

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB13-0636
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Agreement for Fire Alarm System Components and Support Services between the City and County of Denver and SimplexGrinnell LP related to fire alarm services at Denver International Airport.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed Agreement for Fire Alarm System Components and Support Services between the City and County of Denver and SimplexGrinnell LP, in the words and figures contained and set forth in that form of Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2013-0911, is hereby approved.

COMMITTEE APPROVAL DATE: September 19, 2013

MAYOR-COUNCIL DATE: September 24, 2013

PASSED BY THE COUNCIL: _____, 2013

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2013

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

PREPARED BY: Kevin Cain, Assistant City Attorney  DATE: September 26, 2013

Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: _____, Assistant City Attorney DATE: September 26, 2013

AGREEMENT

THIS AGREEMENT FOR FIRE ALARM SYSTEM COMPONENTS AND SUPPORT SERVICES (Contract Number 201207515-00, the "Agreement"), is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("City"), and SIMPLEXGRINNELL LP, a Delaware Limited Partnership authorized to do business in the state of Colorado (the "Contractor).

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and will require Fire Alarm System Components and Support Services, and other work as may be requested at DIA by the Airport; and

WHEREAS, the Contractor has unique qualifications and experience providing such services regarding the existing fire alarm systems and equipment at DIA; and

WHEREAS, the Contractor is qualified and ready, willing and able to provide the requested services to the City, in accordance with the terms of this Agreement;

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

1. LINE OF AUTHORITY:

The City's Manager of Aviation, or his or her designee or successor in function (hereinafter referred to as the "Manager") authorizes and directs all work performed under this Agreement. Until otherwise notified by the Manager, the City's Deputy Manager of Aviation for Planning and Development ("Deputy Manager") is designated as the authorized representative of the Manager through whom services performed under this Agreement shall be directed and coordinated. The Deputy Manager will designate the Project Manager under this Agreement. Administrative reports, memoranda, correspondence and other submittals required of the Contractor shall be processed in accordance with the Deputy Manager's and Project Manager's directions.

2. SCOPE OF WORK:

A. General: The Contractor shall, upon receipt of a written Notice to Proceed from the Deputy Manager, commence the Work on Tasks authorized by the City and shall furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform the services, complete the Work and produce all of the deliverables described and set forth in this Agreement, including the attached **Exhibit A, "Scope of Work"** and all of the other exhibits, appendices and attachments to this Agreement. The Contractor's Scope of Work, as authorized by the City, is referred to in this Agreement as the "Scope of Work" or "Work." Notwithstanding anything contained in this

Agreement to the contrary, any reference to alarm monitoring services in this Agreement or any Scope of Work is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Contractor's standard alarm Monitoring Services Agreement.

B. Professional Responsibility; Standard and Remedies:

1. Contractor's Performance: The Contractor shall faithfully perform the Work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the Work described in this Agreement. Contractor shall provide to the City in a timely manner all designs, documents, submittals and services necessary to achieve completion of the Work in accordance with Milestone Dates established for authorized Tasks. All designs, documents, submittals and services provided by Contractor shall be:

- a) Fully coordinated and integrated with related work being performed by the Contractor's subcontractors, the City and the City's Contractors, and all of their respective suppliers and subcontractors of any tier; and
- b) Checked for compliance with applicable laws, ordinances, codes, rules, regulations and current industry standards applicable to the Work. Codes and laws are often subject to differing interpretations. Contractor will use due diligence to ascertain interpretations which will be acceptable to the City and relevant regulatory authorities.

2. Acts and Omissions: The Contractor shall be liable to the City for acts and omissions of Contractor's employees, contractors, subcontractors, agents and any other party with whom the Contractor contracts to perform any portion of the Work, including any design elements of any authorized Task.

3. City's Remedies: In the event Contractor fails to comply with any provisions of Sections 1 or 2, above, Contractor shall be liable to the City for all costs of correcting the Work, without additional compensation, including but not limited to:

- a) All costs of correcting and replacing any affected design documents, including reproducible drawings;
- b) All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors or omissions; and
- c) All costs of correcting and replacing any improvements or other work not done in accordance with design documents that are complete and correct; and
- d) Additional costs incurred by the City or its other Contractors or

subcontractors, if any, arising out of such defective Work.

These remedies are in addition to, and do not limit the provisions and requirements of Section 15- Insurance, and Section 16 – Indemnification, below.

E. Diligence: The Contractor acknowledges that time is of the essence in the performance of its services under this agreement and that the City of Denver may suffer damages if the Project is delayed as a result of the Contractor's failure to provide its services in a timely and diligent manner. Contractor shall perform the Work described herein in a timely manner and as directed by the Deputy Manager or his or her authorized representatives.

3. COMPENSATION AND PAYMENT:

A. Fee: The City hereby agrees to pay the Contractor, and the Contractor agrees to accept as its sole compensation for its services rendered under this Agreement, the amounts set forth on **Exhibit A-1**, "Table of Costs" to fully perform the work included in the Contractor's Scope of Work as set forth in **Exhibit A**, and therefore no expenses or charges shall be separately reimbursed hereunder for such work. Contractor's fee shall not exceed the Maximum Contract Liability set forth at Section 4, below.

B. Scheduling, Progress Reports and Invoices: Payments shall be made to Contractor based upon monthly invoices submitted by Contractor showing the actual days of service provided during the invoiced period, which invoices have been approved by City, and subject to the maximum contract liability. Each such invoice shall bear the signature of an authorized officer of the Contractor certifying that the information set forth in the invoice is true and correct. The Contractor agrees that City shall not be liable for the payment of taxes, late charges, interest or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The City reserves the right to reject and not pay any invoice or part thereof where the Manager determines that the amount invoiced to date exceeds the amount which should be paid based upon its determination of the Work which has been performed. The City may adjust Contractor's monthly invoices to deduct the daily rate for each day of service not actually provided by Contractor during the invoiced period. The City, however, shall pay any undisputed items contained in the invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of Section 5-17, Revised Municipal Code.

4. MAXIMUM CONTRACT LIABILITY; FUNDING:

A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the sum of Seven Million Dollars and No Cents (\$7,000,000.00). The Maximum Contract Liability may only be increased by amendment to this Agreement.

B. All payments under this Agreement shall be paid from the City's Airport System Capital Improvement and Replacement Fund and/or from the City's Airport System Operation and Maintenance Fund and from no other fund or source. The City is under no obligation to make payments from any other source. The City is under no 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 Liability stated above.

5. TERM:

The term of this Agreement shall commence upon the Effective Date, as indicated on the signature page below, and shall terminate three (3) years thereafter, unless earlier terminated in accordance with the Agreement. The term of this Agreement may be extended for two periods of two (2) years each, by written amendment to this Agreement. Notwithstanding any other extension of term under this Section 5, the term of this Agreement may be extended by the Manager to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated above; such amount may be changed only by an executed written amendment to this Agreement.

6. SUBCONTRACTORS AND SUBCONSULTANTS:

A. Although the Contractor may retain, hire and contract with outside subcontractors, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the Deputy Manager or his authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the Deputy Manager. 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 the contract.

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

C. The Contractor shall not retain any subcontractor to perform work under this Agreement if the Contractor is aware, after a reasonable written inquiry has been made, that the subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

7. PERSONNEL ASSIGNMENTS:

A. The Contractor shall submit to the Project Manager a list of key personnel who will perform work under this Agreement within thirty days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned. The proposed billing category for each person must be included in the submittal if compensation hereunder is determined based upon hourly rates for such individuals. It is the intent of the parties hereto that all key personnel be engaged to perform their specialty for all such services required by this Agreement and that the Contractor's and the subcontractor's key personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder. Without limiting the foregoing, the Contractor will not replace its project manager for services under this Agreement without the prior written approval of the Project Manager.

B. If the Contractor decides to replace any of its key personnel, it shall notify the Project Manager in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the Project Manager. The Project Manager shall respond to the Contractor's written notice regarding replacement of key personnel within fifteen days after the Project Manager receives the list of key personnel which the Contractor desires to replace.

C. If the Project Manager determines during the term of this Agreement that the performance of approved key personnel is not acceptable, he shall notify the Contractor, and he may give the Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance. If the Project Manager notifies the Contractor that certain of its key personnel should be reassigned, the Contractor will use its best efforts to obtain adequate substitute personnel within ten days from the date of the Project Manager's notice.

8. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:

It is understood and agreed by and between the parties hereto that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City, and it is not intended nor shall it be construed that the Contractor, its employees or subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

9. NO AUTHORITY TO BIND CITY TO CONTRACTS:

The Contractor 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 Charter and Ordinance.

10. ASSIGNMENT:

The Contractor shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Manager. Any attempt by the Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Manager, automatically terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Manager. A change in Contractor's ownership of one or more partners or members or shareholders shall not constitute an assignment for purposes of this provision provided that said change does not constitute a substantial change in the ownership of Contractor.

11. CONFLICT OF INTEREST:

The Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. 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 the Contractor written notice which describes such conflict. The Contractor shall have thirty 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.

12. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, the Contractor agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

13. DSBO GOALS:

The Contractor is subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is ***Ordinance Not Applicable (N/A)***. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors and subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Contractor to maintain,

at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded (*N/A*), for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

14. PROMPT PAY

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

15. INSURANCE

A. The Contractor shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit B**, which is incorporated into this Agreement by this reference. The Contractor shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Contractor signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit B**. All sub-contractors' certificates and endorsements must be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Business & Technologies, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City project/Agreement number and project description shall be noted on the certificate of insurance.

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

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

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

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

16. DEFENSE AND INDEMNIFICATION

A. Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the willful misconduct or negligent performance of work under this Agreement (“Claims”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

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

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

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

17. LIMITATION OF LIABILITY:

Without in any way limiting the duties or obligations of Contractor contained under the Indemnification provision of this Agreement, in no event shall Contractor be liable for damages

in any amount exceeding an aggregate amount of Ten Million Dollars (\$10,000,000.00), however, that such limitation of liability shall not apply to claims to the extent such claims 1) that result from the intentional misconduct of Contractor, or Contractor's employees or agents or 2) that result directly from the negligent acts or omissions of Contractor's employees or agents acting within the scope of their employment on the City's premises, in performing, or failing to perform, Contractor's duties or obligations under this Agreement. However, such limitation of liability shall apply to any liability, damage, loss, cost, and expense as between City and Contractor due directly or indirectly to occurrences, and/or the consequences therefrom, that the equipment and/or services are designed or intended to detect, avert, limit or control, irrespective of cause or origin, whether due directly or indirectly to Contractor's negligence (active, passive or otherwise). Neither party shall be liable for indirect, incidental, or consequential damages

18. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:

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

19. PATENT INDEMNITY

A. Contractor shall, at its expense, defend or, at its option, settle any suit that may be instituted against City for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Contractor under this Agreement (“the equipment”), provided that: (1) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Contractor hereunder; (2) City gives Contractor immediate notice in writing of any such suit and permits Contractor, through counsel of its choice, to answer the charge of infringement and defend such suit; and (3) City gives Contractor all needed information, assistance and authority, at Contractor’s expense, to enable Contractor to defend such suit.

B. If such a suit has occurred, or in Contractor’s opinion is likely to occur, Contractor may, at its election and request: (1) obtain for City the right to continue using such equipment; or (2) replace, correct or modify it so that it is not infringing; or if neither (1) nor (2) are reasonable then (3) remove such equipment and grant City a credit therefore, as depreciated.

C. In the case of a final award of damages in any such suit, Contractor will pay such award. Contractor will not, however, be responsible for any settlement made without its written consent.

D. This article states Contractor’s total liability and City’s sole remedy for any actual

or alleged infringement of any patent by the hardware manufactured and provided by contractor hereinunder.

20. WARRANTY

Contractor will replace or repair any product Contractor provides under this Agreement that fails within the warranty period of one (1) year as stated in the Task Order because of defective workmanship or materials, except to the extent the failure results from City negligence, or from fire, lightning, water damage, or any other cause beyond the control of Contractor. This warranty applies to all products Contractor provides under this Agreement, whether or not manufactured by Contractor. The warranty is effective as of the date of City acceptance of the product or the date City begins beneficial use of the product, whichever occurs first. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE AND CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

21. AIRPORT SECURITY:

A. It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

B. The Contractor shall promptly, upon full execution of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor

shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.

D. The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

22. COORDINATION OF SERVICES:

The Contractor agrees to perform its work under this Agreement in accordance with the operational requirements of DIA, and all work and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents.

23. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, the charter, ordinances and rules and regulations of the City and County of Denver, and all Denver International Airport Rules and Regulations.

24. WAIVER OF C.R.S. 13-20-802, et. seq.:

Notwithstanding any other provision of this Agreement, the Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802, et. seq.) relating to any design and construction defects in the Project under this Agreement.

25. TAXES AND COSTS:

A. The Consultant, at its own expense, 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.

B. The City affirms that it is a tax-exempt entity under the Laws of the State of Colorado and this purchase qualifies for the Denver and Colorado sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions, and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid directly by

a government agency. Taking into account the City's status, Consultant confirms that all Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature in effect as of the Effective Date and due in connection with its performance of its obligations under this Agreement. Consultant is responsible for payment of such Taxes to the appropriate governmental authority.

26. RECIPROCAL WAIVER OF CLAIMS (SAFETY Act):

Certain of Subcontractor's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Subcontractor and Contractor hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

27. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP OF HARDWARE AND SOFTWARE:

A. Ownership. The City and Contractor shall retain all right, title and interest in any of their intellectual property rights, Furthermore, the City and Contractor do not contemplate that performance of services or supply of goods under this Agreement will result in the generation of new intellectual property. Any commercial computer software or commercial computer software documentation to be delivered by Contractor will be acquired under Contractor's standard commercial licenses customarily provided to the general public. However, Contractor shall grant the City a royalty-free, perpetual, irrevocable worldwide license to use, copy, display and make derivative works of any drawings, specifications and reports (the "Work Product") provided by Contractor to the City pursuant to this Agreement, provided, however, that should the use of such Work Product be utilized in any facilities other than those for which the Work Product were provided, or the Work Product are changed or altered, the City shall release and hold Contractor harmless for any and all damages arising from or connected to their use. Any commercial computer software, such as programming software, provided by Contractor shall be licensed in accordance with Contractor's standard End User License Agreement. Any third party commercial computer software or commercial computer software documentation to be delivered by Contractor will be acquired in accordance with such third party's standard commercial licenses customarily provided to the general public.

B. License Grant. Subject to the terms and conditions of this Agreement, Consultant grants City the rights set forth in **Exhibit C**, the "End User License Agreement (EULA)" The foregoing license excludes Consultant's generally available products which are licensed via separate ordering agreement or pre-released products City may have received from Consultant under a separate testing agreement.

28. ADVERTISING AND PUBLIC DISCLOSURES:

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to DIA 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. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Contractor's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager, any member or members of City Council, and the Auditor.

29. COLORADO OPEN RECORDS ACT:

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Contractor 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 the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

30. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 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's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

31. CITY SMOKING POLICY:

Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

32. EXAMINATION OF RECORDS:

A. The Contractor agrees that the City's duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving this Agreement.

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, including the City's Auditor, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Contractors further agree that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

33. INFORMATION FURNISHED BY CITY:

The City will furnish to the Contractor available information concerning DIA and any such other matters that may be necessary or useful in connection with the work to be performed by the Contractor under this Contract. The Contractor shall be responsible for the verification of the information provided to the Contractor.

34. CITY REVIEW OF PROCEDURES:

The Contractor agrees that, upon request of the Deputy Manager, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

35. TERMINATION:

A. The City has the right to terminate this Agreement, in whole or in part, without cause, on thirty (30) days written notice to the Contractor, and with cause on ten (10) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by the Contractor, or if this Agreement is terminated by the City for cause, the Contractor's compensation in such event shall be limited to (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, and (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the Manager approves in writing which he or she determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated for the

convenience of the City and without the fault of the Contractor, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination, consistent with **Exhibit A-1**.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

36. NOTICES:

Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

by Contractor to: Manager of Aviation
 Denver International Airport
 Airport Office Building, 9th Floor
 8500 Peña Boulevard
 Denver, Colorado 80249-6340

And by City to: SimplexGrinnell LP
 6240 Smith Road
 Denver, CO 80126

37. 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 the Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

38. ADMINISTRATIVE HEARING:

Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance

with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the Manager's determination resulting from said administrative hearing shall be final, subject only to the Contractor's right to appeal the determination under Colorado Rules of Civil Procedure, Rule 106.5.

39. BOND ORDINANCES; GOVERNING LAW; VENUE:

This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado.

40. FEDERAL PROVISIONS:

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 Denver Municipal Airport System, including DIA. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

41. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

42. PROHIBITION AGAINST EMPLOYEMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT

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

The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is not prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

43. PREVAILING WAGES: Employees of the Contractor or its subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By executing this Agreement, the Contractor covenants that it is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, required by the scope of work of the Contractor's or his subcontractor's employees. If applicable, a schedule of prevailing wage is attached as **Exhibit D**. The schedule of prevailing wage is periodically updated and Contractor is responsible for payment of then current prevailing wage. **Exhibit D** shall be deemed replaced by updated schedules without amendment to this Agreement. The Contractor may obtain an updated scheduled of prevailing wage at any time from the Auditor's Office.

44. ENVIRONMENTAL REQUIREMENTS:

A. Contractor in conducting its activities under this Agreement shall comply with all applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DIA Rules and Regulations.

B. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

C. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

D. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards.

E. The Contractor shall not be responsible for remediating any hazardous materials that it has not placed, generated, used, stored, or disposed of or released in or at the Work area, or for remediating any undisclosed pre-existing hazardous materials encountered or discovered during the performance of the Work, except to the extent that the Contractor negligently or willfully contributes to or exacerbates an existing, known condition of such hazardous materials. Nothing in the section is intended to relieve the Contractor of its obligations to comply with Airport rules, regulations and applicable project specifications; or in any way limit or restrict the Contractor's responsibilities under the Contract Documents and applicable state, federal and local law in connection with the handling, transport, storage, or disposal of hazardous waste or hazardous substances and/or the arranging therefor.

45. FORCE MAJEURE:

Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this license due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of god, acts of the public enemy, acts of superior governmental authority, weather conditions, the presence of hazardous substances or mold, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

46. SEVERABILITY:

In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected.

47. 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.

48. NO THIRD PARTY BENEFICIARIES:

The 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 the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Contractor that subcontractors and any other person other than the City or the Contractor receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

49. HEADINGS:

The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

50. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This Agreement consists of Articles 1 through 53 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work
Exhibit A-1	Table of Costs
Exhibit A-2	Cost Adjustment Methodologies
Exhibit B	Insurance Certificate

Exhibit C	End User License Agreement
Exhibit D	Prevailing Wage Schedules (if applicable)
Appendix No. 1	Standard Federal Assurances
Appendix No. 3	Nondiscrimination in Airport Employment Opportunities

In the event of (i) an irreconcilable conflict between a provision of Articles 1 through 53 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:

- Appendices No. 1 and 3
- Articles 1 through 53 hereof
- Exhibit A, A-1 and A-2
- Exhibit B
- Exhibit C
- Exhibit D

51. SEVERABILITY; ENTIRE AGREEMENT:

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Contract Documents form the entire agreement between the parties and are fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

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

53. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is approved by the City Council, if so required by law, and is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number: PLANE-201207515-00

Contractor Name: SIMPLEX GRINNELL

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____


By _____

By _____



Contract Control Number: PLANE-201207515-00

Contractor Name: SIMPLEX GRINNELL

By: 

Name: SHAWN BARETT
(please print)

Title: DGM
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

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

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

Exhibit A

Scope of Work

Fire Alarm Components and Support Services
SimplexGrinnell CE 201207515

December 3, 2012
Revision Number 0

City and County of Denver
Denver International Airport
Planning and Development Division

PROJECT DESCRIPTION

The DIA Public Safety Notification Upgrade Project consists of a complete replacement of the existing fire alarm system throughout the main complex of DIA including directly related system improvements such as upgraded visual notification systems, Emergency Communication System (ECS) interfaces, security interfaces, fire protection piping, and smoke control systems to comply with current City and County of Denver, NFPA requirements and any other applicable standards as deemed required by DIA and the Authority Having Jurisdiction (AHJ). The main complex consists of the Jeppesen Terminal, the Airport Office Building (AOB), the Central Plant, all three Concourses, and the Airport Ground Transportation System (AGTS) Maintenance facility and tunnels. The area of the work may also include ancillary buildings and locations as needed. The services to be provided include, but are not limited to fire alarm and detection system equipment, shop drawing development, system installation, programming, testing support, and general project assistance as directed and authorized by DIA.

1.0 SERVICES

The Fire Alarm Equipment Vendor, SimplexGrinnell, shall provide services as directed by the DIA on a Task Order basis to include, but not be limited to:

- 1.1 Provide fire alarm products, programming services, installation services, system upgrades, commissioning, and testing.
- 1.2 Provide field investigation services, design services, shop drawing preparation, and building permit documentation.
- 1.3 Prepare itemized estimates, value engineering services, budgets for all items for fire alarm projects. Cost information shall be broken down by area, and shall be identified by the level of information used as the cost estimating basis. Upon preparation of plans and specifications approved by the DIA Project Manager and the Designer of Record for the project or sub-project, SimplexGrinnell will provide pricing documentation for review and approval by DIA. SimplexGrinnell agrees to participate in negotiations as may be required, and agrees to provide backup, explanations and revisions as may be required to meet DIA scope and budgetary requirements for Task Order work.
- 1.4 Develop and update a critical path procurement and installation schedule in the format required by the DIA Project Manager. At a minimum, schedule updates are required monthly, unless requested by the Project Manager.
- 1.5 Review fire alarm product and design documents for completeness, maintenance and construction activities with Engineer of Record and DIA for any and all Task Orders.
- 1.6 Upon approval of budgets, vendor quotations and sub-bids, if applicable, comprising the Task Order, the DIA Project Manager will prepare a Notice to Proceed to SimplexGrinnell
- 1.7 Meet with Planning and Development Team, DIA, and other consultants to review the budget, verify quantities, clarify any marginally defined areas, and determine responsibilities in order to avoid any project omissions or duplications.
- 1.8 Provide change order management to monitor and track SimplexGrinnell costs and related costs. DIA Project Manager approval accompanied by appropriate change documentation and cost approval is required for all changes to any Task Order..
- 1.9 Provide accounting assistance for DIA project specific accounting methodologies to provide document and control as required by DIA.
- 1.10 Coordinate with contractors, sub-contractors, warehouses, freight and logistics providers, and vendors for the products and services provided under this contract.

- 1.11 Assure that vendors and subcontractors on site performing any work have met site and insurance requirements before work commences.
- 1.12 Assist with clarifying contract requirements and resolving any conflicts in a timely manner.
- 1.13 Attend weekly project meetings and other meetings as required.
- 1.14 Coordinate and complete all Project and Task Order closeout activities and provide documentation, including warranties as required by DIA.
- 1.15 Develop and submit for DIA approval a Quality Assurance/Quality Control program appropriate for the scope of work for each Task Order issued under this contract.
- 1.16 Maintain appropriate records of progress reports, status reports, budgets, change order requests, contract addenda as required and all correspondence with manufacturers, contractors and project team members.
- 1.17 Provide monthly reporting to update the budget, current expenditures and forecasts to complete any work planned or in progress, segregated by Task Order, for all work under this Contract.
- 1.18 SimplexGrinnell shall prepare bid documents and obtain bids from approved manufacturers, suppliers and sub-contractors for all products and services purchased if so directed by the Project Manager.
- 1.19 The Owner may elect to utilize Maximo Asset Management software, or another facility management software package for tracking of warranty work, service intervals, testing intervals or other related functions. SimplexGrinnell shall as directed by DIA, assist DIA in the effort necessary to merge this work with DIA software.

2.0 EXTERNAL SUPPORT SERVICES

As directed by DIA, provide support services for the work from external sources to include:

- 2.1 Designers of Record, technical reviews, obtain certifications, provide special inspections and other engineering services.
- 2.2 Provide quality assurance and quality support services including submittal of an appropriate quality assurance/quality control plan, investigations during the design phase with electrical contractor and/or the Designer of Record to support design phase activities. During installation, employ process metrics developed to track existing architectural and existing fire alarm floor plans, programming data to ensure compliance with applicable codes, standards and best practices. Provide support and documentation of inspections and commissioning. Provide fire alarm test data and support for pre-testing for new or modified systems.
- 2.3 Provide installation support services and/or additional manpower through external contractors to accelerate system.
- 2.4 Provide independent fire alarm test support services and/or additional manpower for testing.
- 2.5 Provide customer support services for DIA Maintenance, Operations, and / or Planning and Development (P&D) up to and including 24/7 operator support for interfacing with the Denver Fire Department and for dispatching and problem resolution during testing, migration, commissioning, and / or regular operations.
- 2.6 Provide ongoing service of fire alarm products.
- 2.7 Provide annual testing and maintenance of fire alarm products.

- 2.8 Provide additional services related to the overall public safety notification system such as, but not limited including fire suppression, smoke control, and public address systems.

3.0 FIRE ALARM EQUIPMENT PROCUREMENT SUPPORT

Support services may include, but not be limited to, prime contractor roles and responsibilities for the solicitation, purchase, management, coordination and installation of fire alarm products and services. Coordination and consultation will be required at all phases with the Designer or Designers of Record, DIA Leadership Team, DIA Planning and Development, Maintenance, and Operations as well as other contractors that may be affected by the Task Order.

SimplexGrinnell shall provide fire alarm products and services as directed by Task Order to include, but not be limited to:

- 3.1 Verify that the plans and specifications and quantities are accurate and that the items are suitable for their intended use, if needed, suggest alternatives
- 3.2 Review specifications for adherence to applicable Denver International Airport Standards and existing system interfaces, working closely with DIA to obtain any required approvals.
- 3.3 Work with the Designers of Record to insure coordination of the work and interfaces with other systems.
- 3.4 Provide value engineering review and provide suggestions to reduce the first cost and/or life cycle cost of the work.
- 3.5 Provide recommendations for quantities of fire alarm attic stock material for all major areas of the work.
- 3.6 Provide fire alarm product maintenance and service schedules.
- 3.7 Conduct and attend meetings with representatives of firms associated with the work, prepare meeting minutes documenting discussions of decisions.
- 3.8 Perform and monitor provision and installation to ensure compliance with contractual obligations, including compliance with specifications, shop drawings/submittals, and installation schedule.
- 3.9 Work closely with DIA for quality assurance during the installation and commissioning of the new fire alarm systems.
- 3.10 Prepare, track, and perform work on punch lists to ensure that the scope is complete and that the expected quality of work is met.

4.0 EXHIBITS

The following exhibits are attached to this Scope of Work:

- 4.1 Table of SimplexGrinnell costs per the DIA solicitation documents dated May 7, 2012.
- 4.2 Description of cost adjustment methodologies to be applied to long term pricing adjustments.

End of this Exhibit A

SimplexGrinnell BE SAFE.

A Tyco International Company

SimplexGrinnell LP
6240 Smith Road
Denver, Colorado 80216

P: (303) 355-0500
F: (303) 355-0615
www.simplexgrinnell.com

Exhibit A-1

Mr. Kent Stutsman
Project Manager
Denver International Airport
(303) 342-4436

May 7th, 2012

RE: Master Pricing Agreement for Standardized Pricing Structure

Dear Mr. Stutsman:

As discussed in our meeting April 3rd 2012 please find attached SimplexGrinnell's proposed pricing structure for material and labor to be used in establishing an approved pricing agreement. This pricing would apply to all Fire Alarm products and services provided directly to Denver International Airport or by way of contractors.

Material pricing reflects the GSA schedule when available with the following adjustments:

- Tax at 3.62%
- Shipping at 7%
- Warranty at 3% to the GSA price.

Those items not specifically listed on the GSA schedule but which have a SimplexGrinnell list price will be discounted at 58% of list price. SG will then adjust pricing with the following adjustments. One note: Any material not part of the original contracted material list will have a 12% Overhead and Profit Adjustment to list below.

- Tax at 3.62%
- Shipping at 7%
- Warranty at 3%

Material pricing for items when No GSA Pricing is availability and No SimplexGrinnell List price will be negotiated on as needed basis. SimplexGrinnell will include the following adjustments when pricing these changes:

- Tax at 3.62%
- Shipping at 7%
- Warranty at 3%
- Overhead and Profit at 12%

Outside purchase items will be priced based on cost plus:

- Tax at 3.62%
- Shipping at 7%
- Warranty at 3%
- Overhead and profit at 12%

Technician hourly rates are based on prevailing wage times a multiplier times a shift differential for off hours work. Technician rates and parts pricing will be adjusted annually based on changes in the GSA price schedule and prevailing wage.

The professional services listed below are a blend of design, CAD, project coordinator and project management services. Revit Designer is priced separately under Professional Services Category.

- Fire Alarm Equipment GSA Schedule.
- Fire Alarm Technician rate \$118.38 per hour.
- Professional Services rate \$96.90 per hour.
- Professional Services rate for Revit Fire Alarm Designer \$130.00 per hour.
- Overtime will be charged at 1.5 times the above rate

For small construction projects, defined as 50 or fewer devices, there would be a mobilization fee of \$1,140 for professional services and \$1,040 for technician labor in addition to the sell price per device and the calculated labor hours. Pricing is based on the small project being done in a single phase.

For larger projects the cost would be determined by the sell price per device plus the calculated labor hours.

For service calls not inclusive of any equipment the technician rate would be \$135 per hour as shown on the attached chart plus a \$75 truck charge.

When the warranty period ends: DIA will purchase a copy of the programming software for \$5000 for the fire alarm system. Third parties will not be allowed to use the programming software. The airport will not be responsible for system failures unrelated to programming.

When DIA feels that they are not receiving adequate technical support from the local district office they have the option of calling the Regional Field Sales Engineer for support and when necessary he will be available to come on site and help resolve a problem. When the FSE is unable to help, he can contact

Dominic Macri, Senior Manager of Technical Support, for technical issues and the R&D Product Development team for product issues. A list of contacts will be forthcoming.

Hourly rates are subject to escalation on an annual basis which the labor rates are not to exceed the published City and County of Denver Career Services Authority (CSA) Pay survey, for Occupational Group E: Engineering and Sciences Adjustment percentages.

SimplexGrinnell BE SAFE.

A Tyco International Company

Mobilization amounts and unit sell prices are based on access to all areas of the airport. After working through several projects if it is determined that these prices are unfair either party may request that prices be collaboratively adjusted.

I welcome the opportunity to meet with you personally to discuss this further and determine the next steps to obtain an approved standardized agreement.

Sincerely,



Glenn Mowery
Project Manager
SimplexGrinnell

Exhibit A-2

Labor Rates	Hourly Cost		Multiplier		Shift Differential		Total Labor Sell Price (per hour)
Labor Classification							
Technician	\$42.40	X	2.7	X	1.12	=	\$130.00
Professional Services	\$35.14	X	2.7	X	1.00	=	\$94.94

Description	PID	Prof. Services Hours	Tech. Hours	Technician Sell Price (PW Rate)	Prof. Services Sell Price	Material Sell Price	Total Sell Price
Control Equipment							
Graphics Network Control Station with software, 19" monitor and programming UL 864 Listed		82.944	55.538	\$7,220.00	\$7,874.69	\$25,203.79	\$40,298.47
Graphics Network Control Station with software, 19" monitor and programming Non-UL Listed		82.945	55.539	\$7,220.09	\$7,874.79	\$13,310.61	\$28,405.49
42" graphic touch screen monitor		5.808	3.889	\$505.60	\$551.45	\$14,492.89	\$15,549.93
Addressable Network Non-Voice Fire Alarm Control Panel w/ Batteries		67.702	45.332	\$5,893.23	\$6,427.61	\$14,007.33	\$26,328.17
Addressable Network Voice Fire Alarm Control Panel w/ Batteries		72.027	48.228	\$6,269.71	\$6,838.23	\$14,902.18	\$28,010.13
Annunciator LCD [Not anticipated for project]	4603-9101	5.786	3.874	\$503.66	\$549.33	\$928.53	\$1,981.52
100 Watt Digital Amplifier	4100-1329	5.528	3.702	\$481.22	\$524.86	\$887.16	\$1,893.24
NAC Power Supply Panel w/ Batteries	4009-9201	2.845	1.905	\$247.68	\$270.13	\$456.60	\$974.41
Addressable Suppression Releasing Panel w/ Batteries	4010	8.059	5.396	\$701.47	\$765.08	\$1,293.20	\$2,759.75

Addressable Devices							
Addressable Photoelectric Smoke Detector w/ Base	4098-9714	0.477	0.320	\$41.56	\$45.32	\$76.61	\$163.49
Addressable Heat Detector w/ Base	4098-9733	0.401	0.269	\$34.91	\$38.07	\$64.35	\$137.33
Addressable Photoelectric Duct Detector w/sampling tube and remote test station	4098-9756	1.556	1.042	\$135.47	\$147.76	\$249.75	\$532.98
Addressable Manual Pull Station	4099-9003	0.430	0.288	\$37.40	\$40.79	\$68.95	\$147.14
Addressable Relay Module	4090-9002	0.716	0.479	\$62.33	\$67.99	\$114.92	\$245.24
Addressable Monitor Module	4090-9001	0.267	0.179	\$23.27	\$25.38	\$42.90	\$91.56
Addressable Isolation Module	4090-9116	0.306	0.205	\$26.60	\$29.01	\$49.03	\$104.63
Addressable Mini-Monitor Module	na						
Addressable Projected Beam Detector w/ Mounting Kit	Sys Sen	4.249	2.845	\$369.85	\$403.39	\$681.84	\$1,455.08
Coil Supervision Module	2081-9046	0.134	0.090	\$11.64	\$12.69	\$21.45	\$45.78
Conventional Heat Detector	4098-9613/9788	0.095	0.064	\$8.31	\$9.06	\$15.32	\$32.70
Conventional Manual Pull Station	2099-9756	0.210	0.141	\$18.28	\$19.94	\$33.71	\$71.94

Notification Devices - Notification Devices to be Wheellock							
Horn/Strobe (Wall Mount)	HSR	0.239	0.160	\$20.78	\$22.66	\$38.31	\$81.75
Horn/Strobe (Ceiling Mount)	HSRC	0.239	0.160	\$20.78	\$22.66	\$38.31	\$81.75
Strobe Only (Wall Mount)	STR	0.191	0.128	\$16.62	\$18.13	\$30.64	\$65.40
Strobe Only (Ceiling Mount)	STRC	0.191	0.128	\$16.62	\$18.13	\$30.64	\$65.40
Speaker Strobe (Wall Mount) [Not anticipated for project]	E70-24MCW-FR	0.306	0.205	\$26.60	\$29.01	\$49.03	\$104.63
Speaker Strobe (Ceiling Mount) [Not anticipated for project]	E90-24MCC-FW	0.306	0.205	\$26.60	\$29.01	\$49.03	\$104.63
Weatherproof Horn/Strobe w/ WP Back Box	ASWP-2475W-FR	0.344	0.230	\$29.92	\$32.63	\$55.16	\$117.71
Weatherproof Strobe w/ WP Back Box	RSSWP-2475W-FR	0.286	0.192	\$24.93	\$27.19	\$45.97	\$98.10

Replacement and Panel Parts							
FACP CPU Board		3.208	2.148	\$279.26	\$304.58	\$514.83	\$1,098.67
FACP Power Supply	4100-5101	4.278	2.864	\$372.35	\$406.12	\$686.45	\$1,464.92
SLC Expansion Card 250 PT	4100-3107	8.795	5.889	\$765.56	\$834.98	\$1,411.35	\$3,011.89
FACP Network Card	4100-6014/6056	5.014	3.357	\$436.47	\$476.05	\$1,037.42	\$1,949.94

Miscellaneous							
Tri-Voltage Electromagnetic Door Holder	2088-9809	0.248	0.166	\$21.61	\$23.57	\$39.84	\$85.02
Heavy Duty (10.A Contacts) Conventional Relay (SPDT)	2088-9021	0.057	0.038	\$4.99	\$5.44	\$9.19	\$19.62
Heavy Duty (10.A Contacts) Conventional Relay (DPDT)	2088-9009	0.095	0.064	\$8.31	\$9.06	\$15.32	\$32.70
Remote 24 volt power supply panels with Batteries		2.845	1.905	\$247.68	\$270.13	\$456.60	\$974.41
Remote test switch with LED indicator	2098-9806	0.191	0.128	\$16.62	\$18.13	\$30.64	\$65.40
Fire fighter/warden phone in cabinet	2084-9021/2975-9053	1.251	0.838	\$108.88	\$118.75	\$200.72	\$428.35
SLC Isolation Module	4090-9116	0.307	0.205	\$26.69	\$29.11	\$49.20	\$104.99

Labor Rates	Hourly Cost		Multiplier		Shift Differential		Total Labor Sell Price (per hour)
Labor Classification							
Technician	\$42.40	X	2.7	X	1.12	=	\$130.00
Professional Services	\$35.14	X	2.7	X	1.00	=	\$94.94

Description	PID	Prof. Services Hours	Tech. Hours	Technician Sell Price (PW Rate)	Prof. Services Sell Price	Material Sell Price	Total Sell Price
Other Items (Responders may add other appropriate items/services)							
SLC Card 64 PT	4100-3105	2.263	1.515	\$196.99	\$214.85	\$363.15	\$774.99
Two Input and One Output module	4090-9118	0.858	0.575	\$74.73	\$81.50	\$137.76	\$293.99

Items added per DIA Direction							
Scrolling Message Board	4907-9001	12.579	8.423	\$1,094.97	\$1,194.26	\$2,018.63	\$4,307.85
- Scrolling Message Board (Quantity of 2 or more)	4907-9001	3.245	3.000	\$390.04	\$308.09	\$2,018.63	\$2,716.76
Smoke/Heat Combo w Base	4098-9754	0.704	0.471	\$61.25	\$66.81	\$112.93	\$240.99
Signal Module	4090-9007	0.596	0.399	\$51.85	\$56.56	\$95.60	\$204.01
4-20 MA ZAM	4190-9050	0.907	0.926	\$120.38	\$86.10	\$145.53	\$352.01
In-Duct Det w RTS and head	4098-9751	1.165	1.196	\$155.48	\$110.59	\$186.93	\$453.00
Monitor ZAM	4090-9101	0.306	0.315	\$40.95	\$29.01	\$49.03	\$118.99
Idnet+ Card 250 point	4100-3107	7.925	8.114	\$1,054.83	\$752.37	\$1,271.72	\$3,078.92
Safelinc Card	4100-6060	5.366	5.495	\$714.36	\$509.45	\$861.11	\$2,084.92
Fiber Modem Pair	4190-9022/9023	15.486	5.000	\$1,040.01	\$1,470.27	\$4,726.78	\$7,237.05
Xtralis High-Level Interface card	4100-6048	2.892	2.963	\$385.19	\$274.61	\$464.17	\$1,123.98
Releasing Maintenance Switch	2080-9060	0.897	0.922	\$119.86	\$85.17	\$143.97	\$349.00
Abort Switch w IAM	2080-9057	1.012	1.035	\$134.55	\$96.06	\$162.37	\$392.98
4100U Suppression Releasing Module	4090-9006	2.024	2.077	\$270.01	\$192.13	\$324.83	\$787.02
Suppression Rel Pull Station w label	4099-9012	0.449	0.457	\$59.41	\$42.61	\$72.01	\$174.03
CO Sensor w Sounder base and Head	4098-9798	0.935	0.962	\$125.06	\$88.81	\$150.11	\$363.98
24 Pin Dot Matrix Printer	4190-9013	4.764	4.877	\$634.02	\$452.34	\$764.58	\$1,850.94
2 wire duct det w Relay IAM	4098-9755	2.081	1.726	\$224.38	\$197.60	\$333.99	\$755.97
TSW Client SW	4190-5061/5053	18.007	4.099	\$532.87	\$1,709.61	\$2,754.29	\$4,996.78
- TSW Client SW (Quantity of 2 or more)	4190-5061/5053	4.645	4.099	\$532.87	\$441.04	\$2,754.29	\$3,728.21
NAC Panel IDNet Repeater	4009-9809	1.938	1.984	\$257.92	\$184.02	\$311.04	\$752.98
NDU W Fiber modems		57.683	38.634	\$5,022.47	\$5,476.41	\$11,934.43	\$22,433.30
Transponder w/2-Bay Back Box and Remote Power Supply		10.006	6.700	\$871.02	\$950.00	\$1,605.77	\$3,426.80
VESDA Laserplus Scanner Det, Cent Mn	VLS-214	20.333	17.667	\$2,296.69	\$1,930.45	\$4,365.87	\$8,593.00

**CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201207515 -

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___ Project ___ Location ___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area E each Occurrence and aggregate \$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Professional Liability only as applicable Information Technology Contracts

Coverage: Professional Liability including Cyber Liability for Errors and Omissions

(If contract involves software development, computer consulting, website design/programming, multi-media designers, integrated computer system design, data management, and other computer service providers.)

Minimum Limits of Liability (In Thousands) Per Claim \$2,000

Any Policy issued under this section must contain, include or provide for the following:

1. The insurance shall provide coverage for the following risks:
 - a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
 - b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
 - c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
2. Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.
3. Any cancellation notice required herein may be provided by either certified or regular mail.
4. The policy shall be endorsed to include the City, its elected officials, officers and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Insured
5. Coverage must include advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

Builders' Risk Insurance or Installation Floater

Minimum Limits of Liability (In Thousands)

Completed Value Basis

Unless otherwise provided, the Insured shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in the amount of the initial Contract Sum, plus 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 on a replacement cost basis.

- a. Policy must provide coverage from the time any covered property becomes the responsibility of the Insured, 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. Such Builders' Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until formal acceptance of the project by the owner (DIA) or the placement of permanent property insurance coverage, whichever is later.
- c. The Builders' Risk insurance shall include interests of the Denver International Airport and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.
- d. The Builders Risk insurance shall 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. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. City and County of Denver Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy. The Builder's Risk Policy shall remain in force until acceptance of the project by the City.
- f. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

The deductible shall not exceed \$25,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, or volcano.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A-VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU, A SINGLE ENTITY (AS DEFINED IN SECTION 12 BELOW) ("YOU[RT]") AND SIMPLEXGRINNELL, L.P., ONE TOWN CENTER ROAD, BOCA RATON, FL 33486 ("SG") PERTAINING TO THE SOFTWARE YOU ARE ABOUT TO INSTALL, COPY, ACCESS OR OTHERWISE USE (SINGULARLY AND COLLECTIVELY, THE "SOFTWARE"). SG LICENSES THE SOFTWARE TO YOU ONLY UPON THE EXPRESS CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE AGREEMENT (THE "AGREEMENT"). YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCESSING THE SOFTWARE. BY OPENING THE SEALED PACKAGE, INSTALLING, COPYING, ACCESSING OR OTHERWISE USING THE SOFTWARE, YOU ACCEPT THESE TERMS AND CONDITIONS AND UNDERSTAND THAT THEY WILL BE LEGALLY BINDING ON YOU. IF YOU DO NOT AGREE TO THE TERMS, THEN SG IS UNWILLING TO LICENSE THE SOFTWARE TO YOU. IF YOU DO NOT AGREE WITH THEM, OR DO NOT WANT THEM BINDING ON YOU, YOU MUST NOT INSTALL, COPY, ACCESS OR OTHERWISE USE THE SOFTWARE AND YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND (LESS ANY SHIPPING FEES) WITHIN THIRTY (30) DAYS OF YOUR LICENSE PURCHASE DATE.

IMPORTANT WARNING: IT IS CRITICAL FOR YOU TO REGULARLY BACK UP YOUR DATA. DATA BACK UP IS SOLELY YOUR RESPONSIBILITY. IN NO EVENT SHALL SG BE LIABLE FOR ANY LOSS OF DATA.

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Upgrades: If the Software is an upgrade ("New Version") to a version previously licensed to you ("Previous Version"), you must destroy all copies of the Previous Version. SG reserves the right to require you to show satisfactory proof that the Previous Version was destroyed. If SG provides you additional materials that supplement or extend the Software, those additional materials shall be subject to this Agreement's terms and conditions unless SG otherwise agrees in writing. Notwithstanding the foregoing, you may retain one (1) back-up copy of the Previous Version and may use it solely: (i) to install the New Version hereby licensed and (ii) for archival (backup) purposes to reinstall the New Version hereby licensed if the initial installation fails. Under no circumstances may you otherwise operate the Previous Version and your license rights to each such Previous Version are terminated upon your first successful installation of the New Version.

2. **Title and Copyright.** It is hereby understood and agreed that as between SG and you, SG is the owner of all rights, title and interest, including the copyright, to the Software recorded on the media on which the Software is furnished and all subsequent copies thereof, regardless of the media or form in which the Software or copies thereof may exist. Except as

expressly provided herein, you do not acquire any rights to the Software 3. Limitations On Use. The License granted to You shall not extend to any third party. Except as specifically permitted pursuant to this Agreement, You shall not: (i) copy (except as permitted by applicable law or as provided in this Agreement), sell, modify, translate, transfer, reverse engineer, decompile or disassemble the Software, provided, however, that if You require information necessary to create an independent program which is interoperable with the Software, upon written notification of such requirement SG will make the necessary information available to You upon You entering into obligations to keep the information confidential and payment of SG's costs of providing such information; (ii) remove any proprietary notice, label or mark, on or in the Software, whether in machine language or human readable form; (iii) transmit or distribute the Software, in whole or in part; (iv) create any derivative work that is based on or incorporates the Software, in whole or in part; (v) use the Software to provide any service bureau by which any third party can access the Software, or by which information produced by the Software is sold or given to any third party through use of any technology now known or later devised; (vi) sublicense, assign, delegate or otherwise transfer the License or any right or obligation related to it for any reason without SG's prior written consent (any attempt to sublicense, assign, delegate or transfer this license, by contract, statute, corporate merger of any sort, regulation or court order without SG's prior written consent shall be void); (vii) export the Software outside of the country in which it was purchased without SG's express prior written consent; or (viii) install and operate the Software at any location not specifically licensed in writing by SG for such installation whether through physical transfer of a copy, electronic access through a wide area network of any description, or by any other means now known or hereinafter devised.

Unauthorized copying of the Software or failure to comply with the above restrictions, will result in automatic termination of this Agreement. Unauthorized copying or distribution of the Software constitutes copyright infringement and may be punishable in a federal criminal action by a fine of up to U.S. \$250,000 and imprisonment up to five (5) years. In addition, federal civil remedies for copyright infringement allow for the recovery of actual damages based on the number of copies produced or statutory damages of up to U.S. \$150,000 for willful copyright infringement.

3.1 Software Keys. If a Software key was provided to You, this Section 3.1 also applies to you. You hereby acknowledge and agree that any and all Software keys provided to you in connection with this Agreement (singularly and collectively, the "Key") at all times remain the property of SG. You shall return to the Key to SG upon the termination of this Agreement.

3.2 Confidentiality. You acknowledge that the Key contains SG's confidential information. You shall: (i) use the highest degree of care to prevent the Key's unauthorized use, dissemination, and/or disclosure; (ii) not provide access to the Key to any other Entity, unless such other Entity has a bona fide need to access it and has prior to disclosure entered into a written agreement with SG to be bound by each term and condition of this Section 3.2; (iii) use the Key only to the extent permitted by this Agreement, and for no other purpose whatsoever without SG's further explicit written consent; (iv) immediately notify SG upon Your discovery of any unauthorized use or disclosure of the Key; and (v) cooperate in every reasonable way with SG, its Affiliates, and their respective agents to assist in regaining possession of the Key and to prevent its further unauthorized use or disclosure. If the Key is

required to be disclosed pursuant to any court or government action or regulation, You shall: (1) promptly notify SG of such requirement to allow SG to assert whatever exclusions, exemptions, or protective measures that may be available to it under such action or regulation, (2) use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order, and (3) allow SG to participate in the disclosure proceeding. The Key shall at all times remain the property of SG. Immediately upon the receipt of written demand or at the expiration or termination of this Agreement, You shall discontinue all use of the Key, return it to SG, and certify in writing that it has been returned. To protect the confidentiality of the Key, Your obligations as they pertain to the Key pursuant to this Agreement shall be perpetual and shall never terminate, be terminated, expire, or be suspended, whether by operation of law, court order, or any term of this Agreement.

4. Term. This Agreement shall continue for as long as you use the Software licensed herein or until terminated by SG, whichever occurs first. Without prejudice to any other rights, this Agreement will terminate if you fail to comply with any of its terms or conditions. You agree, upon termination, to destroy all copies of the Software.

5. LIMITED WARRANTY. SimplexGrinnell warrants to the original Licensee that the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of 90 days from the date of delivery; and any hardware accompanying the software will be free from defects in materials and workmanship, under normal use and service, for a period of 90 days from the date of delivery. ANY IMPLIED WARRANTIES ARE LIMITED TO THE PERIODS STATED ABOVE. Some states do not allow limitations on the duration of implied warranties, so this limitation may not apply.

CUSTOMER REMEDIES. SimplexGrinnell's entire liability and Licensee's exclusive remedy shall be, at SimplexGrinnell's option, either (a) return of the purchase price, or (b) replacement of the disk or other media which does not meet SimplexGrinnell's Limited Warranty and which is returned to SimplexGrinnell. If failure of the disk or other media has resulted from accident, abuse, or misapplication, SimplexGrinnell shall have no responsibility to replace it or refund the purchase price. Any replacement will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO WARRANTIES AFTER 90 DAYS. AFTER THE 90-DAY PERIOD, THE SOFTWARE IS FURNISHED "AS IS" AND WITH ALL FAULTS. SG, ITS AFFILIATES, RESELLERS, TECHNICAL SUPPORT PROVIDERS, DISTRIBUTORS, LICENSORS, AND SUBLICENSEES, MAKE, AND YOU RECEIVE, NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SG, ITS AFFILIATES, RESELLERS, TECHNICAL SUPPORT PROVIDERS, DISTRIBUTORS, LICENSORS, AND SUBLICENSEES DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU EXPRESSLY ASSUME ALL RISK RESULTING FROM SUPPORT SERVICES (WHETHER PERFORMED IN WHOLE, IN PART OR NOT AT ALL), OR FROM ANY VIRUS, DOWNLOADED MATERIAL, HARMFUL COMPONENT, OR THROUGH ANY

INTERNET USE RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY SITE OR SERVER THROUGH WHICH THE SOFTWARE IS AVAILABLE. YOU SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY AND TRANSMISSION OF ALL DATA ENTERED, ANY DAMAGE THAT RESULTS FROM OR IS ASSOCIATED WITH USE OF THE SOFTWARE.

IF THE SOFTWARE WAS PURCHASED IN THE UNITED STATES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU SINCE SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN ADDITION TO THE ABOVE WARRANTY RIGHTS, YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT REMAINS WITH YOU.

6. **LIMITATION OF LIABILITY.** THE LIMITATION OF LIABILITY IS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL ANY OR ALL OF THE FOLLOWING: SG, ITS AFFILIATES, RESELLERS, TECHNICAL SUPPORT PROVIDERS, DISTRIBUTORS, LICENSORS AND/OR SUBLICENSEES BE LIABLE FOR ANY DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE AND INCLUDING, WITHOUT LIMIT, ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS INFORMATION OR OTHER DATA, COST OF COVER, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE FAILURE TO PROVIDE FULL OR ADEQUATE SUPPORT SERVICES, EVEN IF SG OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE LICENSE FEE AMOUNT REFLECTS THIS ALLOCATION OF RISK. IN ANY CASE, THE ENTIRE LIABILITY OF SG, ITS AFFILIATES, RESELLERS, DISTRIBUTORS, LICENSORS AND SUBLICENSEES, UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PARTICULAR SOFTWARE VERSION BEING LICENSED TO YOU PURSUANT TO THIS AGREEMENT AND SPECIFICALLY EXCLUDES ANY AMOUNT PAID BY YOU FOR SERVICES, HARDWARE, AND/OR ANY OTHER SOFTWARE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE PARTIES UNDERSTAND THAT THIS LIMITATION OF LIABILITY IS NOT AN INDEMNITY.

7. **JAVA.** The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage.

8. **Export Restrictions / Restricted Rights for US Government Customers.** You shall not to export or re-export the Software, any part thereof, or any process or service that is the direct

product of the Software (collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to the Balkans, Burma, Cuba, Iran, Iraq, Liberia, Libya, North Korea, Sudan, Syria, and Zimbabwe (the foregoing list is subject to change - see <http://www.treas.gov/offices/enforcement/ofac/sanctions/>), or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any entity You know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any entity You know or have reason to know has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. The Software may be a "commercial item" as that term is defined in 48 C.F.R. 2.101 (October 2004), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (October 2004) and "commercial computer software," "computer databases," "computer programs," and "computer software documentation" as such terms are defined in DFARS 252.227-7014(a) (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b) (October 2004), 48 C.F.R. 227.7202-3 (October 2004), and DFARS 227.7202-3 (October 1998), all U.S. Government users acquire the Software with only those rights as set forth herein. Manufacturer is SimplexGrinnell, L.P., d/b/a Tyco Safety Products, Westminster, 51 Technology Drive, Westminster, MA 01441.

9. Equitable Relief. You acknowledge that, at the time this Agreement is entered, it would be impossible or inadequate to measure and calculate all of SG's damages for the breach of certain provisions of this Agreement, including without limitation Section 3.1, and that it would require a court of competent jurisdiction to ascertain SG's damages. Accordingly, if you breach or threaten to breach any of your obligations, other than payment when due, SG shall be entitled, without showing or proving any actual damage sustained, to a stipulated temporary restraining order, and shall thereafter be entitled to apply for a preliminary injunction, permanent injunction, and/or order compelling specific performance, to prevent the breach of your obligations under this Agreement. Nothing in this Agreement shall be interpreted as prohibiting SG from pursuing or obtaining any other remedies as otherwise available to it for such actual or threatened breach, including recovery of damages.

10. Governing Law/Jurisdiction. This Agreement shall be exclusively interpreted, construed and enforced in all respects in accordance with the laws of the State of Colorado (U.S.A.) without reference to its choice of law rules. Notwithstanding the foregoing, no action brought by either Party against the other for breach of this Agreement shall be limited to breach of contract remedies and either Party may bring any additional cause(s) of action that would otherwise be available to it, including and only as applicable based on the facts presented, copyright infringement pursuant to Title 17 of the United States Code. You hereby expressly and specifically waives any objection You may have, pursuant to the Eleventh Amendment to the United States Constitution or otherwise, to the jurisdiction of, or any award that could be granted by, the United States Federal Courts.

11. General. As used in this Agreement "Affiliate" means each: (i) individual, corporation, partnership, limited liability company, limited liability partnership, practice, association, joint stock company, trust, unincorporated organization or other venture or business vehicle (each an "Entity") in which SG directly or beneficially owns a twenty percent (20%) or greater equity interest; or (ii) Entity which, directly or indirectly, is in control of, is controlled by or is under common control with SG; or (iii) the ultimate parent of SG and any Entity which is owned or controlled, directly or indirectly, by the ultimate parent; or (iv) Entity that is a legally recognized franchisee or distributor of SG. For the purpose of this definition, control of an Entity includes the direct or indirect power, whether or not exercised: (a) to vote fifty percent (50%) or more of the securities or other interests having ordinary voting power for the election of directors or other managing authority of such Entity; or (b) to direct or cause the direction of the management or policies of such Entity, whether through ownership of voting securities, partnership interest or equity, by contract or otherwise. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges and supersedes all prior agreements, writings, commitments, discussions and understandings between them, including without limitation any license agreement embedded in the software. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, prohibited, or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely in such jurisdiction and only to the limited extent it is found to be invalid, prohibited, or unenforceable, and each and every remaining provision of this Agreement shall remain in full force and effect as if such invalid, prohibited, or unenforceable provision never had been included. This Agreement shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Agreement.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.


Signature:  Date: 10/28/12
Name (please print): DAVE LAPORE
Title, Company: DEPUTY MANAGER OF AVIATION - AIM
DENVER INTERNATIONAL AIRPORT

Exhibit D



Office of Human Resources
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, Staff Human Resources Professional
DATE: Friday August 2, 2013
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday August 2, 2013** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO130004
Superseded General Decision No. CO20120004
Modification No.11
Publication Date: 07/26/2013
(5 pages)

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

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO130004 07/26/2013 CO4

Superseded General Decision Number: CO20120004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/15/2013
3	03/08/2013
4	04/05/2013
5	04/26/2013
6	05/03/2013
7	05/31/2013
8	06/28/2013
9	07/05/2013
10	07/19/2013
11	07/26/2013

ASBE0028-001 10/01/2012

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.98	13.03

BRCO0007-001 01/01/2011

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

BRCO0007-005 06/01/2011

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

CARP0001-004 05/01/2009

Rates	Fringes
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Carpenters:

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

CARP1607-002 06/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 28.95	11.10

ELEC0068-002 12/01/2012

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Fire alarms, Security Systems, Telephones, Computers and Temperature Controls).....	\$ 32.10	12.53

ELEV0025-002 01/01/2013

	Rates	Fringes
Elevator Constructor.....	\$ 39.59	25.185

FOOTNOTE:

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

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

ENGI0009-003 06/25/2012

	Rates	Fringes
Power equipment operator - crane		
141 tons and over.....	\$ 25.48	8.62
50 tons and under.....	\$ 24.42	8.62
51 to 90 tons.....	\$ 24.57	8.62
91 to 140 tons.....	\$ 24.72	8.62

IRON0024-001 07/01/2011

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

LABO0720-003 05/01/2009

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

PAIN0079-002 08/01/2012

	Rates	Fringes
Drywall Finisher/Taper		
Hand.....	\$ 18.69	6.37
Tool.....	\$ 19.04	6.37
Painters:.....	\$ 17.99	6.37
PAPERHANGER.....	\$ 18.69	6.37

PAIN0930-001 07/01/2013

	Rates	Fringes
GLAZIER.....	\$ 28.67	7.52

PLAS0577-001 05/01/2013

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 23.25	10.23

* PLUM0003-001 07/01/2013

	Rates	Fringes
PLUMBER		
(Excluding HVAC work).....	\$ 33.18	12.44

PLUM0208-001 07/01/2013

	Rates	Fringes
PIPEFITTER		
(Including HVAC pipe).....	\$ 33.35	12.27

SFCO0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.09	18.60

SHEE0009-001 07/01/2012

	Rates	Fringes
Sheet metal worker		
(Includes HVAC duct and installation of HVAC systems).....	\$ 31.77	12.32

SUCO2001-011 12/20/2001

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

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

Career Service Authority
Supplemental to the Davis-Bacon *Building Construction* Project rates
(Specific to the Denver projects)
Supp #100, Date: 03-02-2012

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

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



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
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www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thomton, Staff Human Resource Professional
DATE: Friday August 2, 2013
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday August 2, 2013** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO130012
Superseded General Decision No. CO20120012
Modification No. 08
Publication Date: 07/26/2013
(8 pages)

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

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO130012 07/26/2013 CO12

Superseded General Decision Number: CO20120012

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	03/08/2013
2	04/05/2013
3	04/19/2013
4	04/26/2013
5	05/03/2013
6	05/17/2013
7	07/05/2013
8	07/26/2013

ASBE0028-001 10/01/2012

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.98	13.03

BRCO0007-004 01/01/2011

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

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

BRCO0007-006 06/01/2011

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 21.97	9.88

ELEC0012-004 09/01/2012

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		

Electrical work where the cost is \$150,000 or less....\$ 24.50	11.84
Electrical work where the cost is over \$150,000.....\$ 27.00	11.91

ELEC0068-001 12/01/2012

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.10	12.53

ELEC0111-001 09/01/2012

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator- Underground.....	\$ 25.06	12.75%+4.75
Groundman.....	\$ 22.31	9.78
Line Equipment Operator.....	\$ 27.24	10.80
Lineman and Welder.....	\$ 39.03	14.42

* ELEC0113-002 06/01/2013

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.55	14.48

ELEC0969-002 06/01/2010

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 20.75	5.66

ENGI0009-001 06/25/2012

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 24.57	8.62
Blade: Rough.....	\$ 24.27	8.62
Bulldozer.....	\$ 24.27	8.62
Cranes: 50 tons and under..	\$ 24.42	8.62
Cranes: 51 to 90 tons.....	\$ 24.57	8.62
Cranes: 91 to 140 tons.....	\$ 24.72	8.62
Cranes: 141 tons and over...	\$ 25.48	8.62
Forklift.....	\$ 23.92	8.62
Mechanic.....	\$ 24.42	8.62
Oiler.....	\$ 23.57	8.62
Scraper: Single bowl under 40 cubic yards.....	\$ 24.42	8.62
Scraper: Single bowl, including pups 40 cubic yards and over and tandem		

bowls.....	\$ 24.57	8.62
Trackhoe.....	\$ 24.42	8.62

IRON0024-003 07/01/2011

	Rates	Fringes
Ironworkers:.....	\$ 23.80	18.07
Structural		

LABO0086-001 05/01/2009

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

* PLUM0003-005 07/01/2013

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

	Rates	Fringes
PLUMBER.....	\$ 35.68	12.34

PLUM0058-002 07/01/2012

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	12.95

PLUM0058-008 07/01/2012

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	12.95

PLUM0145-002 07/01/2011

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.05

PLUM0208-004 07/01/2013

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

	Rates	Fringes
PIPEFITTER.....	\$ 33.35	12.27

SHEE0009-002 07/01/2012

	Rates	Fringes
Sheet metal worker.....	\$ 31.77	12.32

TEAM0455-002 07/01/2011		

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 18.41	3.87
Tandem/Semi and Water.....	\$ 19.04	3.87

SUCO2001-006 12/20/2001		

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

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

Career Service Authority
Supplemental to the Davis-Bacon HEAVY Construction Projects rates
(Specific to the Denver Projects)
(Supp #74, Date: 02-03-2012)

Classification		Base	Frinne
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers:			
	GROUP 1	\$17.68	\$8.22
	GROUP 2	\$18.18	\$8.27
	GROUP 3	\$21.59	\$8.61
Laborers: (Tunnel)			
	GROUP 1	\$18.53	\$8.30
	GROUP 2	\$18.63	\$8.31
	GROUP 3	\$19.73	\$8.42
	GROUP 4	\$21.59	\$8.61
	GROUP 5	\$19.68	\$8.42
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator;

Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzelmen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

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

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

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

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

TRUCK DRIVER CLASSIFICATIONS:

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

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

GROUP 3 - Truck Driver Snow Plow.

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

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