

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (“Agreement”) is made and entered into as of the date stated on City’s signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“City”), and **HENSEL PHELPS CONSTRUCTION CO.**, a partnership authorized to do business in Colorado (“Contractor”) (collectively “Parties”).

### WITNESSETH:

**WHEREAS**, City owns, operates, and maintains Denver International Airport (“DEN”); and

**WHEREAS**, City desires to obtain services for repair and maintenance of overhead and automatic doors at DEN; and

**WHEREAS**, City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by the Contractor; and

**WHEREAS**, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner;

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

### ARTICLE I LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “CEO”), her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Senior Vice President Airport Infrastructure Maintenance (“SVP”). The SVP will designate a Project Manager to coordinate Services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

### ARTICLE II DUTIES AND RESPONSIBILITIES OF CONTRACTOR

**A. Scope of Services.** Contractor will provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached **Exhibit A** (“Scope of Work”) in accordance with schedules and budgets set by City.

**B. Standard of Performance.** Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Contractor hereby represents and warrants to City it will perform its services skillfully, carefully, diligently, and in a first-class manner. Contractor agrees and understands City, in its sole discretion, shall determine whether services are provided in a first-class manner. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement.

**C. Key Personnel Assignments.**

1. All key professional personnel identified in the Scope of Work, **Exhibit A**, will be assigned by Contractor or subconsultants to perform work under this Agreement. Only the key personnel identified in **Exhibit A** will perform work under this Agreement, unless otherwise approved in writing by the Project Manager. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that Contractor's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

2. If, during the term of this Agreement, the Project Manager determines that the performance of approved key personnel is not acceptable, the Project Manager shall notify Contractor, and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance. If the Project Manager notifies Contractor that certain of its key personnel will not be retained on this project, Contractor will use its best efforts to obtain adequate substitute personnel within ten days from the date of the notice. Such substitute personnel shall be approved in writing by the Project Manager. Failure to obtain the requisite approval shall be grounds for termination for cause in accordance with the terms of this agreement.

**D. Subcontractors.**

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

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

3. Contractor is subject to D.R.M.C. § 20-112 wherein Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

**E. Ownership and Deliverables.** Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by the Contractor or any custom development work performed by the Contractor on or before the day of payment shall become the sole property of the City. Contractor, upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or

maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Contractor and the City. Contractor also agrees to allow the City to review any of the procedures the Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three years after termination of this agreement. Upon written request from the City, the Contractor shall deliver any information requested pursuant to this Article II within 10 business days in the event a schedule or otherwise agreed upon timeframe does not exist.

### **ARTICLE III TERM AND TERMINATION**

**A. Term.** The Term of this Agreement shall commence on January 1, 2020, and shall terminate December 31, 2022, unless sooner terminated in accordance with the terms stated herein ("Expiration Date"). It is also a specific provision of this Contract that the CEO in his or her discretion (or his/her designee) may renew and continue the Contract under the same terms and conditions as the original agreement for up to two (2) additional years in increments of one or two years. Though multiple extensions may be granted, in no event shall the total extensions total more than two years nor the total contract term more than five years. Should for any reason the Term expire prior to the completion by Contractor, in the CEO's sole discretion, this Agreement shall remain in full force and effect to permit completion of any services commenced prior to the Expiration Date.

**B. Termination.**

1. City has the right to terminate this Agreement without cause on thirty (30) days prior written notice to Contractor, and with cause on ten (10) days prior written notice to Contractor. In the event of termination by City for cause, Contractor shall be allowed five (5) days to commence remedying its defective performance, and in the event Contractor diligently cures its defective performance to City's satisfaction, within a reasonable time as determined solely by City, then this Agreement shall not terminate. However, nothing herein shall be construed as giving Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

2. If Contractor is discharged before all the services contemplated hereunder have been completed, or if Contractor's services are for any reason terminated, stopped or discontinued because of the inability of Contractor to provide services in accordance with the terms of this Agreement, Contractor shall be paid only for those services deemed by the CEO satisfactorily performed prior to the time of termination.

3. Upon termination of this Agreement by City, Contractor shall have no claim of any kind whatsoever against City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of City, Contractor shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Maximum Contract Liability.

## ARTICLE IV COMPENSATION AND PAYMENT

**A. Maximum Contract Liability.** Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00)** ("Maximum Contract Liability"). Contractor will be performing the services on a time and material basis up to the Maximum Contract Amount. Contractor's fee is based on the time required by its professionals to complete the services.

**B.** Contractor's materials costs and the materials costs and services provided by Contractor's subcontractors shall be marked-up by Contractor by no more than 15% for materials and parts directly purchased by Contractor and 12% for subcontracted services and materials and parts purchased by Contractor's subcontractors. City reserves the rights to provide any materials at its sole discretion and agrees that any materials provided by City shall not be subject to Contractor's warranty but any work provided by Contractor to install or maintain such materials shall be subject to Contractor's warranty and performance obligations.

**C.** The obligations of City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Contractor acknowledges and understands City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City.

**D.** Payment under this Agreement shall be paid from funds of the Airport System of the City and County of Denver and from no other fund or source. City has no obligation to make payments from any other source. City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

**E.** Contractor's fee is based on the time required by its employees and subcontractors to complete the services. Rates are set forth in **Exhibit E**.

**F. Payment Schedule.** Subject to the Maximum Contract Amount set forth in Section IV. A. of this Agreement, Contractor's fees and expenses shall be paid in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor will invoice the City on a regular basis in arrears, and the City will pay each invoice in accordance with Denver's Prompt Pay Ordinance, Denver Revised Municipal Code ("D.R.M.C.") § 20-107, *et seq.*, subject to the Maximum Contract Liability set forth above. Contractor understands and agrees interest and late fees shall be payable by City only to the extent authorized and provided for in City's Prompt Payment Ordinance. Travel and any other expenses are not reimbursable unless Contractor receives prior written approval of the Project Manager, and be related to and in furtherance of the purposes of the Contractor's engagement.

**G. Invoices.** Payments shall be based upon monthly progress invoices and receipts submitted by Contractor, audited and approved by City and this Section:

- (a) An executive summary and status reports that describe the progress of the services and summarize the work performed during the period covered by the invoice.

- (b) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Contractor and shall be available for examination by City, at City's request.
- (c) The amounts shown on the invoices shall comply with and clearly reference the relevant services, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.
- (d) Contractor shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- (e) The signature of an officer of Contractor, along with such officer's certification they have examined the invoice and found it to be correct, shall be included on all invoices.

City reserves the right to reject and not pay any invoice or part thereof where the CEO determines the amount invoiced exceeds the amount owed based upon the work performed. City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under this provision shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. § 5-17.

**H. Carry Over and Carry Back.** If Contractor's total fees for any of the services described above are less than the amount budgeted for, the amount by which the budget exceeds the fee may be used, with the written approval of the CEO or their designee, to pay fees for additional and related services rendered by Contractor in any other services if in the CEO or her designee's judgment, such fees are reasonable and appropriate.

## **ARTICLE V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION**

### **A. Insurance.**

1. Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in City's form of Insurance Requirements which are attached to this Agreement as **Exhibit B** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Contractor shall submit to City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, Contractor shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

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

3. Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

4. Unless specifically excepted in writing by City's Risk Management Administrator, Contractor shall include all subcontracts performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subcontractor, or each subcontractor shall provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Contractor shall insure that each subcontractor complies with all of the coverage requirements.

5. City in no way warrants and/or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, or employees. Contractor shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, Improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

6. The Parties hereto understand and agree that City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to City and County of Denver, its officers, officials and employees.

## **B. Defense and Indemnification.**

1. Contractor 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.

2. 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.

3. 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. In addition to the duty to indemnify and hold harmless, Contractor will have the duty to defend City, its agents, employees, and officers from all liabilities, claims, expenses,

losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, City, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Contractor.

4. 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.

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

### **C. Existing Utilities and Structures.**

1. The Contractor shall adequately protect the work, Airport property, adjacent property and the public. In the event of damage to facilities and/or disruption in services at the facilities, as a result of the Contractor's operations or lack thereof when required, the Contractor shall take immediate steps to notify the Project Manager and subsequently repair or restore all services to the satisfactory approval of the Project Manager. The Contractor shall also provide temporary services to maintain uninterrupted use of the facilities.

2. All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage.

3. The Project Manager, at his/her option, may elect to perform such repairs and deduct the cost of such repairs, replacements and outside services from the monthly charges by the Contractor.

**D. Dispute Resolution.** Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. §5-17. The parties agree that the determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

## **ARTICLE VI GENERAL TERMS AND CONDITIONS**

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

**B. Assignment.** Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Project Manager. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Project Manager, automatically terminate this

Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Project Manager.

**C. Compliance with all Laws and Regulations.** All of the work performed under this Agreement by Contractor shall comply with all existing and future laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of City and County of Denver.

**D. Compliance with Environmental Requirements.**

1. The Contractor in conducting any activity on the Airport shall comply with all applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes to the environment. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

In addition, Environmental Requirements include applicable Environmental Guidelines developed for DEN's Environmental Management System (EMS), as summarized in DEN Rules and Regulations Part 180 (Environmental Management) and DEN's Environmental Policy.

Part 180 and DEN's Environmental Policy can be found at the following addresses-

[http://www.flydenver.com/sites/default/files/rules/180\\_environmental.pdf](http://www.flydenver.com/sites/default/files/rules/180_environmental.pdf)  
<http://www.flydenver.com/sites/default/files/environmental/policy.pdf>

These Environmental Requirements include, but are not limited to, requirements regarding the storage, use, and disposal of Hazardous Materials, petroleum products; the National Environmental Policy Act (NEPA); the Clean Water Act (CWA); and all other federal, state, and local water, wastewater, and air quality regulations.

2. The Contractor shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements.

3. Prior to use, the Contractor shall provide to the City copies of Material Safety Data Sheets (MSDSs) for all chemicals or detergents to be used in its activities for approval. This obligation is continuing for the term of this Agreement, and the Contractor shall provide updated MSDSs and MSDSs for new chemicals, as such information is updated and as new chemicals or detergents are placed into use, as applicable.

4. The Contractor agrees to ensure that its operations hereunder are conducted in a manner that minimizes environmental impact through appropriate preventive measures. The Contractor agrees that it shall be responsible for any notice of violation from CDPHE, the City and

County of Denver or the EPA. The Contractor further agrees that it is responsible for the health and safety of its personnel in connection with such environmental requirements.

5. In the case of a release, spill or leak as a result of the Contractor's activities, the Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. The Contractor agrees that in such event it will immediately clean up all spills and the cleanup material must be disposed of offsite at the Contractor's sole expense. The Contractor agrees that it shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by the Contractor of any pollutant or hazardous material on or about the Airport.

**E. Compliance with Patent, Trademark and Copyright Laws.**

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

2. Contractor further agrees to release, indemnify and save harmless City, its officers, agents and employees, pursuant to Article V, Section B, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

**F. Notices.** Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Contractor to:

Chief Executive Officer  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by City to:

Hensel Phelps Construction Co.  
420 6<sup>th</sup> Avenue  
Greeley, CO 80631  
Attn: Edwin Glen Miller

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate

substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

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

**H. No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of City and Contractor that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**I. Governing Law; Bond Ordinances; Venue.**

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

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

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

**ARTICLE VII STANDARD CITY PROVISIONS**

**A. Diversity and Inclusiveness.**

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

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

**B. Small Business Enterprises.** Contractor is subject to City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. This Agreement has a 15% goal. The Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in

soliciting and contracting with its sub-contractors and sub-contractors in administering the performance of the work hereunder.

**C. City's Non-Discrimination Policy.** In connection with the performance of Services under this Agreement, Contractor agrees not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Contractor further agrees to insert the foregoing provision in all subcontracts hereunder

**D. Advertising and Public Disclosures.** Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Project Manager. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by City, and designs and renderings, if any, which have been accepted by City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

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

In the event of a request to City for disclosure of such information, time, and circumstances permitting, City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to City of all reasonable attorney fees, costs, and damages City may incur directly or may be ordered to pay by such court.

**F. Examination of Records.**

1. In connection with any services performed hereunder on items of work toward which federal funds may be received the City, the Federal Aviation Administration ("FAA"), the

Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

2. Contractor agrees until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of City, including the CEO, City's Auditor or their representatives, shall have the right to examine any pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

**G. Use, Possession or Sale of Alcohol or Drugs.** Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in City's barring Contractor from City facilities or participating in City operations.

**H. City Smoking Policy.** Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

**I. Conflict Of Interest.** Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. 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 Contractor by placing Contractor's own interests, or the interest of any party with whom Contractor has a contractual arrangement, in conflict with those of City. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict.

Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to City.

**J. Prohibition Against Employment Of Illegal Aliens To Perform Work Under this Agreement.**

1. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Municipal Code 20-90 and the Contractor is liable for any violations as provided in said statute and ordinance.

2. The Contractor certifies that:

- (a) 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.
- (b) 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.

3. The Contractor also agrees and represents that:
- (a) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (b) It shall not enter into a contract with a subcontractor or subconsultant 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.
  - (c) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
  - (d) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
  - (e) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
  - (f) 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 City Auditor under authority of D.R.M.C. §20-90.3.

**K. Funding Source.** Payment under this Agreement shall be paid from funds of the Airport System Fund of the City and County of Denver and from no other fund or source.

## **ARTICLE VIII STANDARD FEDERAL PROVISIONS**

**A. Sensitive Security Information.** Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“SSI”), as material is described in federal regulations, 49 C.F.R. part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations specifically, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN’s Security Office.

**B. DEN Security.** Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply

with said measures and such non-compliance results in a monetary penalty being assessed against City, then, in addition to any other remedies available to City, Contractor covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Contractor within fifteen (15) days from the date of the invoice or written notice.

**C. Federal Rights.** This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for DEN purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

## **ARTICLE IX PREVAILING WAGES**

### **A. Payment Of Prevailing Wages.**

1. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Contractor and its subcontractors under this Agreement (See **Exhibit F**). The wages shall be those prevailing as of the date of this Contract, and the Contractor shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.

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

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

4. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the

Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

5. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section, the CEO may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for Airport facilities while any such stop-work order is in effect or following termination for such cause.

6. Payment of "Fringe Benefits" as determined by the Career Service Board's current prevailing wage schedule is required except when the vendor attaches to his/her proposal a Conversion Fringe Benefit Schedule approved by the Career Service Authority as applicable to this contract only, and in which event, the vendor and all subcontractors hereunder as a part of this contract shall be required to pay to the workers, mechanics, and laborers affected, the approved conversion in lieu of the "Fringe Benefits" set forth in the Prevailing Wage Schedule.

**B. Minimum Wage Ordinance.**

The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code ("D.R.M.C."), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Contractor agrees that any contract with the City shall include a requirement that Contractor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Contractor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

**ARTICLE X CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**

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

- Appendix 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Insurance Requirements
- Exhibit E: Core Staff Rates
- Exhibit F: Prevailing Wages

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

Appendix 1  
Articles I through X hereof  
Exhibit A  
Exhibit F  
Exhibit E  
Exhibit B

## ARTICLE XI CITY EXECUTION OF AGREEMENT

**A. City Execution.** This Agreement is expressly subject to, and shall not become effective or binding on City, until it is fully executed by all signatories of City and County of Denver. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, and it may be signed electronically by either party in the manner specified by City.

**B. 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.

**[SIGNATURE PAGES FOLLOW]**

**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:** PLANE-201843835-00

**Contractor Name:** Hensel Phelps Construction Co.



By: Edwin Glen Miller

Name: Edwin Glen Miller  
(please print)

Title: V.P.  
(please print)

**ATTEST: [if required]**

By: Jennifer Imel

Name: Jennifer Imel  
(please print)

Title: Accountant  
(please print)



## **Appendix No. 1**

### **Standard Federal Assurances and Nondiscrimination**

## APPENDIX A

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Concessionaire, and the term "sponsor" shall mean the "City."

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

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

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

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

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of

paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX E

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

## EXHIBIT A

### SCOPE OF WORK AND TECHNICAL REQUIREMENTS

This is a non-exclusive contract to provide scheduled maintenance and scheduled or emergency repair services for the chillers, boilers and associated equipment at Denver International Airport. The City reserves the right to obtain similar services through other procurements. Any additional work required or recommended shall be otherwise provided. The City reserves the right to obtain repairs and services by authorized OEM dealers for particular equipment and to bid particular jobs when conditions allow, thereby procuring similar goods and services outside the agreement made pursuant to this proposal. Nothing in any agreement made pursuant to this Bidder's Proposal shall provide exclusive right to any business to any contractor. Contractor will be eligible to bid but the City will not be liable for failure to provide bid documents.

The Contractor shall provide all personnel, equipment, tools, materials, supervision, and all other items and services necessary to perform scheduled and unscheduled repair on the chillers, boilers and any associated equipment at Denver International Airport (DEN) for the Central Utility Plant, A Concourse (Pre-conditioned Air), and C Concourse (Pre-conditioned Air). The Contractor is required to perform all services including maintenance, repair and overhaul as necessary. Any required maintenance, overhaul or repair will be done according to the manufacturers' recommendations.

In situations when scheduled repair services are required, contractor shall evaluate work necessary and provide "not-to-exceed" estimate. The City may proceed on such work and contractor shall be responsible for the estimate or may elect to obtain services required under other procurement procedures. Contractor may be allowed to bid bidder's proposals for such work, but the City shall not be liable for failure to provide bid documents.

In case of call for immediate repair services, contractor shall first ascertain the number of workers needed, and then proceed to the job with the worker(s) required. Contractor shall commence work, and as soon as practicable, and in all cases by the following day, shall provide cost estimate to the DEN Contract Manager. The contractor shall be paid only for the number of workers authorized by the DEN Contract Manager.

No fuel surcharges or travel time to and from Denver International Airport will be allowed under this contract.

The Contractor must be licensed by the Community Planning division of the City and County of Denver for the work to be done and shall maintain a current license for the duration of the contract. The contractor must provide a copy of the current license and for all renewals that occur during the term of the contract.

#### EQUIPMENT

Chillers: Five Chillers are located in the Central Utility Plant, two on Concourse A and two on Concourse C, totaling nine. Seven chillers are manufactured by York, Inc. a division of Johnson Controls, Inc., four rotary screw compressors and three centrifugal compressor units. Two chillers are manufactured by Trane, a division of Ingersoll Rand, both using dual centrifugal compressors.

Note: This equipment will be removed and replaced with Trane Chiller equipment within next 3 years. Also see Schedule A for a list of existing equipment as well as equipment that is programmed to be removed and added or replaced within next three to four years.

Electric Motors: Electric constant speed motors drive all York Chillers; two on each concourse and three in the Central Utility Plant. Motor specifications: Four 163 HP, 460 VAC 3 PH motors (Concourse A & C) and three 3000 HP, 4160 VAC motors (Central Utility Plant.) Four variable speed driven motors drive the two Trane Centri-Vac chillers (Central Utility Plant) Motor specifications: Two motors of 794 HP and two motors of 819 HP each at 4160 VAC.

Computers: \_ Operation of the York chillers and associated equipment are controlled by computerized systems. In the Central Utility Plant, the control panels for the York OM chillers are York Omni View Panels. Control panels on the Trane chillers are Trane Tracer AdaptiView. These systems are integrated into the Central Utility Plant Johnson Controls Metasys CPO 30 system. In the Pre-conditioned Air plants on Concourses A & C, the York chillers operate through York ISN which is connected into the Honeywell EBI System. The Contractor shall be responsible for complete understanding, knowledge and skills necessary to operate the chiller control systems. These skills will be essential for system diagnostics or shut-down functions required to protect the system.

**PERSONNEL**

The Contractor shall provide a Project Manager who shall be responsible for performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Manager is absent shall be designated in writing to the DEN Contract Manager. The Project Manager or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to day-to-day performance of this contract.

"Journeyman" is defined for purposes of this agreement as a tradesman, craftsman, or technician, skilled in the service performed and who has a minimum of five years of experience or certification of completion of a bona fide apprenticeship program for the trade, fully competent to do the work, ordinarily and regularly paid at the prevailing rate for the trade, and may apply to any gender.

The Contractor must have at least two persons employed with factory authorized training, or a demonstrated equivalency, to be determined by DEN personnel and the Purchasing Department in repair and maintenance of York and Trane equipment of the type and models at Denver International Airport. If applicable include a copy of factory documentation of such training with bid.

Provide personnel factory trained to repair and maintain the following equipment until it is removed from site and replaced with Trane Chiller Equipment. Exact Model and make of the new Trane equipment has not yet been determined as of this writing.

<b>YORK</b>	<b>TRANE</b>
Centrifugal Chiller OM-4150	Centrifugal Chiller Duplex (CDH) <b>CDHF2550</b>
Rotary screw chiller YSCACA52CG	

Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company and employee name.

Contractor employees performing on this contract are subject to the City's acceptance. All contractor employees shall be properly badged and have a valid Colorado driver's license, proof of insurance with logo of company on vehicle.

City employees shall be allowed to observe and/or assist when possible as a means of training and education. This requirement shall not relieve the Contractor of responsibility for the proper maintenance of equipment and systems.

#### QUALITY CONTROL

The Contractor shall establish and maintain a complete Quality Control Plan to assure the requirements of the contract are provided as specified. One copy of the Contractor's Quality Control Plan shall be provided to the DEN Contract Manager for approval not later than the pre- performance conference. An updated copy must be provided to the DEN Contract Manager as changes occur. The plan shall include:

Complete maintenance of on-site records of all repairs made by the Contractor and any necessary corrective action taken. This documentation shall be available to the DEN Contract Manager, the Central Utility Plant Supervisor, and all plant operations staff at all times.

The DEN Contract Manager shall have full access to all records and authority to demand submittal of missing documents.

#### QUALITY ASSURANCE

The City will evaluate the Contractor's performance under this contract by observing performance of the work. These observations will be recorded by the City. When an observation indicates defective performance, the City will request the Contractor's representative to take immediate corrective action. This requirement shall not relieve the Contractor of responsibility for proper repair of the system.

HVAC System Performance Evaluation Meetings: The Contractor shall meet with the City quarterly to review all reports and test results with the City and make recommendations for equipment, piping, and efficiency improvements for consideration by the City. The Contractor will identify any problems or concerns relating to the equipment, operation, training needs and provide solutions for consideration by the City.

#### PHYSICAL SECURITY

The Contractor shall be responsible for safeguarding all property provided for Contractor use. At the close of each work period, facilities, equipment and materials shall be secured.

#### HOURS OF OPERATION

Operation of the DEN facility is 24 hours. The City shall view any emergency as standard time including all recognized holidays.

#### EMERGENCY SERVICE CALLS

The Contractor is required to maintain a thirty (30) minute telephone call back, with a maximum of two (2) hour on-site response in emergencies.

Emergencies shall be determined by the DEN Contract Manager and/or the Central Utility Plant supervisor.

#### CONTRACTOR USE OF CITY UTILITIES

Use of City utilities will be under the direction of DEN personnel. To limit demand charges from the electrical utility to the City, the contractor may be directed to start large equipment for testing during off-peak or after-hours by the DEN Contract Manager.

#### PARTS AND MATERIALS

The Contractor is responsible for supplying parts and system subcomponents. The contractor shall have the spare parts recommended by the chiller manufacturers available to affect any service and/or repairs within 24 hours of notification from the City. The City reserves the right to provide any and/or all parts and materials if the DEN Contract Manager deems it to be in the best interest of the City.

Contractor's materials costs and the materials costs and services provided by Contractor's subcontractors shall be marked-up by Contractor by no more than 15% for materials and parts directly purchased by Contractor and 12% for subcontracted services and materials and parts purchased by Contractor's subcontractors. City reserves the rights to provide any materials at its sole discretion and agrees that any materials provided by City shall not be subject to Contractor's warranty but any work provided by Contractor to install or maintain such materials shall be subject to Contractor's warranty and performance obligations.

The City shall make the determination whether parts or materials are reusable. Any part or material that can be rebuilt and reused shall be kept on site for stock and remain the property of the City and County of Denver. Exceptions to this are parts used in exchange as core for replacement parts or subcomponents. All other parts and materials that cannot be reused in their current state shall be disposed of by the Contractor at his expense. This includes refrigerants, oils and coolants.

All materials left over from the job but charged to the City and all equipment or materials removed from the City's equipment shall remain the property of the City unless released by the City's representative as unsalvageable waste. Waste from the job shall be removed from the City's premises and disposed of properly by the contractor.

In the event hazardous materials are encountered, Contractor shall notify the City and the City will be responsible for abatement.

## WARRANTY OF SUPPLIES AND SERVICES

Notwithstanding inspection and acceptance by the City of supplies or services furnished under this contract:

The Contractor warrants that for one (1) year from date or acceptance by the City, all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and any supplies or parts thereof, corrected or furnished in replacement under this contract shall also be subject to the terms of this section to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that stated above and shall run from the date of delivery of the corrected or replaced supplies.

The Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Director for Maintenance or his designee shall give written notice of any defect or nonconformance to the Contractor within 90 days from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the City does not require correction or re-performance. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this provision to the same extent as work initially performed.

The Contractor shall be responsible for exercising all manufacturers' warranties. The Contractor shall be responsible for the installation of replacement parts at no additional cost to the City, unless otherwise provided for by the manufacturer's warranty.

## CONTRACTOR CLEAN-UP

The Contractor shall maintain a clean and neat work area at all times. The work area shall be free from accumulations of waste material, rubbish, tools, scaffolding, equipment and materials not the property of the City.

Dump fees and other direct expenses may be charged at cost plus 5%.

## DOCUMENTATION AND RECORDS

All documentation, records, schedules, etc. as described in the Scope of Work that are the responsibility of the Contractor and are the property of the City shall remain so upon completion of this contract. The Contractor shall be responsible for keeping these items current at all times and shall maintain complete sets of all documentation and records on-site at all times. All documents shall be

A description of the work performed, and materials used shall be submitted to the DEN Contract Manager as it is completed.

## COORDINATION WITH OTHER CONTRACTORS

The City may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and City employees and carefully fit his own work to such additional work as may be directed by the City. The Contractor shall not commit or permit

any act which will interfere with the performance of work by any other Contractor or by City employees.

## FIRE PROTECTION

Contractor will specifically adhere to the following:

Contractor will assure that all employees are familiar with fire reporting procedures and with the location of the nearest reporting box and/or administrative telephone.

Before any cutting/welding operation is started, notice must be given to and approval obtained from the appropriate City representative. Hot work permits as needed shall be obtained as per Denver Fire Department regulations.

## VEHICLES

All Contractor vehicles shall be in good mechanical condition and present a neat and clean appearance. Each vehicle shall have the name of the Contractor neatly and clearly exhibited on each side of the cab. All operators shall have a current Colorado driver's license and shall operate vehicles to comply with traffic regulations. Vehicle mounted radio equipment and frequencies shall conform to all applicable City procedures. Vehicles shall be subject to inspection by authorities to assure compliance with requirements.

## INSURANCE

The Contractor shall submit, and keep in force, all insurance requirements deemed necessary by the City. This may include special requirements for airside access when applicable.

SCHEDULE A

PARTIAL EQUIPMENT COVERED UNDER THIS AGREEMENT - CENTRAL UTILITY PLANT

This is not a conclusive list. There are several capital improvement projects currently under design and construction that will not be completed until 3-4 years from today. All installed equipment located in the utility plant and in the PC Air Plants located on A and C Concourses and associated items will also be covered under this agreement.

<b>Existing Equipment</b>						
Equipment Type	QTY	Manufacturer	Mod #	Ser #	Rating	
Hot water Pump	4	Grundfos/Paco	Paco-KP	1971126112-10A	685 GPM	
				1971126112-10B		
				1971126112-10C		
				1971126112-10D		
Hot water Pump	2	Grundfos/Paco	KP	1971126133-10a	2200 GPM	
				1971126133-10B		
Condenser Water Pump 4A & 4B	1	Pentair	ENUSI-500.400	2399722-0	15000 GPM	
Chilled Water Pump	1	Pentair	14-2396243	12 X 14 X 18A		
Boiler	3	Cleaver Brooks	FLX	012301-1-1	25 MBU	
				012301-1-2		
				012301-1-3		
Boiler	1	Cleaver Brooks		RT4371G	75000 LB.HR	
Cooling Tower	8	Ceramic Cooling Tower	CT-1688			
VFD	3	Siemens	M6SR42020DB340AK0-Z	PTVFD14937		
VFD	3	Eaton	HMX027A4NAL3	12877969		
VFD	2	Eaton	HMXZ40E4NAL3	12878789		
Air Compressor	2	Gardner Denver	EBQ990	S3551818	125 PSI	
Air Compressor	1	Gardner Denver	EBQ99M	S368881	125 PSI	
<b>Future Equipment</b>						
Trane Chiller	6	Trane	TBD	TBD	2500 tons	
Condenser Pumps	8	TBD	TBD	TBD	TBD	
Chill Water Pump	1	TBD	TBD	TBD	TBD	
Boiler	5	TBD	TBD	TBD	TBD	
Hot Water Pumps	5	TBD	TBD	TBD	TBD	
<b>Removing Equipment</b>						
Centrifugal Chiller	3	York	OM-4150	JAP002635	4150 tons	
				JAP002633		
				JAP002218		
Vertical Turbine Pump	5	Simmons	SR28C			
Condenser WaterPumps	4	Bell & Gossett	WSDD/H 653101 24X20			
Boilers	3	International Boiler Works	TJW C-5	329	62,500 MBU	
				330		
				331		
Hot Water Pumps	3	Bell & Gossett	150 HSCS 8X8X17			

NOTE: Place Schedule A here and use this Partial equipment list that shows existing equipment currently installed and operational as well as future or planned equipment that will be installed within next 3-4 years and equipment programmed to be removed in support of the installation of new equipment also within the next few years as follows:

SCHEDULE B

EQUIPMENT LIST THAT WILL COVERED UNDER THIS AGREEMENT - PRE-CONDITIONED AIR PLANTS CONCOURSES A & C. Note this equipment is also under design and is programmed for replacement within the next 3-4 years from today.

Equipment Type	Location and unit#	Manufacturer	Model#-	Serial#
Rotary Screw Chiller	A concourse C-1	York	YSCACA52CG	SGBM92 931361
Rotary Screw Chiller	A concourse C-2	York	YSCACA52CG	SGBM92 931359
Rotary Screw Chiller	C concourse C-1	York	YSCACA52CG	SGBM92 931360
Rotary Screw Chiller	C concourse C-2	York	YSCACA52CG	SGBM92 931294

SCHEDULE C

YORK MANUFACTURED PARTS LIST DENVER INTERNATIONAL AIRPORT

OM4150 - YORK S.O. 91-951066

The recommended spare parts for the Multi-Stage Centrifugal Compressor may be found on the compressor sectional: York Drawing No. 381-05862D, Sheet 2 of 2. Recommended spares are indicated with a triangle next to the B/M item number. (Quantities are per unit). In addition to the parts on the sectional drawing, recommended compressor spares shall include but are not limited to the following:

The spare parts listed above are not in stock at DEN. The parts listed shall be purchased and maintained by the Contractor to minimize downtime. All unused parts stocked by the Contractor will be purchased by the City at the termination of the contract for the current parts price plus mark up as allowed by this contract.

Quantity Per Unit	Description	York Part No.
9	Cartridge, Oil Filter	026-11255
1	Kit, Seal Replacement for (Tuthill-3G)	026-20340
	Auxiliary Oil Pump	
1	Heater, Oil (1000 Watt)	025-09445
1	Pump, Auxiliary Oil (460-3-60)	026-20909A
2	Bearing Temperature Sensor	025-2946B004
	Sensor, High Discharge Temperatures	(TT-401)
	Sensor, High Suction Brg. Rtn. Oil Temperature	(TT-402)
<b>Spare Parts for the Refrigerant Condenser (P.N. 376-76673D000)</b>		
120 Ft.	Extrusion Gasket (Waterbox Covers)	028-08353A
30 Ft.	Channel Gasket	028-08373A
<b>Spare Parts for Cooler (P.N. 376-76672D000)</b>		
120 Ft.	Extrusion Gasket (Waterbox Covers)	028-08353A
30 Ft.	Channel Gasket	
<b>Miscellaneous Spare Parts</b>		
1	2" Bursting Disk @ 250 Lb. (System Relief)	026-31308A
2	1" Bursting Disk @ 300 Lb. (Pumpout Relief)	026-29292B006
2	Intercooler Gaskets (Covers)	066-71582
2	Packing, Intercooler (Float Adjuster)	028-01100K
2	Cartridge, Oil Return Filter	026-20990
1	Heater, Immersion - 1000 W 1-1/4 NPTE	025-09491
1	Temperature Switch (Oil Return)	025-26786
1	Valve, Sol. 3/4" (Oil Return)	025-18811
1	Valve, Sol. 2" (Liquid Injection)	025-21030
1	Plug, Sight 2"	026-18004
1	Sensor, Temperature (TT-101/103)	025-29426B005
2	Sensor, Temperature (TT-601/602/603/604)	025-29426B002
1	Transmitter, Pressure 0-100 PSIG (PT-501/502)	025-28819
2	Transmitter, Pressure 0-200 PSIG (PT-101/103/403/404)	025-28820
1	Transmitter, Press, 0-300 PSIG (PT102/402/401)	025-28821
1	Control, Pressure (PSHH-102A)	025-29244
1	Transducer (TY-602A)	025-28799

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
PROFESSIONAL SERVICES AGREEMENTS  
[EXHIBIT C]**

**A. Certificate Holder**

The certificate shall be issued to: CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard, Suite 8810  
Denver CO 80249  
Attn: Risk Management

**B. Acceptable Certificate of Insurance Form and Submission Instructions**

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) must be emailed in pdf format to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com)
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

**C. Coverages and Limits**

## 1. Commercial General Liability:

Consultant shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations annual aggregate and \$2,000,000 policy and project/location annual aggregate. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

## 2. Business Automobile Liability:

Consultant shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Consultant does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.
- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.

3. **Workers' Compensation and Employer's Liability Insurance:**  
Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$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.
  - a. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.
4. **Professional Liability (Errors and Omissions) Insurance:**  
Consultant shall maintain a minimum limit of \$5,000,000 each claim and annual aggregate, providing coverage for all applicable services outlined in [Exhibit A].
5. **Contractor's Pollution Legal Liability:**  
Consultant shall maintain coverage for its work site operations that are conducted on DEN's premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and aggregate resulting from claims arising out of a pollution condition or site environmental condition resulting out of work site operations on DEN's premises.
  - a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on the DEN premises.
  - b. For the purpose of this provision, work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting Consultant's covered operations.
6. **Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):**  
Consultant shall maintain a limit no less than \$2,000,000 each claim and annual aggregate; \$2,000,000 each claim and annual aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.
  - a. Coverage shall include professional misconduct or lack of ordinary skill for those positions defined in [Exhibit A].
  - b. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
7. **Excess/Umbrella Liability:**  
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are

related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

**D. Reference to Project and/or Contract**

The City Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

**E. Additional Insured**

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), Consultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, agents, employees and volunteers as Additional Insureds by policy endorsement.

**F. Waiver of Subrogation**

For all coverages required under this Agreement, Consultant's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, agents, employees and volunteers by policy endorsement.

**G. Notice of Material Change, Cancellation or Nonrenewal**

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

**H. Additional Provisions**

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the policyholder.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City, excluding Professional Liability and Workers' Compensation policies, if required.
5. Coverage limits purchased by Consultant greater than the minimum amounts required under this Agreement must be referenced on any provided certificate of insurance and extended to the benefit of the City.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
7. Consultant 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 Consultant will procure such per occurrence limits and furnish a new certificate of insurance

showing such coverage is in force.

8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to the City at the time Consultant signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: 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 Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage shall be allowed without the review and approval of DEN Risk Management.
13. Vendor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.

# Exhibit E

## Core Staff Rate Proposal

### Professional Services Agreements

## Hensel Phelps Construction Co.

**Contract Name:** Central Utility Plant Mechanical Services

**Contract Number:** 201843835

**“Company Proprietary Information”**

Release to others outside the Denver International Airport Planning and Development Division is PROHIBITED without the expressed written permission from the company named above.

This Excel worksheet file is password protected. Any attempt to break the passwords or alter the worksheet formulas will disqualify the proposer from further consideration and may be grounds for termination of the contract.

Revision Date: 2013-08-21

**City and County of Denver**



**Airport Infrastructure Management Division**

**CONFIDENTIAL INFORMATION**

# Exhibit E

## Company & Contract Information

*If you have more than 45 subconsultants to report, see the Instructions tab.*

	Prime Consultant Name	DIA Contract No.:	
	<b>Hensel Phelps Construction Co.</b>	<b>201843835</b>	
	DIA Contract Name:		
	<b>Central Utility Plant Mechanical Services</b>		
	<b><u>Prime Consultant and Subconsultant(s) Listing</u></b> If there will be both Home and Field employees charged to this project enter the Company two separate times with the Home and Field reference to charge two different Multiplier Factors. Enter as: Company Name - Home Company Name - Field	Multiplier Factor	MBE WBE SBE or DBE
1	Hensel Phelps Construction Co. - Home	2.1902	
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# Exhibit E

## Hensel Phelps Construction Co. Core Staff Labor Rate Schedule

	Select the Consultant / Company (Use the elevator bar to get to the top of the list)	Enter the Employee Name	Select the appropriate Job Title	If "Other" is selected in column 'D', enter actual Job Title	Select the appropriate Experience Level	Enter the Employee Hourly Wage (Salary / 2,080)	Multiplier Factor	Hourly Rate Charged to the City
1	Hensel Phelps Construction Co. - Home	Paul Rampaart	Other	Account Manager	Level V, Managerial	\$54.23	2.1902	\$118.77
2	Hensel Phelps Construction Co. - Home	Scott Claghorn	Other	Account Manager	Level V, Managerial	\$54.81	2.1902	\$120.04
3	Hensel Phelps Construction Co. - Home	Samuel Evans	Maintenance Manager		Level III, Full Experience	\$39.23	2.1902	\$85.92
4	Hensel Phelps Construction Co. - Home	Greg Holroyd	Other	Director Mechanical Services	Level V, Managerial	\$70.14	2.1902	\$153.62
5	Hensel Phelps Construction Co. - Home	Robert Shaw Jr.	Other	Manager of Technical Services	Level V, Managerial	\$80.63	2.1902	\$176.60
6	Hensel Phelps Construction Co. - Home	Jeremy Sanchez	Other	Director of Electrical Services	Level V, Managerial	\$49.18	2.1902	\$107.71
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Exhibit E



Subcontractor Rate Sheet								
M/WBE Participation	Subcontractor	Position	Hourly Base Rate	Multiplier	Standard Rate	Overtime Rate	Double Time Rate	Notes
	Hensel Phelps	Account Manager - Paul Rampaart	\$ 54.23	2.1902	\$ 118.77	\$ 118.77	\$ 118.77	
	Hensel Phelps	Account Manager - Scott Claghorn	\$ 54.81	2.1902	\$ 120.04	\$ 120.04	\$ 120.04	
	Hensel Phelps	Maintenance Manager - Sam Evans	\$ 39.23	2.1902	\$ 85.92	\$ 85.92	\$ 85.92	
	Hensel Phelps	Director of Mechanical Services - Greg Holroyd	\$ 70.14	2.1902	\$ 153.62	\$ 153.62	\$ 153.62	
	Hensel Phelps	Manager of Technical Services - Robert Shaw	\$ 80.63	2.1902	\$ 176.60	\$ 176.60	\$ 176.60	
	Hensel Phelps	Director of Electrical Services - Jeremy Sanchez	\$ 49.18	2.1902	\$ 107.71	\$ 107.71	\$ 107.71	
X	JCOR Mechanical, Inc.	Foreman	\$ 64.77	1.6600	\$ 107.52	\$ 156.80	\$ 199.36	Standard rate is for 8 hours or less from Monday through Friday. Overtime rate is for over 8 hours or all day Saturday. Double time is all day Sunday and Holidays. Emergency work will be billed per the rate schedule above depending on the time of the emergency. Not set up to handle 24-hour emergency work.
X	JCOR Mechanical, Inc.	Superintendent	\$ 64.77	1.6600	\$ 107.52	\$ 156.80	\$ 199.36	
X	JCOR Mechanical, Inc.	Journeyman	\$ 59.82	1.7600	\$ 105.28	\$ 153.44	\$ 194.88	
X	JCOR Mechanical, Inc.	Project Manager	\$ 65.16	1.6500	\$ 107.52	\$ 156.80	\$ 199.36	
X	JCOR Mechanical, Inc.	Safety Officer	\$ 59.56	1.7300	\$ 103.04	\$ 150.08	\$ 190.40	
X	Reliant Energy Systems	Project Manager	\$ 70.00	1.4586	\$ 102.10	\$ 153.15	\$ 204.20	Standard rate is for 12 hours or less worked in a day up to 40 hours for the week. Overtime is for more than 12 hours worked in a day or over 40 hours in a week or all day Saturday. Double time is for all day Sunday and Holidays. Emergency work will be billed at the overtime rate unless the work is on a Sunday or Holiday, in which the double time rate will be used.
X	Reliant Energy Systems	Superintendent	\$ 57.57	1.4585	\$ 83.97	\$ 125.94	\$ 167.91	
X	Reliant Energy Systems	Foreman	\$ 71.04	1.4585	\$ 103.61	\$ 122.40	\$ 155.46	
X	Reliant Energy Systems	Field Labor	\$ 71.04	1.4585	\$ 103.61	\$ 122.40	\$ 155.46	
	Siemens	Field Engineer	\$ 256.94	0.8500	\$ 218.40	\$ 327.60	\$ 436.80	Standard rate is Monday through Friday for up to 8 hours in a day during normal business hours (7AM - 5 PM). Overtime rate is greater than 8 hours or work outside normal business hours Monday through Friday and all day Saturday. Double time rate is all day Sunday and Holidays. Emergency work will be billed per the rate schedule above depending on the time called out. There is a 4 hour minimum for calls that occur after hours, on weekends, or holidays.
X	St. Andrews Electric	Foreman	\$ 71.68	1.2500	\$ 89.60	\$ 106.40	\$ 123.20	Standard rate is for 8 hours or less from Monday through Friday. Overtime rate is for over 8 hours or all day Saturday. Double time is all day Sunday and Holidays. Emergency work will be billed per the rate schedule above depending on the time of the emergency. Not set up to handle 24-hour emergency work.
X	St. Andrews Electric	Journeyman	\$ 67.20	1.2500	\$ 84.00	\$ 100.80	\$ 117.60	
X	St. Andrews Electric	Apprentice	\$ 53.76	1.2500	\$ 67.20	\$ 87.36	\$ 107.52	
	Trane	Technician	\$ 210.56	1.0000	\$ 210.56	\$ 315.84	\$ 421.12	Standard rate is from Monday through Friday 7AM - 5PM. Overtime rate is from Monday through Friday 5PM - 7AM or all day Saturday. Double time is all day Sunday and Holidays. Emergency work will be billed per the rate schedule above depending on the time of the emergency.
	Trane	One Time Trip Charge	\$ 112.00	1.0000	\$ 112.00			
	Murphy Company	Field Superintendent	\$ 87.09	1.3320	\$ 129.92	\$ 194.88	\$ 259.84	Standard rate is from Monday through Friday 7AM - 4PM for 8 hours or less. Overtime rate is from Monday through Friday 4PM - 7AM, all day Saturday, or when time worked is greater than 8 hours. Double time is all day Sunday and Holidays. Emergency work will be billed per the rate schedule above depending on the time of the emergency.
	Murphy Company	Maintenance Specialist	\$ 82.58	1.3320	\$ 123.20	\$ 184.80	\$ 246.40	
	Murphy Company	Maintenance Manager	\$ 97.60	1.3320	\$ 145.60	\$ 218.40	\$ 291.20	
	Murphy Company	Construction Manager	\$ 97.60	1.3320	\$ 145.60	\$ 218.40	\$ 291.20	
	Murphy Company	Project Manager	\$ 90.09	1.3320	\$ 134.40	\$ 201.60	\$ 268.80	
	Murphy Company	Construction Representative	\$ 78.08	1.3320	\$ 116.48	\$ 174.72	\$ 232.96	
	Murphy Company	Engineer 9/Department Head	\$ 97.60	1.3320	\$ 145.60	\$ 218.40	\$ 291.20	
	Murphy Company	Engineer 7	\$ 90.09	1.3320	\$ 134.40	\$ 201.60	\$ 268.80	
	Trautman Shreve	Safety	\$ 39.82	1.9800	\$ 78.85	\$ 101.49	\$ 121.34	
	Trautman Shreve	Quality Control	\$ 39.82	1.9800	\$ 78.85	\$ 101.49	\$ 121.34	
	Trautman Shreve	Material Handler	\$ 34.29	1.7900	\$ 61.39	\$ 79.39	\$ 96.50	
	Trautman Shreve	Sheet Metal - Shop						
	Trautman Shreve	General Foreman	\$ 50.57	1.8300	\$ 92.55	\$ 118.82	\$ 143.99	
	Trautman Shreve	Foreman	\$ 46.74	1.8900	\$ 88.35	\$ 112.82	\$ 136.18	
	Trautman Shreve	Journeyman	\$ 51.93	1.6200	\$ 84.13	\$ 111.14	\$ 137.01	
	Trautman Shreve	Apprentice 5	\$ 44.65	1.6500	\$ 73.67	\$ 96.95	\$ 119.32	
	Trautman Shreve	Apprentice 4	\$ 41.47	1.6500	\$ 68.43	\$ 89.85	\$ 110.47	
	Trautman Shreve	Apprentice 3	\$ 37.83	1.6700	\$ 63.18	\$ 82.72	\$ 101.58	



**2**  
Cost Effectiveness

Subcontractor Rate Sheet								
M/WBE Participation	Subcontractor	Position	Hourly Base Rate	Multiplier	Standard Rate	Overtime Rate	Double Time Rate	Notes
	Trautman Shreve	Apprentice 2	\$ 34.30	1.6900	\$ 57.97	\$ 75.66	\$ 92.77	Regular time is for work performed for less than 40 hours in a week (Monday - Friday) and less than 10 hours in a day. Overtime rate is for hours worked in excess of 40 hours in a week or 10 hours in a day or all day on Saturday. Double time rate is for work performed on Sunday or Holidays. Emergency work will be billed per the rate schedule above depending on the time of the emergency.
	Trautman Shreve	Sheet Metal - Field						
	Trautman Shreve	General Foreman	\$ 48.71	1.8600	\$ 90.61	\$ 116.07	\$ 140.39	
	Trautman Shreve	Foreman	\$ 45.24	1.9100	\$ 86.41	\$ 110.06	\$ 132.59	
	Trautman Shreve	Journeyman	\$ 39.70	1.7600	\$ 69.88	\$ 90.76	\$ 110.52	
	Trautman Shreve	Apprentice 5	\$ 33.79	1.8000	\$ 60.82	\$ 78.59	\$ 95.46	
	Trautman Shreve	Apprentice 4	\$ 31.28	1.8100	\$ 56.62	\$ 72.96	\$ 88.51	
	Trautman Shreve	Apprentice 3	\$ 28.46	1.8400	\$ 52.37	\$ 67.27	\$ 81.50	
	Trautman Shreve	Apprentice 2	\$ 25.90	1.8600	\$ 48.17	\$ 61.64	\$ 74.57	
	Trautman Shreve	Plumber/Pipefitter - Shop						
	Trautman Shreve	General Foreman	\$ 51.96	1.7900	\$ 93.00	\$ 121.71	\$ 147.62	
	Trautman Shreve	Foreman	\$ 49.89	1.8200	\$ 90.80	\$ 118.57	\$ 143.54	
	Trautman Shreve	Journeyman	\$ 54.69	1.5800	\$ 86.41	\$ 98.18	\$ 109.27	
	Trautman Shreve	Apprentice 5	\$ 49.92	1.5900	\$ 79.37	\$ 106.79	\$ 131.82	
	Trautman Shreve	Apprentice 4	\$ 43.57	1.6600	\$ 72.32	\$ 96.07	\$ 117.86	
	Trautman Shreve	Apprentice 3	\$ 39.62	1.7000	\$ 67.36	\$ 88.84	\$ 108.64	
	Trautman Shreve	Apprentice 2	\$ 36.05	1.5500	\$ 55.88	\$ 75.22	\$ 93.16	
	Trautman Shreve	Apprentice 1	\$ 32.20	1.5900	\$ 51.20	\$ 68.39	\$ 84.47	
	Trautman Shreve	Plumber/Pipefitter - Field						
	Trautman Shreve	General Foreman	\$ 48.30	1.8400	\$ 88.87	\$ 115.81	\$ 139.96	
	Trautman Shreve	Foreman	\$ 48.29	1.8400	\$ 88.86	\$ 115.80	\$ 139.93	
	Trautman Shreve	Journeyman	\$ 42.69	1.6900	\$ 72.15	\$ 96.25	\$ 117.54	
	Trautman Shreve	Apprentice 5	\$ 37.73	1.7200	\$ 64.89	\$ 86.11	\$ 104.93	
	Trautman Shreve	Apprentice 4	\$ 31.26	1.8500	\$ 57.83	\$ 75.35	\$ 90.93	
	Trautman Shreve	Apprentice 3	\$ 31.60	1.8300	\$ 57.83	\$ 75.35	\$ 90.93	
	Trautman Shreve	Apprentice 2	\$ 29.52	1.6400	\$ 48.41	\$ 64.55	\$ 79.28	
	Trautman Shreve	Apprentice 1	\$ 25.72	1.7000	\$ 43.72	\$ 57.72	\$ 70.59	
	Intermountain Electric	Service Electrician	\$ 83.79	1.2699	\$ 106.40	\$ 145.60	\$ 188.16	
	Sturgeon Electric	Graveyard Shift						
	Sturgeon Electric	General Foreman	\$ 56.40	1.7296	\$ 97.55	\$ 135.36	\$ 173.16	Standard rate is from Monday through Friday 7AM - 4PM for 8 hours or less. Overtime rate is from Monday through Friday 4PM - 7AM, all day Saturday, or when time worked is greater than 8 hours. Double time is all day Sunday and Holidays. Emergency work will be billed per the rate schedule above depending on the time of the emergency.
	Sturgeon Electric	Foreman	\$ 51.71	1.7615	\$ 91.09	\$ 125.74	\$ 160.38	
	Sturgeon Electric	Journeyman	\$ 47.01	1.8001	\$ 84.62	\$ 116.11	\$ 147.62	
	Sturgeon Electric	Apprentice	\$ 32.91	1.8972	\$ 62.43	\$ 84.43	\$ 106.48	
	Sturgeon Electric	Project Manager	\$ 54.77	1.6000	\$ 87.63	\$ 87.63	\$ 87.63	
	Sturgeon Electric	Project Engineer	\$ 43.71	1.6000	\$ 69.93	\$ 69.93	\$ 69.93	
	Sturgeon Electric	Swing Shift						
	Sturgeon Electric	General Foreman	\$ 53.96	1.7455	\$ 94.19	\$ 130.36	\$ 166.51	
	Sturgeon Electric	Foreman	\$ 49.47	1.7788	\$ 88.00	\$ 121.15	\$ 154.29	
	Sturgeon Electric	Journeyman	\$ 44.97	1.8192	\$ 81.80	\$ 111.94	\$ 142.07	
	Sturgeon Electric	Apprentice	\$ 31.48	1.9207	\$ 60.47	\$ 81.50	\$ 102.60	
	Sturgeon Electric	Project Manager	\$ 54.77	1.6000	\$ 87.63	\$ 87.63	\$ 87.63	
	Sturgeon Electric	Project Engineer	\$ 43.71	1.6000	\$ 69.93	\$ 69.93	\$ 69.93	
	Sturgeon Electric	Standard Shift						
	Sturgeon Electric	General Foreman	\$ 50.13	1.7737	\$ 88.92	\$ 122.51	\$ 156.11	
	Sturgeon Electric	Foreman	\$ 45.95	1.8097	\$ 83.16	\$ 113.96	\$ 144.76	
	Sturgeon Electric	Journeyman	\$ 41.78	1.8531	\$ 77.41	\$ 105.40	\$ 133.40	
	Sturgeon Electric	Apprentice 8th-6499	\$ 29.24	1.9625	\$ 57.39	\$ 76.93	\$ 96.52	
	Sturgeon Electric	Project Manager	\$ 54.77	1.6000	\$ 87.63	\$ 87.63	\$ 87.63	
	Sturgeon Electric	Project Engineer	\$ 43.71	1.6000	\$ 69.93	\$ 69.93	\$ 69.93	





**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**

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[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, Human Resources Technician, Classification & Compensation  
DATE: Tuesday, August 7, 2018  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday, August 3, 2018** 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. CO180030  
Superseded General Decision No. CO20170030  
Modification No. 4  
Publication Date: 08/03/2018  
(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.

Attachments as listed above.



Exhibit F

General Decision Number: CO180030 08/03/2018 CO30

Superseded General Decision Number: CO20170030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	03/02/2018
3	07/13/2018
4	08/03/2018

\* ASBE0028-002 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 31.73	14.23

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CARP0055-002 05/01/2018

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 28.45	10.14

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CARP1607-001 06/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 31.38	15.63
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ELEC0068-012 06/01/2018		

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 35.80	15.45
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ELEV0025-001 01/01/2018		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.66	32.645

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

	Rates	Fringes
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ENGI0009-017 05/01/2017		
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 29.82	10.10
50 tons and under.....	\$ 27.75	10.10
51 to 90 tons.....	\$ 27.92	10.10
91 to 140 tons.....	\$ 28.55	10.10
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	Rates	Fringes
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IRON0024-009 11/01/2017		
IRONWORKER, ORNAMENTAL.....	\$ 27.45	11.99
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	Rates	Fringes
-----		
IRON0024-010 11/01/2017		
IRONWORKER, STRUCTURAL.....	\$ 27.45	11.99
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	Rates	Fringes
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PAIN0079-006 08/01/2017		
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41
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PAIN0079-007 08/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

PAIN0419-001 07/01/2016

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2017

	Rates	Fringes
GLAZIER.....	\$ 31.02	9.37

PLUM0003-009 06/01/2018

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

\* PLUM0208-008 06/01/2018

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95

SFCO0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

\* SHEE0009-004 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.02	17.49

SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00

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

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

**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver projects)**  
**Revision Date: 11-28-2016**

<b><u>Classification</u></b>		<b><u>Base</u></b>	<b><u>Fringe</u></b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$10.79	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.