Includes the cost of all spare parts and equipment that would be required during the maintenance period. To further clarify, if a camera would need to be replaced due to a failure after the manufacturer's warranty, Sierra would be responsible for the cost of a new camera to restore the system to same working order as before the failure.
- All authorized facility personnel training on the proper operating procedures, including:
 - BVMS operation for recording retrieval
 - Alarm history reports
 - Intercom logging reports (DXL Logger)
 - Control Station Logger Data Bases
 - CCTV sequencing and call up customization
 - Control take over from all control stations
- Maintain a complete ready spare parts inventory system at the Jail to include but not limited to the original bill of materials as per the original installation. If at any time the ready spare parts are found to be inadequate to ensure complete systems immediate support it will be our responsibility increase spare parts as required.
- Maintain on record a Colorado Electrical Contractors license with the facility each year to ensure all work and maintenance changes and updates meet or exceed all local and state codes and regulations.
- **Sierra shall notify Operations and The DSD Technology Management Unit of any technology reported issues and repairs relating to Video, Audio, RKP, Hardware changes and Software changes. This is for litigation tracking.**

*** Monthly audits of access control permissions including permission levels. This audit will commence upon contract acceptance.**

***Permissions/access to any system including desktops will only be granted by the Commander of the Technology Management Unit for continuity and litigation reasons. Common i.e. generic logons will not be acceptable for users or admins on desktops. Server configuration will be discussed with the Commander of the DSD Technology Management Unit.**

- **Log to be kept of all activity performed by the on site Vendor technician on a daily/weekly basis. A DSD representative with approve this log on a daily/weekly basis.**
- **All cameras tied to card access or other systems should be tested and verified on a daily basis and logged.**
- **Electronic shared log between vendor and DSD.**

Annual Software and Hardware Maintenance

Bosch CCTV Licenses, Card Access, Sierra Interface License, Indusoft (operational)

Payment terms: due monthly in advance

NOT INCLUDED IN THE CONTRACT

1. Not included in this contract is any work required due to fire, riot, act of God or abuse. Abuse is defined as any act, condition, lack of service resultant from the actions of the Denver County Government or its agents, that results in the degradation or malfunction of any item in the system.
2. Video Visitation (M-2) equipment and related phone systems.
3. GTL, Motorola phone systems, radios, other communications devices and related equipment.
4. Fire alarm and related equipment.
5. HVAC, environmental and related equipment.
6. Equipment that we may control but did not install i.e. electric light fixtures and plumbing related equipment.
7. JMS software or equipment or other software packages such as legal or medical related packages.
8. Any other equipment, device, software, firmware not specifically installed by Sierra
9. OWNER REQUESTED EXTRA WORK NOT INCLUDED IN THE CONTRACT – Shall be quoted on an as needed basis and shall be subject to itemized billing. The itemized billing shall separate labor, materials, travel, licenses, incidentals and other related expenses. The hourly labor rate for this work shall be subject to a discount in accordance with the following schedule.
10. Commercial and Detention Door Hardware
 - a. Regular Technician Rate from \$125.00 per hour to \$100.00 per hour.
 - b. Junior Programmer Rate from \$145.00 per hour to \$125.00 per hour
 - c. Senior Programmer Rate from \$175.00 per hour to \$150.00 per hour



168294

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/2/2012

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

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

PRODUCER Commercial Lines - (720) 528-7600 Wells Fargo Insurance Services USA, Inc. 5600 South Quebec, Suite 300A Greenwood Village, CO 80111-2225	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Liberty Surplus Insurance Corporation</td><td>10725</td></tr><tr><td>INSURER B:</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER C:</td><td>Endurance American Specialty Ins Co</td><td>41718</td></tr><tr><td>INSURER D:</td><td>Pinnacol Assurance</td><td></td></tr><tr><td>INSURER E:</td><td>Zurich American Insurance Co</td><td>16535</td></tr><tr><td>INSURER F:</td><td>Underwriters at Lloyds, London</td><td>15792</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Surplus Insurance Corporation	10725	INSURER B:	Hartford Fire Insurance Company	19682	INSURER C:	Endurance American Specialty Ins Co	41718	INSURER D:	Pinnacol Assurance		INSURER E:	Zurich American Insurance Co	16535	INSURER F:	Underwriters at Lloyds, London	15792
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INSURER F:	Underwriters at Lloyds, London	15792																				
INSURED Sierra Detention Systems, Inc. 1177 South 4th Ave Brighton, CO 80601																						

COVERAGES**CERTIFICATE NUMBER:** 4282669**REVISION NUMBER:** See below

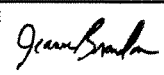
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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"/> PROJECT <input type="checkbox"/> LOC	X	X	DGLLA199852-1	10/01/11	10/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 50,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp 1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll 1,000	X	X	34UUNKD3893	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Coll 1,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			ELD10003409000	10/01/11	10/01/12	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	X	4004649	08/01/11	08/01/12	<input checked="" type="checkbox"/> WC STATUTORY 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
E		N/A	X	4632888	08/01/11	08/01/12	
F	Professional Liability			PSDG00111	10/01/11	10/01/12	\$3,000,000

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

The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured with regard to General Liability and Auto Liability. A Waiver of Subrogation applies with regard to General Liability, Auto Liability and Workers' Compensation. Umbrella policy is following form to General Liability, Auto Liability and Employers Liability. This insurance is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Manager of Safety or Designee 1331 Cherokee Street Room 302 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Commercial General Liability



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 4

Effective Date:	10/1/2011
Policy Number:	DGLLA199852-1
Issued To:	Sierra Detention Systems, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy. Coverage offered by this endorsement does not apply to "Residential Construction" as defined in (Exclusion Residential Construction CGL 1127 0609) endorsement, which is attached to this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Commercial General Liability



Liberty
Surplus Insurance
Corporation
Member of Liberty Mutual Group

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 17

Effective Date:	10/1/2011
Policy Number:	DGLLA199852-1
Issued To:	Sierra Detention Systems, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

It is hereby agreed that Section IV, item 8. Transfer of Rights of Recovery Against Others to Us, is modified as follows:

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

NCCI #: WC000313B
Policy #: 4004649

INSURED:
SIERRA DETENTION SYSTEMS INC
1177 S 4TH AVENUE
BRIGHTON CO 80601

AGENT:
FLOOD & PETERSON/ DENVER
PO BOX 578
GREELEY, CO 80632
(720) 977-7110

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: July 27, 2011 Expires on August 1, 2012
Pinnacol Assurance has issued this endorsement July 27, 2011.

Maria Arellano
Underwriter

[illegible][illegible]

	jail	court
5/1/2011		
6/1/2011		
7/1/2011		
8/1/2011		
9/1/2011		
10/1/2011		
11/1/2011		
12/1/2011		
1/1/2012		\$ 14,000.00
2/1/2012		\$ 14,000.00
3/1/2012	\$ 19,333.00	\$ 14,000.00
4/1/2012	\$ 19,333.00	\$ 14,000.00
5/1/2012	\$ 19,333.00	\$ 14,000.00
6/1/2012	\$ 19,333.00	\$ 14,000.00
7/1/2012	\$ 19,333.00	\$ 14,000.00
8/1/2012	\$ 19,333.00	\$ 14,000.00
9/1/2012	\$ 19,333.00	\$ 14,000.00
10/1/2012	\$ 19,333.00	\$ 14,000.00
11/1/2012	\$ 19,333.00	\$ 14,000.00
12/1/2012	\$ 19,333.00	\$ 14,000.00
	\$ 193,330.00	\$ 168,000.00
1/1/2013	\$ 20,300.00	\$ 14,700.00
2/1/2013	\$ 20,300.00	\$ 14,700.00
3/1/2013	\$ 20,300.00	\$ 14,700.00
4/1/2013	\$ 20,300.00	\$ 14,700.00
5/1/2013	\$ 20,300.00	\$ 14,700.00
6/1/2013	\$ 20,300.00	\$ 14,700.00
7/1/2013	\$ 20,300.00	\$ 14,700.00
8/1/2013	\$ 20,300.00	\$ 14,700.00
9/1/2013	\$ 20,300.00	\$ 14,700.00
10/1/2013	\$ 20,300.00	\$ 14,700.00
11/1/2013	\$ 20,300.00	\$ 14,700.00
12/1/2013	\$ 20,300.00	\$ 14,700.00
	\$ 243,600.00	\$ 176,400.00
1/1/2014	\$ 21,316.67	\$ 15,433.33
2/1/2014	\$ 21,316.67	\$ 15,433.33
3/1/2014	\$ 21,316.67	\$ 15,433.33
4/1/2014	\$ 21,316.67	\$ 15,433.33
5/1/2014	\$ 21,316.67	\$ 15,433.33
6/1/2014	\$ 21,316.67	\$ 15,433.33
7/1/2014	\$ 21,316.67	\$ 15,433.33
8/1/2014	\$ 21,316.67	\$ 15,433.33
9/1/2014	\$ 21,316.67	\$ 15,433.33
10/1/2014	\$ 21,316.67	\$ 15,433.33
11/1/2014	\$ 21,316.67	\$ 15,433.33
12/1/2014	\$ 21,316.67	\$ 15,433.33
	\$ 255,800.04	\$ 185,199.96

Grand TOTAL \$ 1,222,330.00

Contract Total \$ 1,222,330.00

	jail	court	invoice dates
5/1/2011		\$ 14,000.00	
6/1/2011		\$ 14,000.00	7/19/2011
7/1/2011		\$ 14,000.00	7/29/2011
8/1/2011		\$ 14,000.00	8/11/2011
9/1/2011		\$ 14,000.00	9/19/2011
10/1/2011		\$ 14,000.00	10/19/2011
11/1/2011		\$ 14,000.00	11/30/2011
12/1/2011		\$ 14,000.00	12/16/2011
1/1/2012		\$ 14,000.00	1/25/2012
2/1/2012		\$ 14,000.00	2/1/2012
3/1/2012	\$ 19,333.00	\$ 14,000.00	4/27/2012
4/1/2012	\$ 19,333.00	\$ 14,000.00	4/30/2012
5/1/2012	\$ 19,333.00	\$ 14,000.00	
6/1/2012	\$ 19,333.00	\$ 14,000.00	
7/1/2012	\$ 19,333.00	\$ 14,000.00	
8/1/2012	\$ 19,333.00	\$ 14,000.00	
9/1/2012	\$ 19,333.00	\$ 14,000.00	
10/1/2012	\$ 19,333.00	\$ 14,000.00	
11/1/2012	\$ 19,333.00	\$ 14,000.00	
12/1/2012	\$ 19,333.00	\$ 14,000.00	
	\$ 193,330.00	\$ 168,000.00	
1/1/2013	\$ 20,300.00	\$ 14,700.00	
2/1/2013	\$ 20,300.00	\$ 14,700.00	
3/1/2013	\$ 20,300.00	\$ 14,700.00	
4/1/2013	\$ 20,300.00	\$ 14,700.00	
5/1/2013	\$ 20,300.00	\$ 14,700.00	
6/1/2013	\$ 20,300.00	\$ 14,700.00	
7/1/2013	\$ 20,300.00	\$ 14,700.00	
8/1/2013	\$ 20,300.00	\$ 14,700.00	
9/1/2013	\$ 20,300.00	\$ 14,700.00	
10/1/2013	\$ 20,300.00	\$ 14,700.00	
11/1/2013	\$ 20,300.00	\$ 14,700.00	
12/1/2013	\$ 20,300.00	\$ 14,700.00	
	\$ 243,600.00	\$ 176,400.00	
1/1/2014	\$ 21,316.00	\$ 15,438.00	
2/1/2014	\$ 21,316.00	\$ 15,438.00	
3/1/2014	\$ 21,316.00	\$ 15,438.00	
4/1/2014	\$ 21,316.00	\$ 15,438.00	
5/1/2014	\$ 21,316.00	\$ 15,438.00	
6/1/2014	\$ 21,316.00	\$ 15,438.00	
7/1/2014	\$ 21,316.00	\$ 15,438.00	
8/1/2014	\$ 21,316.00	\$ 15,438.00	
9/1/2014	\$ 21,316.00	\$ 15,438.00	
10/1/2014	\$ 21,316.00	\$ 15,438.00	
11/1/2014	\$ 21,316.00	\$ 15,438.00	
12/1/2014	\$ 21,316.00	\$ 15,438.00	
	\$ 255,792.00	\$ 185,256.00	

Grand TOTAL \$ 1,334,378.00



Career Service Authority
Denver's Human Resource Agency
201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720.913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Meredith Creme, Associate Human Resources Professional
DATE: Friday October 7, 2011
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday October 7, 2011** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO080004
Superseded General Decision No. CO20070004
Modification No. 20
Publication Date: 09-30-2011
(5 pages)

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

For questions call (720) 913-5009

Attachments as listed above.

General Decision Number: CO100004 09/30/2011 CO4

Superseded General Decision Number: CO20080004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Modification Number	Publication Date
0	03/12/2010
1	05/21/2010
2	06/04/2010
3	07/02/2010
4	07/09/2010
5	07/16/2010
6	08/06/2010
7	08/13/2010
8	09/24/2010
9	10/08/2010
10	01/21/2011
11	01/28/2011
12	02/11/2011
13	03/25/2011
14	05/06/2011
15	06/03/2011
16	06/24/2011
17	07/08/2011
18	07/15/2011
19	08/12/2011
20	09/30/2011

ASBE0028-001 07/01/2010

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

BRCO0007-001 01/01/2011

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

BRCO0007-005 06/01/2011

	Rates	Fringes
TILE SETTER.....	\$ 25.15	9.18

CARP0001-004 05/01/2009

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

CARP2834-001 05/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 27.60	10.65

ELEC0068-002 06/01/2011

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

ELEV0025-002 01/01/2011

	Rates	Fringes
Elevator Constructor.....	\$ 38.19	21.79

FOOTNOTE:

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

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

* ENGI0009-003 05/01/2011

	Rates	Fringes
Power equipment operator -		
crane		
141 tons and over.....	\$ 24.88	9.22
50 tons and under.....	\$ 23.82	9.22
51 to 90 tons.....	\$ 23.97	9.22
91 to 140 tons.....	\$ 24.12	9.22

* IRON0024-001 07/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.80	10.91

LABO0720-003 05/01/2009

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

PAIN0079-002 08/01/2010

	Rates	Fringes
Drywall Finisher/Taper		
Hand.....	\$ 18.69	6.11
Tool.....	\$ 19.04	6.11
Painters:.....	\$ 17.99	6.11
PAPERHANGER.....	\$ 18.69	6.11

PAIN0930-001 07/01/2009

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

PLAS0577-001 05/01/2010

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

PLUM0003-001 06/01/2011

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

PLUM0208-001 06/01/2011

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

SFCO0669-001 04/01/2011

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

SHEE0009-001 01/01/2011

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

SUCO2001-011 12/20/2001

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

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

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

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION

Career Service Authority
Supplemental to the Davis-Bacon *Building* Construction Project rates
(Specific to the Denver projects)
Supp #96, Date: 10-07-2011

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

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

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By_____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By_____

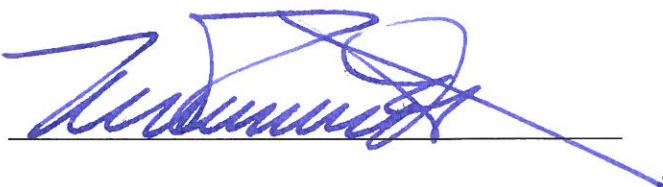
By_____

By_____



Contract Control Number: SHERF-201103350-00

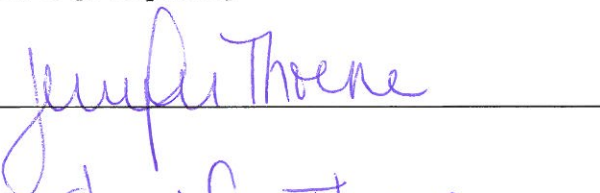
Contractor Name: SIERRA DETENTION SYSTEMS

By: 

Name: W. Russell Pilcher
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: 

Name: Jennifer Thoene
(please print)

Title: Asst Corporate Secretary
(please print)



	jail	court
5/1/2011		
6/1/2011		
7/1/2011		
8/1/2011		
9/1/2011		
10/1/2011		
11/1/2011		
12/1/2011		
1/1/2012		\$ 14,000.00
2/1/2012		\$ 14,000.00
3/1/2012	\$ 19,333.00	\$ 14,000.00
4/1/2012	\$ 19,333.00	\$ 14,000.00
5/1/2012	\$ 19,333.00	\$ 14,000.00
6/1/2012	\$ 19,333.00	\$ 14,000.00
7/1/2012	\$ 19,333.00	\$ 14,000.00
8/1/2012	\$ 19,333.00	\$ 14,000.00
9/1/2012	\$ 19,333.00	\$ 14,000.00
10/1/2012	\$ 19,333.00	\$ 14,000.00
11/1/2012	\$ 19,333.00	\$ 14,000.00
12/1/2012	\$ 19,333.00	\$ 14,000.00
	\$ 193,330.00	\$ 168,000.00
1/1/2013	\$ 20,300.00	\$ 14,700.00
2/1/2013	\$ 20,300.00	\$ 14,700.00
3/1/2013	\$ 20,300.00	\$ 14,700.00
4/1/2013	\$ 20,300.00	\$ 14,700.00
5/1/2013	\$ 20,300.00	\$ 14,700.00
6/1/2013	\$ 20,300.00	\$ 14,700.00
7/1/2013	\$ 20,300.00	\$ 14,700.00
8/1/2013	\$ 20,300.00	\$ 14,700.00
9/1/2013	\$ 20,300.00	\$ 14,700.00
10/1/2013	\$ 20,300.00	\$ 14,700.00
11/1/2013	\$ 20,300.00	\$ 14,700.00
12/1/2013	\$ 20,300.00	\$ 14,700.00
	\$ 243,600.00	\$ 176,400.00
1/1/2014	\$ 21,316.67	\$ 15,433.33
2/1/2014	\$ 21,316.67	\$ 15,433.33
3/1/2014	\$ 21,316.67	\$ 15,433.33
4/1/2014	\$ 21,316.67	\$ 15,433.33
5/1/2014	\$ 21,316.67	\$ 15,433.33
6/1/2014	\$ 21,316.67	\$ 15,433.33
7/1/2014	\$ 21,316.67	\$ 15,433.33
8/1/2014	\$ 21,316.67	\$ 15,433.33
9/1/2014	\$ 21,316.67	\$ 15,433.33
10/1/2014	\$ 21,316.67	\$ 15,433.33
11/1/2014	\$ 21,316.67	\$ 15,433.33
12/1/2014	\$ 21,316.67	\$ 15,433.33
	\$ 255,800.04	\$ 185,199.96

Grand TOTAL \$ 1,222,330.00

Contract Total \$ 1,222,330.00

	jail	court	invoice dates
5/1/2011		\$ 14,000.00	
6/1/2011		\$ 14,000.00	7/19/2011
7/1/2011		\$ 14,000.00	7/29/2011
8/1/2011		\$ 14,000.00	8/11/2011
9/1/2011		\$ 14,000.00	9/19/2011
10/1/2011		\$ 14,000.00	10/19/2011
11/1/2011		\$ 14,000.00	11/30/2011
12/1/2011		\$ 14,000.00	12/16/2011
1/1/2012		\$ 14,000.00	1/25/2012
2/1/2012		\$ 14,000.00	2/1/2012
3/1/2012	\$ 19,333.00	\$ 14,000.00	4/27/2012
4/1/2012	\$ 19,333.00	\$ 14,000.00	4/30/2012
5/1/2012	\$ 19,333.00	\$ 14,000.00	
6/1/2012	\$ 19,333.00	\$ 14,000.00	
7/1/2012	\$ 19,333.00	\$ 14,000.00	
8/1/2012	\$ 19,333.00	\$ 14,000.00	
9/1/2012	\$ 19,333.00	\$ 14,000.00	
10/1/2012	\$ 19,333.00	\$ 14,000.00	
11/1/2012	\$ 19,333.00	\$ 14,000.00	
12/1/2012	\$ 19,333.00	\$ 14,000.00	
	\$ 193,330.00	\$ 168,000.00	
1/1/2013	\$ 20,300.00	\$ 14,700.00	
2/1/2013	\$ 20,300.00	\$ 14,700.00	
3/1/2013	\$ 20,300.00	\$ 14,700.00	
4/1/2013	\$ 20,300.00	\$ 14,700.00	
5/1/2013	\$ 20,300.00	\$ 14,700.00	
6/1/2013	\$ 20,300.00	\$ 14,700.00	
7/1/2013	\$ 20,300.00	\$ 14,700.00	
8/1/2013	\$ 20,300.00	\$ 14,700.00	
9/1/2013	\$ 20,300.00	\$ 14,700.00	
10/1/2013	\$ 20,300.00	\$ 14,700.00	
11/1/2013	\$ 20,300.00	\$ 14,700.00	
12/1/2013	\$ 20,300.00	\$ 14,700.00	
	\$ 243,600.00	\$ 176,400.00	
1/1/2014	\$ 21,316.00	\$ 15,438.00	
2/1/2014	\$ 21,316.00	\$ 15,438.00	
3/1/2014	\$ 21,316.00	\$ 15,438.00	
4/1/2014	\$ 21,316.00	\$ 15,438.00	
5/1/2014	\$ 21,316.00	\$ 15,438.00	
6/1/2014	\$ 21,316.00	\$ 15,438.00	
7/1/2014	\$ 21,316.00	\$ 15,438.00	
8/1/2014	\$ 21,316.00	\$ 15,438.00	
9/1/2014	\$ 21,316.00	\$ 15,438.00	
10/1/2014	\$ 21,316.00	\$ 15,438.00	
11/1/2014	\$ 21,316.00	\$ 15,438.00	
12/1/2014	\$ 21,316.00	\$ 15,438.00	
	\$ 255,792.00	\$ 185,256.00	

Grand TOTAL \$ 1,334,378.00

