

## **AGREEMENT FOR PROFESSIONAL DESIGN, FABRICATION AND INSTALLATION SERVICES**

**THIS AGREEMENT FOR PROFESSIONAL DESIGN, FABRICATION AND INSTALLATION SERVICES (“Agreement”)** is made and entered into as of the date stated on the 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 (the **“City”**), and **DAVID GARCIA**, an individual authorized to do business in the State of Colorado (**“Artist”**) (collectively the **“Parties”**).

### **W I T N E S S E T H:**

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

**WHEREAS**, the City desires to obtain professional services to design and install a new public artwork within the Center of Equity and Excellence in Aviation (**“CEEA”**). The installation will include suspended and wall mounted elements within the West Hotel Transit Center entrance to CEEA called **“Finding Your Wings”** (**“the Work”**); and

**WHEREAS**, the City has undertaken a competitive process to solicit and receive proposals for such services via an open **“Call for Entry”**; and

**WHEREAS**, Artist will work with the DEN Public Art Team (**“DEN Arts”**) and DEN Design Review Committee (**“DRC”**) on these Public Art Design Fabrication and Services (the **“Project”**), which will yield artwork at the Airport; and

**WHEREAS**, the Parties wish to reasonably promote and maintain the integrity and clarity of Artist’s ideas and statements as represented by the Work; and

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

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

### **1. LINE OF AUTHORITY:**

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the **“CEO”**), 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 Global Communications & Marketing division. The Manager of Public Arts and Exhibitions (the **“Director”**) will designate a Public Art Program Administrator (**“Project Manager”**) to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Artist hereunder shall be processed in accordance with the Project Manager’s directions.

## 2. SCOPE OF WORK AND ARTIST RESPONSIBILITIES:

**A. Scope of Work.** Artist shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached ***Exhibit A*** (“**Scope of Work**”), in accordance with the schedules and budgets set by the City. The City may, through an authorization issued by the CEO, and signed by Artist, and without requiring amendment to this Agreement, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

(i) As used in this Agreement, unless the context otherwise requires: “Work” means the design for a work of art as ultimately conceived, proposed, and designed by Artist from concept to final design. Artist shall be responsible for Project completion from the design phase, to fabrication and installation, including the final acceptance of the artwork.

(ii) Artist shall perform all services and furnish all supplies, material, and equipment as necessary for the conception and design of the Work, including but not limited to, payments for all necessary taxes, permits, insurance, small tools, any subconsultants, rental equipment, and all other items incidental to producing a complete and acceptable Work. The Work includes all design of the complete artwork including but not limited to associated foundations, landscaping material and hardscape, bases, or mounting brackets or devices, electronic components, video components and all other miscellaneous components necessary to complete the fabrication and installation of the artwork.

(iii) Artist shall determine the artistic expression, scope, design, color, size, material and texture of the Work, subject to review and acceptance by the City as set forth in this Agreement.

(iv) Artist shall provide a plaque at the designed site, according to the specifications set forth by DEN Arts. Plaque specifications will be determined during the Final Design phase.

(v) If Artist and team choose to travel to DEN for design purposes, the travel costs must be budgeted from the overall Maximum Contract Amount, as defined below. Artist may undertake travel to the Airport and visit proposed site(s) for the installation of artwork designed and submitted as part of the Work.

(vi) Artist shall, if applicable, comply with all the City and County of Denver Department of Transportation and Infrastructure, Standard Specifications for Construction (“**Yellow Book**”), incorporated herein by reference.

### **B. Phasing.**

(i) Phase I Notice to Proceed (“NTP”). Upon execution of this Agreement, the City shall issue a NTP to Artist. Once the NTP has been issued, Artist may begin the next phase of the agreement.

(ii) Phase II Site and Design Research. Sixty (60) days following the NTP, Artist shall undertake site and design research. Artist shall review all design items, including but not limited to BIM Models, architectural drawings, engineering documents, site plans and design specifications of the site, and coordinate any necessary meetings with DEN Arts or other stakeholders to develop the Work design. Upon Artist's request, the City shall furnish all readily available information about the location(s) of any potential site and aid in contacting stakeholders to facilitate meetings. Once the site is selected and agreed upon between Artist and DEN Arts, the Preliminary Design phase can begin. The City shall issue a written approval of the agreed-upon site location.

(iii) Phase III Preliminary Design. Ninety (90) days following City's approval of the site, , Artist shall develop and submit a minimum of one (1) and maximum of three (3) Preliminary Designs, which may be accepted or rejected in City's sole discretion. Artist shall prepare and submit to DEN Arts detailed working drawings of the Work, including site specific information, initial preliminary costs and other materials as reasonably requested by the City. Following initial review, the Director may request up to two (2) material revisions to the proposed Preliminary Design, which shall be updated and re-submitted for approval as the Final Design. The City may request revisions for other practical, safety and or nonaesthetic reasons. DEN DRC and DEN Arts must approve the Preliminary Design before Artist proceeds to the next phase of the Agreement.

(iv) Phase IV Final Design. Artist shall have sixty (60) days following City's approval of the Preliminary Design to submit a Final Design for review and approval by the City. The Final Design shall have a stamped approval of structural integrity by a professional engineer – or another relevant expert – certified or licensed to practice in Colorado. The Final Design shall include a definition of the type of materials and equipment to be used, a full set of design documents, – including the plaque design created according to the specifications outlined in ***Exhibit D*** – a budget related to the Work and a tentative fabrication and installation schedule.

Artist shall include all estimated costs for design, execution, fabrication, insurance, permitting, contingencies, consultant fees, and any other costs associated with the Work to be approved by the City. The Final Design shall also include a written statement detailing anticipated regular and routine maintenance, in accordance with Section 5.A.

Upon review, the Director may request material changes to the Work, such as scope, design, color, size, material, or texture. If such changes are required, Artist shall have sixty (60) days to submit an amended Final Design. Upon final acceptance by the City, the Final Design cannot be materially changed. The City shall, in its sole discretion, determine whether material changes exist. The Final Design shall be incorporated herein as ***Exhibit E***.

(v) Phase V Project Installation and Safety Plan. Upon acceptance of the Final Design, Artist shall have sixty (60) days provide an Installation and Safety Plan (“**Plan**”) to the City for the Work. This Plan must include:

- a. How Artist will integrate the work into the agreed upon site;

- b. Timeline of fabrication and installation sequencing;
- c. Budget breakdown of sequencing; and
- d. Progress reports schedule.

Artist shall work with DEN Art Team, DEN Architecture, Operations, Ground Transportation, Transportation Security Administration (“TSA”), Federal Aviation Administration (“FAA”) and any other necessary stakeholders in development of the Plan. The approved Plan shall be incorporated herein as ***Exhibit F*** (“**Installation and Safety Plan with Progress Reports**”). Artist shall adhere to the approved timeline set forth in ***Exhibit F*** and may be amended in writing and upon mutual agreement between the City and Artist.

(vi) Phase VI Fabrication. Artist shall begin the fabrication process per the approved sequencing schedule within ***Exhibit F***. The City shall have the right to review the Work at reasonable times during the fabrication hereof. Artist shall submit to the City progress reports acceptable to the City. Artist shall complete the fabrication of the Work in conformity with the approved Final Design. For any mid-point fabrication requirements, Artist shall notify the City, in writing, of the progress and in accordance with ***Exhibit F***. Any significant changes in scope, design, color, size, materials or texture of the Work must be presented to the City in writing for further review and approval. The City shall in its sole discretion determine whether a significant change exists.

(vii) Phase VIII Delivery and Installation. Artist shall notify the City in writing when the fabrication of the Work is completed and begin coordination with DEN Arts, Operations, Ground Transportation, Airline partners, FAA, TSA, and any other necessary stakeholders for the installation process. The completed Work shall be delivered to the site in compliance with an installation plan coordinated and approved by DEN Arts. Artist shall provide a plaque at the Site, according to ***Exhibit D*** (“**Plaque Specifications**”).

(viii) Phase IX Final Acceptance. Within thirty (30) days after installation of the Work, Artist at his sole expense shall furnish the City with full copies of any photographic or video documentation in digital format of the completed installed Work. At a minimum, Artist shall provide thirteen (13) digital photographs:

- a. Ten (10) images taken from different viewpoints and distances. At least three (3) of these images should be suitable for reproduction and print use of the Work installed. Utilizing uncompressed .tiff tiles of 300 dpi or higher resolution.
- b. Three (3) images taken of the Site prior to the installation of the Work.

Artist shall, prior to Final Acceptance of the Work by the City, provide the City with lien and/or claim releases from contractor, subcontractors, and suppliers on the Project and shall otherwise comply with the provisions of C.R.S. §38-26-107. Having overseen the installation of the Work, Artist must officially approve the work done, and the City must also give final approval of the Work in writing, which will be incorporated as ***Exhibit H*** (“**Acceptance Letter**”).

(ix) Public Appearance. The lead Artist or designee shall make at least one public appearance in Denver, on behalf of the Project as a means of promoting the Project and the studio's work. This could take the form of a public presentation, a panel discussion, a series of outreach events, or other similar type of event as agreed upon by the Parties to this Agreement. The City shall endeavor to arrange for publicity for the completed Work art publications and otherwise as may be determined between the City and Artist as soon as practicable.

**C. Ownership of Work Products.** The City, at its option, or in the event that this Agreement is terminated, may retain all plans, drawings, slides, photographs, submittals, studies, designs, maquettes and models, and other documents, including Preliminary and Final Designs, submitted to the City by Artist. These items, when submitted, become and are the property of the City, and the City may, without restriction, make use of such documents for educational, public relations, arts promotional and other non-commercial purposes. Artist shall not be liable for any damage which may result from any use of said documents for purposes other than those described in this Agreement.

**D. Standard of Performance.** Artist 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.

**E. Time is of the Essence.** Artist acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Artist shall perform all work under this Agreement in a timely and diligent manner.

**F. Subcontractors.**

(i) In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Artist must obtain the prior written consent from DEN Arts. Artist shall request approval in writing and shall 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 the City.

(ii) DEN Arts shall have the right to reject any proposed outside subcontractor deemed by the DEN Arts to be unqualified or unsuitable for any reason to perform the proposed services. DEN Arts shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

(iii) 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 the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

(iv) Artist is subject to Denver Revised Municipal Code (“**D.R.M.C.**”) § 20-112, wherein Artist shall 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 the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

(v) This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City’s approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City’s approval of a subcontractor does not relieve Artist of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

### **G. Personnel Assignments.**

(i) Artist or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement (“**Key Personnel**”). Only Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by DEN Arts or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

(ii) It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Artist and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

(iii) If, during the Term of this Agreement, the Senior Vice President determines that the performance of any Key Personnel or other personnel, whether of Artist or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement, the Senior Vice President shall notify Artist and may give Artist notice of the period of time which the Senior Vice President considers reasonable to correct such performance or remove the personnel, as applicable.

(iv) If Artist fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Artist that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Artist shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by DEN Arts. Artist’s failure to obtain approval shall be grounds for Termination for Cause in accordance with this Agreement.

## **3. OWNERSHIP AND DELIVERABLES:**

Upon payment to Artist, all records, data, deliverables, and any other work product prepared by Artist or any custom development work performed by Artist for the purpose of performing this Agreement on or before the day of the payment, whether periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Artist and the City, Artist shall provide the City with copies of the data/files that have

been uploaded to any database maintained by or on behalf of Artist or otherwise saved or maintained by Artist 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 Parties. Artist also agrees to allow the City to review any of the procedures Artist 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 (3) years after termination of this Agreement. Upon written request from the City, Artist shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

#### **4. OWNERSHIP AND REPRODUCTION RIGHTS:**

**A. Title.** Title to the Work shall pass to the City upon final acceptance.

**B. Waiver of Rights under Visual Artists Rights Act of 1990 ("VARA").** Artist understands and agrees that, as to their rights in the Work, the provisions of this Agreement shall supersede the provisions of VARA, 17 U.S.C. §101 et. seq., as amended, including but not limited to §106A(a) and §113, as to the Work, and that execution of this Agreement by Artist shall constitute a waiver by Artist, as permitted in 17 U.S.C. §106A(e), as amended, of any and all rights or protections in the Work, and any uses of the Work whatsoever, set out in or otherwise granted by 17 U.S.C. §101, et seq., as amended, including but not limited to §106A(a) or §113, or otherwise in the nature of "Droit Moral" under which artists claim an interest in their work. Artist understands that, despite the City's commitment not to intentionally damage, alter, or modify the Work without the prior written approval of Artist, removal of the Work from the Site may subject the Work to destruction, distortion, mutilation, or other modification, by reason of its removal.

**C. Artist's Remaining Rights in the Work.** Artist therefore retains: (i) all other right, title and interest in the Work, including all copyrights, but expressly excluding any rights in the Work under VARA, or otherwise in the nature of "Droit Moral" under which artists claim a continuing interest in their products and in the maintenance or modification of their products; and (ii) all rights expressly granted in this Agreement. Artist's waived rights as described above are, insofar as such rights are transferable, assigned to the City.

In view of the intention that the Work in its final dimension shall be unique, Artist shall not make any additional exact duplicate, two or three-dimensional reproductions of the final Work, including but not limited to miniatures or jewelry applications, nor shall Artist grant permission to others to do so except with the written permission of the City. The City is unable to grant permission of any kind for political use of the Work. The restriction for duplication or reproduction shall not apply to Artist's use of photographic reproductions of the Work in portfolio or in critical and scholarly writings. Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes, in the sole discretion of the City and its assigns, including but not limited to reproductions used in advertising brochures, media publicity, and catalogues or other similar publications. Artist further grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for commercial purposes, which shall include reproductions used on calendars, postcards, posters, or similar items. Any additional commercial uses of the Work will need to be negotiated in a separate agreement by the Parties to this Agreement.

**D. Notice.** All reproductions by the City shall contain a credit to Artist and a copyright notice substantially in the following form: Artist's/Studio name, date of completion.

**E. Credit to the City.** Artist shall give a credit reading substantially, "an original work owned and commissioned by the City and County of Denver," in any public showing under Artist's control of reproduction of the Work.

**F. Registration.** Artist shall, at their expense, register a copyright of the Work in Artist's name with the United States Register of Copyrights.

**G. Display Period.** The City may at its discretion not display the Work and will store the Work in a proper manner during these times. For operational reasons the city may turn off any lights on the Work. At the end of this display period, the City shall notify Artist of any future actions taken with the Work including but not limited to those outlined in Section 5.D. The City shall make every reasonable effort to engage with Artist for recommendations at the end of the display period.

**H. Third-Party Infringement.** The City is not responsible for any third-party infringement of Artist's copyrights, and is not responsible for protecting the intellectual property rights of Artist.

**I. Filming of Artwork.** Artist understands and acknowledges that the City pursuant to applicable Denver International Airport Rules and Regulations ("**DEN Rules and Regulations**") often issues film permits to persons and entities wishing to film at the airport, whether still, motion picture, or otherwise. Notwithstanding any other provision, Artist recognizes and permits the City to issue such permits to persons and entities, to include the Work and surrounding Site, and Artist holds the City harmless. Artist will not hold or seek to hold the City liable in any way for the acts of any person or entity utilizing such a film permit, or their filming or use of the Work.

**J. Risk of Loss.** The risk of loss or damage to the Work shall be borne by Artist until installation of the Work and final acceptance thereof by the City, and Artist shall take such measures as are necessary to protect the Work from loss or damage until such final acceptance. The Parties recognize that the City is self-insured and possesses immunities pursuant to C.R.S. §24-10-101, et seq.

## **5. ARTIST'S RIGHTS:**

Subject to and consistent with the provisions of Article 4 above, Artist understands and agrees that they are, therefore, granted the following rights in the Work pursuant to this Agreement.

**A. Maintenance and Repair.** The City shall have the right to determine, in its sole discretion, after consultation with a professional conservator selected by the City, when and if maintenance, repairs, and restorations to the Work will be made. To the extent practical, Artist (at no cost to the City), during Artist's lifetime, shall be given the opportunity to consult on significant repairs or restorations. All repairs and restorations shall be made in accordance with recognized principles of conservation.



(i) Maintenance Manual. Artist shall provide a Maintenance Manual which will be incorporated herein as **Exhibit G**, with a description of all materials, products, and fabrication methods used in the Work and the required care and upkeep involved, including:

- a. Product data sheets for any material or finish used;
- b. Measures to be taken by Artist to protect and preserve the integrity of the Work, including but not limited to protective coatings;
- c. Names and contact information of relevant manufacturers or producers; and
- d. Copies of manufacturer's warranty, if such warranties exist.

**B. Damage.** Subject to Section 5.D. below, the City agrees that it will not intentionally damage, alter or modify the Work without the prior written approval of Artist.

**C. Notification.** The City shall endeavor to notify Artist of any proposed alteration of the Site or Work that would affect the intended character of the Work and shall endeavor to consult with Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Work, subject to DEN operational, security, and maintenance needs.

**D. Removal, Relocation, Sale, Donation or Destruction.** Nothing in this Agreement shall preclude any right of the City, in its sole discretion, (i) to remove the Work from public display, (ii) to move or relocate the Work to another location selected solely by the City for public display, or (iii) to donate or sell the Work to a third person or entity, or (iv) to destroy the Work. In addition, Artist will have the right of final refusal as to any sale of the Work.

Artist understands that due to the dynamic nature of a large international airport the City has the right to move the Work for any reason. If the City decides to donate or sell the Work, the donee or buyer of the Work will assume all of the City's duties toward Artist stated herein, will be obligated to defend and indemnify the City with respect to such duties, and will take the Work subject to all of Artist's rights as stated herein, and the donee or buyer shall be given a copy of this executed Agreement at the time of donation or sale. The City will endeavor to notify Artist of such donation and sale and of the identity of the donee or buyer.

If the City shall at any time decide to destroy the Work, it shall by notice to Artist offer Artist a reasonable opportunity to recover the work at no cost to Artist, except for an obligation of Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction as determined solely by the City. Artist agrees that their her rights in connection with the destruction of the Work are as described in this Section; as set out above, Artist waives any rights which he or she might have in connection with the removal or destruction of the Work under VARA, 17 U.S.C. §101 et. seq., as amended, including but not limited to §106A(a) and §113.

**E. Record.** The City shall maintain on permanent file in the Office of the Denver City Clerk, Ex-Officio Clerk and Recorder, a record of this Agreement and of the location and disposition of the Work.

**F. Artist's Address.** Artist shall notify the City of changes in its address. The failure to do so, if such failure prevents the City from locating Artist, shall be deemed a waiver by Artist of the rights granted to or retained by Artist in this Section 5, the exercise of which requires response by Artist. A mailing of notice by the City by certified mail with return receipt requested to the address of Artist or of its attorney currently on file with the City at the time of such mailing shall be deemed to be an adequate notification effort by the City hereunder.

**G. Surviving Covenants.** The covenants and obligations set forth in this Section 5 shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest and the City's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of Artist. However, the obligations imposed upon the City by Sections 5.B through 5.D shall terminate on the death of Artist. Upon death, notifications in Sections 5.B through 5.D shall go to Artist's appointed beneficiary. The City shall give any subsequent owner of the Work notice in writing of the covenants herein providing such owner with an executed copy of this Agreement.

**H. Event of Artist's Death or Incapacity.**

(i) An event of Artist's death or incapacity will not be deemed a breach of this Agreement or an event of default. Artist has the right to appoint a successor artist to complete the Work in the event of his incapacity or death. The successor artist is subject to approval of the City at the time of the signing of the contract and shall be bound to complete the Work under the same terms and budget. However, the successor artist shall be automatically given a sixty-day extension to complete the Work. Artist shall be paid only for that portion of work or services satisfactorily completed at the time of incapacity or death with remaining payments to be made to the successor artist. The Work shall pass to the City and all copyrights described under this Agreement shall remain with Artist. Artist shall provide a copy of this Agreement to the successor artist and the successor artist shall provide a written acknowledgement to the City of the successor artist's agreement to abide by the terms of this Agreement.

(ii) In the event of Artist's death or incapacity, where no successor artist has been appointed or where an appointed successor artist does not complete the Work, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by Artist under this Agreement shall become the City's property, except for copyrights which shall remain with Artist. If the Work was at mid-point of fabrication or beyond at the time of death or incapacity, the City retains the rights to select a successor artist to finish the Work at the City's expense. If the Work was not at mid-point of fabrication or beyond at the time of death or incapacity, the City retains possessory rights to the Work as then in existence and to exhibit the Work with the designation that it is "unfinished." Artist, or their estate, shall be paid only for that portion of Work or services satisfactorily completed at the time of incapacity or death.

## 6. TERM AND TERMINATION:

**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

**B.** If the Term expires prior to Artist completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Artist has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

### **C. Suspension and Termination.**

(i) Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Director, Artist shall, as directed in the notice, stop work, and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in this Agreement shall be extended by the period of suspension unless otherwise agreed to by the City and Artist. The Expiration Date shall not be extended as a result of a suspension.

(ii) Termination for Convenience. The City may terminate this Agreement upon thirty (30) days-notice without cause upon written notice to Artist.

(iii) Termination for Cause. In the event Artist fails to perform any provision of this Agreement, the City may either:

- a. Terminate this Agreement for cause with ten (10) days prior written notice to Artist; or
- b. Provide Artist with written notice of the breach and allow Artist an Opportunity to Cure.

(iv) Event of Artist’s Default. The City may, by written Notice of Default to Artist, terminate the whole or part of this Agreement in the event that Artist or any of Artist’s officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Artist’s business. In the event of default, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by Artist under this Agreement shall become the City’s property, at its sole option, including the right to fabricate or execute the Work.

(v) Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 6(C)(iii)(b), Artist shall have five (5) days to commence remedying its defective performance. If Artist diligently cures its defective performance to the City’s satisfaction

within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Artist fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 6(C)(iii)(a).

(vi) Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Artist the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Artist shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Artist has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 6(C)(vii) below.

(vii) Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 6(C)(ii), Artist may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 6(C)(vi). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 6(C)(vi) and this Section (C)(vii), exceed the Maximum Contract Amount.

(viii) Event of Artist's Death or Incapacity. An event of Artist's death or incapacity will not be deemed a breach of this Agreement or an event of default. However, Artist shall be paid only for that portion of work or services satisfactorily completed at the time of incapacity or death.

(ix) No Claims. Upon termination of this Agreement, Artist shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Artist shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

(x) Disqualification. Any termination of this Agreement may also, at the discretion of the City, constitute grounds for disqualifying Artist from submitting bids or proposals for future contracts with the City.

**D. Remedies.** In the event Artist performs services under this Agreement in violation of any provision herein, Artist shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Artist's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

## **7. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Artist under the terms of this Agreement for any amount in excess of the sum

of **Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00)** (“**Maximum Contract Amount**”). Artist shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

**B. Limited Obligation of City.** The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Artist acknowledges and understands the 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 the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

**C. Payment Source.** For payments required under this Agreement, the City shall make payments to Artist solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

**D. Basis for Artist’s Fee.** Artist’s fee is based on the time required by its professionals to complete the services under this Agreement. The said rates are set forth in ***Exhibit B*** (“**Agreement Milestones**”) and vary according to the experience and skill required.

**E. Payment Schedule.** Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Artist’s fees and expenses in accordance with this Agreement and the Agreement Milestones, as set out in ***Exhibit B***. Unless otherwise agreed to in writing, Artist shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver’s Prompt Payment Ordinance, D.R.M.C. § 20-107, et seq., subject to the Maximum Contract Amount.

**F. Invoices.** Artist shall submit to the City a milestone progress invoice for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Artist under this Agreement. In submitting an Invoice, Artist shall comply with all requirements of this Agreement and:

- (i) Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- (ii) Include the relevant purchase order (“**PO**”) number related to the Invoice;
- (iii) Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services;
- (iv) Submit an itemized Artist Budget Template, as depicted in ***Exhibit A***;
- (v) Include the signature of an authorized officer of Artist, along with such officer's certification they have examined the Invoice and found it to be correct; and

(vi) Submit each Invoice via email to [ContractAdminInvoices@flydenver.com](mailto:ContractAdminInvoices@flydenver.com) and [heather.kaufman@flydenver.com](mailto:heather.kaufman@flydenver.com).

(vii) Late Fees. Artist understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

(viii) Travel Expenses. Travel and any other expenses are not reimbursable.

**G. Disputed Invoices.** The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement, where the Director or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in D.R.M.C. § 5-17.

**H. Carry Over.** If Artist's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Artist if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

## **8. WAGES AND PROMPT PAYMENT:**

**A. Prevailing Wage.** To the extent required by law, Artist shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Artist shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

(i) Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

(ii) Artist shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

(iii) Artist shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

(iv) Artist shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing [auditor@denvergov.org](mailto:auditor@denvergov.org).

(v) If Artist fails to pay workers as required by the Prevailing Wage Ordinance, Artist will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Artist fails to pay required wages and fringe benefits.

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

**C. City Prompt Pay.**

(i) The City will make milestone payments, as identified in *Exhibit B* and Section 7.E, to Artist for all services performed under this Agreement based upon Artist's milestone deliverable invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

(ii) Final Payment to Artist shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by Artist. The City may, at the discretion of the CEO, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the CEO.

**9. INSURANCE REQUIREMENTS:**

**A.** Artist shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance and any required endorsements must be received and approved by DEN Risk Management before any airport access or work commences.

**B.** Artist shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

**C.** The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Artist from liabilities arising out of the performance of the terms and

conditions of this Agreement by Artist, its agents, representatives, employees, or subcontractors. Artist shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Artist is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**D.** In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Artist; (ii) damage, theft, or destruction of Artist's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

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

## **10. DEFENSE AND INDEMNIFICATION:**

**A.** Artist hereby agrees to defend, indemnify, reimburse and hold harmless the 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 the City for any acts or omissions of Artist or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

**C.** Artist will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City’s exclusive remedy.



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

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

## **11. DISPUTES:**

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The Parties hereto agree that the CEO determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

## **12. GENERAL TERMS AND CONDITIONS:**

**A. Status of Artist.** Parties agree that the status of Artist 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 the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Artist or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

**B. Assignment.** Artist 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 CEO. Any attempt by Artist to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Artist hereunder.

**C. Compliance with all Laws and Regulations.** Artist and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

**D. Compliance with Americans with Disabilities Act ("ADA").** Artist shall provide the services specified in this Agreement in a manner that complies with the ADA. Artist shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Artist, its employees, agents or assigns will constitute a material breach of this Agreement. Artist shall cooperate with City and allow City to take reasonable steps to ensure that the artwork is accessible to the disabled, with respect to the elimination of both architectural and programmatic barriers. Such cooperation shall include assisting with modifications to the artwork, or preparing or authorizing tactile models, reproductions, or other materials necessary to provide access to the artwork. If requested by City, Artist shall engage a consultant, as part of the overall Project budget, to review the artwork for compliance with the ADA.

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

(i) Artist 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, as they may be amended from time to time. Artist will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Artist prepares any documents which specify any material, equipment, process or procedure which is protected, Artist shall disclose such patents, trademarks and copyrights in such documents.

(ii) Pursuant to Section 10, Artist shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark, service mark, property rights by a third party or copyright protected by law.

**F. Warranties.**

(i) Warranties of Title. Artist represents and warrants to the City that:

- a. The Work is solely the result of the artistic effort of Artist;
- b. Except as otherwise disclosed in writing to the City prior to the time of execution hereof, the Work is unique and original and does not infringe upon any copyright;
- c. That neither the Work delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere; and
- d. The Work is free and clear of any liens or claims from any source whatsoever.

(ii) Warranties of Quality and Condition. Artist further represents and warrants to the City that:

- a. The Work will be free of defects in design and draftsmanship, including any defects consisting of “inherent vice” or qualities which would cause or accelerate deterioration of the fabricated artwork.

(iii) Duration of Warranties; Breach. The warranties described herein shall survive for a period of two (2) years after the date of the City’s written notification to Artist of the final acceptance of the Work. The City shall give notice to Artist of any observed breach with reasonable promptness. Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by Artist utilizing artistic skill and which cure is consistent with professional conservation standards as determined solely by the City.

**G. Notices.**

(i) Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:

by Artist to:

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

And by the City to:

David Garcia  
34523 Pine Ridge Cr.  
Elizabeth, CO 80107  
720-421-0422  
[ocelotlart@gmail.com](mailto:ocelotlart@gmail.com)

(ii) Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Director through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (G)(ii).

(iii) Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at the City's direction.

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

**I. No Third-Party Beneficiaries.** The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Artist, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Artist receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only and shall not have any interest or rights under this Agreement.

**J. Governing Law.** This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

**K. Bond Ordinances.** This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

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

**M. Cooperation with Other Contractors.**

(i) The City may award other contracts for additional work, and Artist shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Artist to coordinate its work under this Agreement with one or more such contractors.

(ii) Artist shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

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

**O. Force Majeure.** The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

**P. Coordination and Liaison.** Artist agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Director or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Artist's work.

**Q. No Authority to Bind City to Contracts.** Artist has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

**R. Information Furnished by the City.** The City will furnish to Artist information concerning matters that may be necessary or useful in connection with the work to be performed by Artist under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Artist understands and acknowledges that the information provided by the City to Artist may contain unintended inaccuracies. Artist shall be responsible for the verification of the information provided to Artist.

**S. Severability.** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**T. Taxes and Costs.** Artist shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

**U. Environmental Requirements.** Artist, in conducting its activities under this Agreement, shall comply with all existing and future 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 or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

(i) 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), per – and polyfluoroalkyl substances (PFAS), 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.

(ii) Artist shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

(iii) Artist agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Artist agrees to evaluate methods to reduce the generation and disposal of waste materials.

(iv) In the case of a release, spill or leak as a result of Artist's activities under this Agreement, Artist shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Artist 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 Artist of any pollutant or hazardous material.

### **13. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:**

**A. Diversity and Inclusiveness.** The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Artist is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

**B. Non-Discrimination Policy.** In connection with the performance of services under this Agreement, Artist shall not refuse to hire, discharge, promote, demote, to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender variance, gender identity, gender expression, marital status, military status, source of income, protective hairstyle and/or physical or mental disability. Artist further agrees to insert this provision in all subcontracts hereunder.

**C. Advertising and Public Disclosures.** Artist 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 Director or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Artist shall notify the Director in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Artist's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

#### **D. Colorado Open Records Act.**

(i) Artist acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 et seq., and Artist agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Artist asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Artist to the City shall be considered confidential by the City only to the extent provided in CORA, and Artist agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

(ii) In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Artist of such

request in order to give Artist the opportunity to object to the disclosure of any material Artist may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Artist objects to disclosure, the 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, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Artist agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Artist does not wish disclosed. Artist agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Artist's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

#### **E. Examination of Records and Audits.**

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

(ii) Additionally, Artist agrees that until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO or their representative, shall have the right to examine any pertinent books, documents, papers and records of Artist related to Artist's performance of this Agreement, including communications or correspondence related to Artist's performance, 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.

(iii) In the event the City receives federal funds to be used toward the services performed under this Agreement, the 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 Artist which are directly pertinent to a specific grant program for the

purpose of making audit, examination, excerpts and transcriptions. Artist further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

**F. Use, Possession or Sale of Alcohol or Drugs.** Artist shall cooperate and comply with the provisions of Denver 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 the City barring Artist from City facilities or participating in City operations.

**G. City Smoking Policy.** Artist 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.

**H. Conflict of Interest.**

(i) Artist and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

(ii) Artist represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Artist or which might give Artist an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Artist agrees it will comply with that mitigation plan.

(iii) The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Artist written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Artist 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 the City.

(iv) Artist has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Artist is performing or anticipates performing for other entities on the same or interrelated projects or tasks. Artist must disclose, in writing, any corporate transactions involving other companies that Artist knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Artist fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.



#### **14. SENSITIVE SECURITY INFORMATION:**

Artist acknowledges that, in the course of performing its work under this Agreement, Artist may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Artist specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Artist understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

#### **15. DEN SECURITY:**

**A.** Artist, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Artist or the City by the FAA or TSA. If Artist, 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 the City, then, in addition to any other remedies available to the City, Artist shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Artist must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Artist and/or its agents will be deducted directly from the invoice for that billing period.

**B.** Artist is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Artist. The fee/fine will be deducted from the invoice at time of billing.

#### **16. FEDERAL RIGHTS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Artist shall comply with the Standard Federal Assurances identified in *Appendix 1*.

#### **17. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**

**A. Attachments.** This Agreement consists of Section 1 through 18 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: Agreement Milestones
- Exhibit C: Insurance Requirements
- Exhibit D: Plaque Specifications

Exhibit E: Final Design

Exhibit F: Installation and Safety Plan with Progress Reports

Exhibit G: Maintenance Manual

Exhibit H: Acceptance Letter

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Section 1 through 18 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

Section 1 through Section 18 hereof

Exhibit A

Exhibit B

Exhibit E

Exhibit F

Exhibit C

Exhibit D

Exhibit G

Exhibit H

## **18. CITY EXECUTION OF AGREEMENT:**

**A. City Execution.** This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. 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.

**B. Electronic Signatures and Electronic Records.** The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Artist 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:** PLANE-202580955-00  
**Contractor Name:** DAVID GARCIA

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

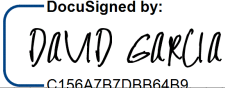
**SEAL** **CITY AND COUNTY OF DENVER:**

**ATTEST:** By: \_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**  
Attorney for the City and County of Denver  
By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_

**Contract Control Number:** PLANE-202580955-00  
**Contractor Name:** DAVID GARCIA

By:  C156A7B7DDBB64B9...

Name: DAVID GARCIA  
(please print)  
Title: Artist  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Appendix No. 1**

### **Standard Federal Provisions**

## GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

**Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, 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 contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration 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 any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC§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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq)(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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor



its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



DENVER INTERNATIONAL AIRPORT

DEN Public Art

Scope of Work: "Finding Your Wings" by David Garcia

## **EXHIBIT A**

### **"Finding Your Wings" by David Garcia**

**CIP Project:** Center of Equity and Excellence in Aviation (CEEA)

**LOCATION:** CEEA, West Hotel Transit Center Entrance

**BUDGET:** \$800,000

#### **PROJECT OVERVIEW**

This contract is for a new public artwork within the Center of Equity and Excellence in Aviation (CEEA) at Denver International Airport (DEN). David Garcia will create a multi-faceted installation including suspended and wall mounted elements within the West Hotel Transit Center entrance to CEEA called *Finding Your Wings*. The artwork will be created from stainless steel, aluminum and acrylic. Garcia successfully incorporated themes set forth by the selection panel to create a proposal inspired by aviation and designed to embrace and represent CEEA's mission to create opportunities, equity and trainings within the workforce of aviation. Garcia identified the following key pillars of his design: identity and diversity, culture and spirituality, community and equity, and engineering and science. The artist says "*Finding Your Wings* is intended to not only honor the importance and significance of CEEA's mission but also serve as a metaphor representing the idea that we all can, and have the ability, to fly."

The artist and his concept have been selected through a competitive process per Denver's Public Art Policy and Ordinance. This art project is tied to the Center of Equity and Excellence in Aviation per the Public Art Ordinance and is funded through 1% CIP Public Art dollars. The Request for Qualifications (RFQ) was publicly released in September 2024 and four artists were asked to create a site-specific proposal. David Garcia was awarded the project from the Public Art Selection Panel on April 3rd, 2025 with nine votes out of 10. The selection panel's decision has been ratified by the Public Art Committee on May 27th, 2025, Denver Commission of Cultural Affairs on June 3rd, 2025 and DEN CEO on June 23rd, 2025.

#### **SCOPE OF WORK**

David Garcia will work with the DEN Public Art, Center of Equity and Excellence in Aviation, Airport Planning and Design Teams along with necessary stakeholders for the design, engineering, fabrication and installation of the artwork *Finding Your Wings* within the Center of Equity and Excellence at DEN.

1. Artist shall perform all services and furnish all supplies, materials, and equipment as necessary for the conception and design of the artwork, including but not limited to, payments for all necessary taxes, permits, insurance, small tools, any subconsultants, rental equipment, and all other items incidental to producing a complete and acceptable artwork.
2. The work includes all design of the complete artwork including but not limited to associated foundations, mounting brackets or devices, electronic components, video components and all other miscellaneous components necessary to complete the fabrication and installation of the artwork.
3. Artist shall determine the artistic expression, scope, design, color, size, material and texture of the Work, subject to review and acceptance by the City/ Denver International Airport as defined by the selected concept.



DENVER INTERNATIONAL AIRPORT

DEN Public Art

Scope of Work: "Finding Your Wings" by David Garcia

4. Artist shall provide a plaque at the designed site, according to the specifications set forth by DEN Arts. Plaque specifications will be determined during the Final Design phase.
5. Artist shall be responsible for the payment of all storage, transportation or shipping of the artwork to the site.
6. The Artist shall, if applicable, comply with all the City and County of Denver Department of Transportation and Infrastructure, Standard Specifications for Construction ("Yellow Book") and permitting or engineering requirements of Denver International Airport.
7. Upon final acceptance and completion of the artwork, the artist will appear for a public appearance and final dedication event.

#### **PHASING:**

1. **Phase I Notice to Proceed:**  
Upon execution of this Agreement, the City shall issue a NTP to Artist. Once the NTP has been issued, Artist may begin the next phase of the agreement.
2. **Phase II Site and Design Research:**  
Artist shall undertake site and design research. Artist will review all design items, BIM Models, architectural drawings, engineering documents, site plans and design specifications of the site, and coordinate any necessary meetings with DEN Arts or other stakeholders to develop the Work design.
3. **Phase III Preliminary Design:**  
Artist shall develop and submit a minimum of one (1) and maximum of three (3) Preliminary Designs, which may be accepted or rejected in City's sole discretion. Artist shall prepare and submit to DEN Arts detailed working drawings of the Work, including site specific information, initial preliminary costs and other materials as reasonably requested by the City. Following initial review, the Director may request up to two (2) material revisions to the proposed Preliminary Design, which shall be updated and re-submitted for approval as the Final Design. The City may request revisions for other practical, safety and or nonaesthetic reasons. DEN DRC and DEN Arts must approve the Preliminary Design before Artist proceeds to the next phase of the Agreement.
4. **Phase IV Final Design:**  
Artist shall submit a Final Design for review and approval by the City. The Final Design shall have a stamped approval of structural integrity by a professional engineer – or another relevant expert – certified or licensed to practice in Colorado. The Final Design shall include a definition of the type of materials and equipment to be used, a full set of design documents, – including the plaque design, a budget related to the Work and a tentative fabrication and installation schedule.  
  
Artist shall include all estimated costs for design, execution, fabrication, insurance, permitting, contingencies, consultant fees, and any other costs associated with the Work to be approved by the City. The Final Design shall also include a written statement detailing anticipated regular and routine maintenance.
5. **Phase V Project Installation and Safety Plan:**  
Artist shall provide an Installation and Safety Plan to the City for the Work. This Plan must include:
  - a) How Artist will integrate the work into the agreed upon site;



DENVER INTERNATIONAL AIRPORT

DEN Public Art

Scope of Work: "Finding Your Wings" by David Garcia

- b) Timeline of fabrication and installation sequencing;
- c) Budget breakdown of sequencing; and
- d) Progress reports schedule.

Artist shall work with DEN Art Team, DEN Architecture, Operations, Ground Transportation, Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA") and any other necessary stakeholders in development of the Plan.

6. Phase VI Fabrication:

Artist shall begin the fabrication process per the approved sequencing schedule. Artist shall complete the fabrication of the Work in conformity with the approved Final Design. Artist will notify the City in writing at mid-point fabrication completion and in accordance with the approved sequencing schedule.

7. Phase VII Delivery and Installation:

Artist shall notify the City in writing when the fabrication of the Work is completed and begin coordination with DEN Arts, Operations, Ground Transportation, Airline partners, FAA, TSA, and any other necessary stakeholders for the installation process. The completed Work shall be delivered to the site in compliance with an installation plan coordinated and approved by DEN Arts. Artist shall provide a plaque at the site.

8. Phase VIII Final Acceptance:

Artist shall furnish the City with full copies of any photographic or video documentation in digital format of the completed installed Work. Artist shall, prior to Final Acceptance of the Work by the City, provide the City with lien and/or claim releases from contractor, subcontractors, and suppliers on the Project and shall otherwise comply with the provisions of C.R.S. §38-26-107. Having overseen the installation of the Work, Artist must officially approve the work done, and the City must also give final approval of the Work in writing.

9. Phase IX Public Appearance:

The artist shall make at least one public appearance in Denver, on behalf of the Project as a means of promoting the Project and the studio's work. This could take the form of a public presentation, a panel discussion, a series of outreach events, or other similar type of event as agreed upon.



DENVER INTERNATIONAL AIRPORT  
DEN Public Art  
Milestone Payment Schedule – “Finding Your Wings” by David Garcia

**EXHIBIT B - MILESTONE PAYMENTS**

Payment	%	Amount	Phase
Execution of Contract/Notice to Proceed	5%	\$40,000.00	Phase I
Site and Design Research	5%	\$40,000.00	Phase II
Preliminary Design Submission	10%	\$80,000.00	Phase III
Final Design Submission	25%	\$200,000.00	Phase IV
Project Installation and Safety Plan	5%	\$40,000.00	Phase V
Fabrication Mid-Point Complete	20%	\$160,000.00	Phase VI
Delivery and Installation	20%	\$160,000.00	Phase VII
Final Acceptance	10%	\$80,000.00	Phase VIII
<b>TOTAL</b>	<b>100%</b>	<b>\$800,000.00</b>	

## **EXHIBIT C**

### **CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION CONSTRUCTION AGREEMENT (NON-ROCIP)**

#### **A. Certificate Holder and Submission Instructions**

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder:      CITY AND COUNTY OF DENVER  
                                    Denver International Airport  
                                    8500 Peña Boulevard  
                                    Denver CO 80249

- ACORD Form (or equivalent) certificate is required.
- Commercial Operator must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

#### **B. Defined Terms**

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Commercial Operator” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

#### **C. Coverages and Limits**

##### **1. Commercial General Liability**

Commercial Operator shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations annual aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
- d. Coverage shall include Fire Damage Legal Liability in a minimum limit of \$100,000 per fire.

##### **2. Business Automobile Liability**

Commercial Operator 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. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive](#)

- Program. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- b. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
  - c. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
  - d. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**  
Commercial Operator 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. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Contractors Pollution Liability:**  
Commercial Operator shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual policy aggregate for claims arising out of a pollution condition or site environmental condition.
- 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 DEN premises.
  - b. 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 covered operations.
5. **Professional Liability (Errors & Omissions):**  
Commercial Operator shall maintain a minimum limit of \$1,000,000 per occurrence and annual policy aggregate, providing coverage for applicable services outlined in this Agreement.
6. **Builder's Risk Insurance or Installation Floater:**  
During the duration of the construction or tenant buildout activity, Commercial Operator shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:
- a. apply from the time any covered property becomes the responsibility of the Commercial Operator,

- and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
- b. be maintained until formal acceptance of the project by DEN or the placement of permanent property insurance coverage, whichever is later;
- c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
- d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
- e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
- f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

#### 7. Property Insurance

Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

#### 8. Unmanned Aerial Vehicle (UAV) Liability:

If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

- a. Express written permission must be granted by DEN.
- b. Express written permission must be granted by the Federal Aviation Administration (FAA).
- c. Drone equipment must be properly registered with the FAA.
- d. Drone operator(s) must be properly licensed by the FAA.
- e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

#### 9. 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 Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

### **E. Additional Insured**

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



## **F. Waiver of Subrogation**

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

If Commercial Operator will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

## **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 required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Commercial Operator shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Commercial Operator shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Commercial Operator will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Commercial Operator cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

## **H. Cooperation**

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative.

Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

## **I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Commercial Operator.
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. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Commercial Operator procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will 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 reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
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 an authorized representative and must be submitted to the City at the time Commercial Operator 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 shall not act as a waiver of Commercial Operator's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Commercial Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

#### **J. Part 230 and the DEN Airport Rules and Regulations**

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

#### **K. Applicability of ROCIP Requirements**

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Commercial Operator is NOT included under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Manual](#)

**Notice of Change to ROCIP:** DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for Commercial Operators. DEN will provide Commercial Operator notice of changes regarding a ROCIP program as applicable to Commercial Operator's work or responsibilities under the ROCIP Safety Manual.



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

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# City and County of Denver

## 2025 Building General Wage Decision

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** July 30, 2025  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Tuesday, July 29, 2025**, 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 four stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

### General Wage Decision No. CO20250020

Superseded General Decision No. CO20240020

Modification No. 7

Publication Date: 07/29/2025

(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.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on August 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis-Bacon classifications under \$18.81 to comply with the city's minimum wage.**

**General Decision Number:** CO20250020 07/25/2025

**Superseded General Decision Number:** CO20240020

**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 four stories.)

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

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 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 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	02/07/2025
2	03/07/2025
3	03/14/2025
4	05/16/2025
5	07/15/2025
6	07/19/2025
7	07/29/2025

<b>ASBE0028-002 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ASBESTOS WORKER/HEAT &amp; FROST INSULATOR – MECHANICAL (DUCT, PIPE &amp; MECHANICAL SYSTEM INSULATION)</b>	\$34.98	\$16.47

<b>CARP0055-002 05/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>CARPENTER (DRYWALL HANGING ONLY)</b>	\$35.10	\$13.84

<b>CARP1607-001 06/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>MILLWRIGHT</b>	\$42.50	\$19.02

<b>ELEC0068-012 06/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING)</b>	\$46.80	\$19.53

<b>ELEV0025-001 01/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ELEVATOR MECHANIC</b>	\$56.57	\$40.35

**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.

<b>ENGI0009-017 05/01/2024</b>	<b>RATES</b>	<b>FRINGE</b>
<b>POWER EQUIPMENT OPERATOR (CRANE)</b>		
<b>141 TONS AND OVER</b>	\$39.80	\$15.20
<b>50 TONS AND UNDER</b>	\$35.78	\$15.20
<b>51 TO 90 TONS</b>	\$36.09	\$15.20
<b>91 TO 140 TONS</b>	\$37.34	\$15.20

<b>IRON0024-010 11/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>IRONWORKER, STRUCTURAL/ORNAMENTAL</b>	\$39.21	\$12.79

<b>IRON00847- 11/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>IRONWORKER, REINFORCING</b>	\$55.25	\$3.65

<b>PAIN0079-006 08/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>PAINTER (BRUSH, ROLLER, AND SPRAY; EXCLUDES DRYWALL FINISHING/TAPING)</b>	\$27.41	\$11.56

<b>PAIN0079-007 08/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>DRYWALL FINISHER/TAPER</b>	\$28.11	\$11.56

<b>PAIN0419-001 06/01/2022</b>	<b>RATES</b>	<b>FRINGES</b>
<b>SOFT FLOOR LAYER (VINYL AND CARPET)</b>	\$18.81	\$14.33

<b>PAIN0930-002 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>GLAZIER</b>	\$35.51	\$12.65

<b>PLUM0003-009 06/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION)</b>	\$47.23	\$21.68

<b>PLUM0208-008 06/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION; EXCLUDES HVAC DUCT INSTALLATION)</b>	\$45.40	\$22.43

<b>SFCO0669-002 04/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>SPRINKLER FITTER (FIRE SPRINKLERS)</b>	\$48.60	\$27.57

<b>SHEE0009-004 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION)</b>	\$39.47	\$21.83

<b>SUCO2013-006 07/31/2015</b>	<b>RATES</b>	<b>FRINGES</b>
<b>BRICKLAYER</b>	\$21.96	\$0.00
<b>CARPENTER: ACOUSTICAL CEILING INSTALLATION ONLY</b>	\$22.40	\$4.85
<b>CARPENTER: METAL STUD INSTALLATION ONLY</b>	\$20.81	\$0.00
<b>CARPENTER, EXCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, AND METAL STUD INSTALLATION</b>	\$21.09	\$6.31
<b>CEMENT MASON/CONCRETE FINISHER</b>	\$20.09	\$7.03
<b>LABORER: COMMON OR GENERAL</b>	\$19.81	\$5.22
<b>LABORER: MASON TENDER – BRICK</b>	\$20.32	\$0.00
<b>LABORER: MASON TENDER – CEMENT/CONCRETE</b>	\$20.33	\$0.00
<b>LABORER: PIPELAYER</b>	\$19.86	\$3.68
<b>OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE</b>	\$20.78	\$5.78
<b>OPERATOR: BOBCAT/SKID STEER/SKID LOADER</b>	\$20.10	\$3.89
<b>OPERATOR: GRADER/BLADE</b>	\$21.50	\$0.00
<b>ROOFER</b>	\$18.85	\$0.00
<b>TRUCK DRIVER: DUMP TRUCK</b>	\$18.97	\$0.00
<b>WATERPROOFER</b>	\$18.83	\$0.00

**Welders** – Receive rate prescribed for craft performing operation to which welding is incidental.

## Administrator Supplemental Rates

Specific to the Denver projects: Revision Date: 05/20/2025

<b>CLASSIFICATION</b>	<b>BASE</b>	<b>FRINGE</b>
<b>BOILERMAKER</b>	\$30.97	\$21.45
<b>LABORER: CONCRETE SAW</b>	\$18.90	\$0.00
<b>PAPER HANGER</b>	\$20.15	\$6.91
<b>PLASTERER</b>	\$32.55	\$13.00
<b>PLASTER TENDER</b>	\$18.81	\$0.00
<b>TRUCK DRIVER: FLATBED</b>	\$19.14	\$10.07
<b>TRUCK DRIVER: SEMI</b>	\$19.48	\$10.11

<b>CLASSIFICATION: POWER EQUIPMENT OPERATOR</b>	<b>BASE</b>	<b>FRINGE</b>
<b>CONCRETE MIXER — LESS THAN ONE YD</b>	\$23.67	\$10.67
<b>CONCRETE MIXER – 1 YD AND OVER</b>	\$23.82	\$10.68
<b>DRILLERS</b>	\$23.97	\$10.70
<b>LOADER – UP TO AND INCLUDING SIX CU YD</b>	\$23.67	\$10.67
<b>LOADERS – OVER SIX CU YD</b>	\$23.82	\$10.68
<b>MECHANIC</b>	\$18.81	\$0.00
<b>MOTOR GRADER</b>	\$23.97	\$10.70
<b>OILERS</b>	\$22.97	\$10.70
<b>ROLLER</b>	\$23.67	\$10.67

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