

AGREEMENT

THIS AGREEMENT ("Agreement"), Contract Number PLANE-201313012-00, is made and entered into as of the date stated on the City signature page below (the "Effective Date") by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting for and on behalf of its Department of Aviation ("City"), and **MESA MOVING AND STORAGE DENVER, LLC** a Colorado limited liability company authorized to do business in Colorado ("Contractor").

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport ("DIA" or the "Airport"); and

WHEREAS, the City desires to obtain professional services to assist its Department of Aviation in Transportation, Receiving, Warehousing, and Installation of Furniture, Fixtures & Equipment ("FF&E") and Operating Supplies & Equipment ("OS&E") orders for the Denver International Airport Hotel and Transit Center project;

WHEREAS, the City solicited and received proposals for such services and the Contractor's proposal was selected; and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK:

A. **General:** The Contractor will provide professional services for Transportation, Receiving, Warehousing, and Installation of FF&E/OS&E orders as designated by the Manager or the Program Manager from time to time and as described in the attached **Exhibit A** ("Scope of Work") in accordance with schedules and budgets mutually agreed upon.

B. **Professional Responsibility:** The Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Contractor hereby represents and warrants to the City that it will perform its services skillfully, carefully, diligently, and in a workmanlike manner.

3. **COMPENSATION AND PAYMENT:**

A. **Fee:** The City hereby agrees to pay the Contractor, and Contractor agrees to accept as its sole compensation for complete costs incurred and services rendered under this Agreement, amounts calculated in accordance with the provisions of this Agreement, including ***Exhibit A.***

B. **Payments:** Payments will be made to Contractor in accordance with the City's Prompt Payment Ordinance, Denver Revised Municipal Code ("D.R.M.C.") §20-107, et. seq., subject to the Maximum Contract Amount set forth below. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

C. **Invoices:** Payments shall be based upon monthly progress invoices and receipts submitted by Contractor that have been audited and approved by the City in accordance with this Section as follows:

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

(2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Contractor and shall be available for examination by the City, at City request.

(3) The amounts shown on the invoices shall comply with and clearly reference the Scope of Work, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.

(4) Contractor shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.

(5) The signature of an officer of Contractor, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

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

D. **Carry Over and Carry Back:** If the Contractor's total fees for any portion of the work described above shall be less than the amount budgeted above for such work, then the amount by which the budget exceeds the fee may be used, with the written approval of the Deputy Manager, to pay fees for additional and related services rendered by the Contractor, if in the Deputy Manager's judgment such additional fees are reasonable and appropriate.

E. **Additional Services:** The Contractor may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the Program Manager determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. The Contractor shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance by the Program Manager.

In no event shall the approval of Additional Services and the cost of performing them, be deemed to constitute an agreement by the City to an increase in the Maximum Contract Amount as set forth below.

4. MAXIMUM CONTRACT AMOUNT; FUNDING:

A. Notwithstanding any other provision of this Agreement, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000.00) (the "Maximum Contract Amount").

B. The obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Contractor acknowledges that (i) City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. Payment under this Agreement shall be paid from the City and County of Denver Airport Revenue Fund and from no other fund or source. The City has no obligation to make payments from any other source. The City is not under any obligation to make any future encumbrances or appropriations for this contract nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

D. In the event of a construction delay beyond December 31, 2015 that is outside the control of the Contractor, City agrees that additional funding may be necessary under this Agreement or that a separate Agreement be created to cover expenses beyond the scope and timeframe provided herein.

5. TERM OF AGREEMENT AND TIME OF PERFORMANCE:

A. **Term:** The Term of this Agreement shall commence on May 1, 2014, and shall terminate on **January 29, 2016**, unless sooner terminated as provided in this Agreement. Should for any reason the Term expire prior to the completion by Contractor of a task,

then in the Manager's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

B. **Time of performance:** Contractor shall commence work within ten (10) days of being notified to commence work by the Project Manager (Notice to Proceed "NTP") and terminate on completion of the services to be performed by the Contractor hereunder, or the expiration of the Term of this Agreement, whichever is later.

C. **Duration:** The services to be required of the Contractor, as set forth in **Exhibit A**, shall be completed in accordance with the schedule for completion of the Work as set out in this Agreement; provided that such time limits may be extended or otherwise modified by written agreement between the Contractor and the City.

D. **Time Extensions:** The City shall grant a reasonable extension of time to the Contractor in the event that there is a delay on the part of the City in performing its obligations under this Agreement or in completing the underlying capital project, or if conditions beyond the Contractor's control or Acts of God render timely performance of the Contractor's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.

6. EXAMINATION OF RECORDS:

A. In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives 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 Contractor further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

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

7. STATUS OF CONTRACTOR:

It is agreed and understood by and between the parties hereto that the status of 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 §9.1.2 (C) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that Contractor or its

personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

8. ASSIGNMENT:

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

9. KEY PERSONNEL ASSIGNMENTS:

A. All key professional personnel identified in the Scope of Work will be assigned by Contractor or subcontractors to perform work under this Agreement. Contractor shall submit to the Project Manager a list of any additional key professional 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 that submittal. Such additional personnel must be approved in writing by the Project Manager. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that Contractor's and the subcontractor's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

B. If Contractor decides to replace any of its key professional 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, which approval shall not be unreasonably withheld.

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

10. SUBCONSULTANTS AND SUBCONTRACTORS:

A. Although Contractor may retain, hire, and contract with outside subcontractors for work under this Agreement, no final agreement or contract with any such subcontractors shall be entered into without the prior written consent of the Manager or the Manager's 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 subcontractors, and any other information requested by the 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 Contractor's represented professional qualifications are consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed outside subconsultant or subcontractor for this work deemed by the Manager, in the Manager's sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of outside subconsultants or subcontractors or to limit the percentage of work to be performed by them, all in the Manager's sole and absolute discretion. The Manager shall exercise reasonableness in making such decisions regarding subconsultants or subcontractors.

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

11. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, 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 Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

12. INSURANCE:

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

B. 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.

C. Contractor shall comply with all conditions and requirements set forth in the insurance

certificate for each required coverage during all periods in which coverage is in effect.

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

E. 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.

13. DEFENSE AND INDEMNIFICATION:

A. Contractor 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 work performed under this Agreement ("Claims"), unless and to the extent that such Claims have been specifically determined by the trier of fact to be the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault."

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

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

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

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

14. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

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

15. DIVERSITY AND INCLUSIVENESS:

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

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

16. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:

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

B. Contractor further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 13, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

17. OWNERSHIP OF WORK PRODUCT:

All plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by Contractor shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. Contractor shall not be liable for any damage which may result from any use of such documents for purposes other than those described in this Agreement.

18. PREVAILING WAGE:

Contractor shall comply with the City's Prevailing Wage Ordinance, D.R.M.C. §20-76 et. seq., as such Ordinance may apply to Contractor's activities under this Agreement, including as noted

in **Exhibit D**. The Contractor is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C § 20-77.

19. ADVERTISING AND PUBLIC DISCLOSURES:

Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the 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 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.

20. COLORADO OPEN RECORDS ACT:

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 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 Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and 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.

21. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information ("SSI"), as that material is described in federal regulations, 49 C.F.R. part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations and DIA Standard Policy and Procedure 6003. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to the Deputy Manager or the Deputy Manager's designated representative.

22. AIRPORT SECURITY:

A. It is a material requirement of this Agreement that 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. 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 Contractor or any of its employees or subcontractors 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 Agreement for cause.

B. Upon execution of this Agreement, Contractor shall promptly meet with the Airport's Assistant Security Manager to establish badging requirements for Contractor's operations under this Agreement. Contractor shall obtain the proper access authorizations for all of its employees and subcontractors 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 Contractor 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 Agreement, Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to Contractor's operations at the Airport.

D. Contractor shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If Contractor fails to do so, 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 Contractor under this Agreement.

23. TERMINATION:

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

B. If Contractor is discharged before all the services contemplated hereunder have been completed, or if Contractor's services are for any reason terminated, stopped or discontinued because of the inability of Contractor to provide service under this Agreement, Contractor shall be paid only for those services satisfactorily performed prior to the time of termination.

C. Upon termination of this Agreement by the City, 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 as follows: if the termination is for the convenience of the City

Contractor shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Maximum Contract Amount.

24. NOTICES:

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

by Contractor to:	Manager of Aviation Denver International Airport 8500 Peña Boulevard, 9th Floor Denver, Colorado 80249-6340
And by City to:	Mesa Moving and Storage Denver, LLC 403 S. Airport Blvd. Aurora, CO 80017 Attn: Chuck Brown

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

25. 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 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.

26. NO THIRD PARTY BENEFICIARIES:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the

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

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

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

28. CITY SMOKING POLICY:

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

29. GOVERNING LAW; BOND ORDINANCES; VENUE:

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

B. 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.

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

30. 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. The provisions of the attached Appendix No. 1 are incorporated herein by reference.

31. CONFLICT OF INTEREST:

Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interest of

any party with whom Contractor has a contractual arrangement, in conflict with those of 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 Contractor written notice which describes such conflict. 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.

32. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:

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

B. The Contractor certifies that:

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

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

C. The Contractor also agrees and represents that:

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

(2) It shall not enter into a contract with a 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 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 D.R.M.C. §20-90.3.

33. 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 D.R.M.C. §5-17. The parties agree that the Manager's determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

34. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This agreement consists of Sections 1 through 35 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1 & 3:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit B:	[RESERVED]
Exhibit C:	Certificate of Insurance
Exhibit D:	Prevailing Wages
Exhibit E:	Special Conditions [RESERVED]

In the event of an irreconcilable conflict between a provision of Sections 1 through 35 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No. 1 & 3

Sections 1 through 35 hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

35. CITY EXECUTION OF AGREEMENT:

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By_____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____



Contract Control Number: PLANE-201313012-00

Contractor Name: MESA MOVING AND STORAGE DENVER, LLC

By: *Mike Marxer*

Name: MIKE MARXER
(please print)

Title: C.O.O
(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 Service

Installation Services

1. Mesa will schedule FF&E and warehoused GC related goods to arrive at the job site as required to meet the job schedule provided GC gives two business days' notice.
2. Mesa will install all new guest room goods according to plans provided by your office.
3. Mesa will provide 24 hour on-line visibility to inventory and receiving reports.
4. Mesa will initiate freight claims with copies sent to the appropriate parties as requested given Mesa managed the transportation.
5. Mesa will provide up to five full time experienced managers familiar with hotel operations and hotel installations to manage and execute the installation. Managers will be on site in the windows of time necessary to execute install consistent with the agreed schedule. Install pricing includes seventeen (17) weeks of linear installation with no gaps (no down-time).
6. Mesa will remove all trash daily and will recycle the cardboard and pallets.
7. Mesa will provide full value protection on all goods during Mesa provided services; 100% coverage on Transportation, 100% coverage on Warehousing, and 100% coverage during Mesa Installation. After tendering signature, Mesa will not have protection on goods delivered to and installed by GC.

Installation Assumptions

1. The proposal is based on a total 17 week continuous, linear, installation time period beginning May 18, 2015.
2. Owner supplied, general contractor installed items are to be received and stored by others. Mesa will handle only those goods that Mesa is installing. Vanities, vanity tops, closets, and approximately 50% of the vinyl wall-covering are the exceptions.
3. Installation will take place on the first or second shift by non-union labor.
4. Mesa is to be provided with scheduled, exclusive use of two elevators (one in the east tower, one in the west tower – on each working shift), of adequate size to lift goods to all levels of the project receiving loose FF&E with an Owner supplied operator if required.
5. Mesa will also require the use of at least two loading dock bays during our working shifts.

6. Mesa reserves the right to participate in the formulation of the installation time period, as it applies to the job schedule, to insure that Mesa has been allotted enough time to complete the work.
7. This proposal assumes that all goods will fit into the elevators and into place without door removal, stair carries, alteration, disassembly, or special equipment.
8. Mesa is not responsible for an area, installed goods, or finishes unless we are given sole access to those areas.
9. Any time spent on the site beyond the 17 week guestroom installation time period due to no fault of Mesa, will be billed at a rate of \$4,600.00 per manager per week.
10. All wall mounted items are to be provided with hardware and security cleats pre-attached. This proposal does not include unframed, glued-down mirrors.
11. The double handling of goods resulting from areas not ready for installation according to the mutually agreed schedule will be reimbursable to Mesa at the site labor rate.
12. This proposal is based solely on the bid documents provided by your office, with noted exceptions. Installation exclusions include: lockers, shelving, Herman Miller or Workplace Resource office furniture, banquettes (other than set in place), closets, vanities, vanity tops, vanity mirrors, base, vinyl wall cover, floor coverings, window treatments and hardware, built in seating, fitness equipment, OS&E items, hard wired electrical fixtures, millwork, systems, closet or bath hardware, cutting, patching, or field modification of FF&E items, Murphy beds, Westin Vertical Garden, television hook-up or programming, retail area goods, the plugging in or bulbing of lamps, and interior or exterior signage systems. Candle Wall will be assembled by others but installer will work with that party to string the Candle Wall lights during the assembly process. Candle Wall lights plug-in and are not hard-wired.
13. Mesa will require adequate, continuous access to all walkways, entrances, and elevators necessary to complete the installation in a timely and efficient manner.
14. This proposal does not include site security services, site cleaning services, or site protection.
15. This proposal assumes that all goods will arrive at the job site fully assembled with the exception of bed frames, headboards, desks, and table bases or legs to table tops.
16. Mesa will need access to an on-site office with paid data, and phone facilities to contact vendors, manage the installation, and to store our tools and equipment.
17. Bed spreads, pillows, bed skirts, and accessories are to be turned over in bulk to operations for unpack, count, and distribution. Adequate, secure storage must be provided on site to schedule and receive these items.

18. Room in a Box and all other OS&E items will be delivered to the loading dock for unloading and distribution by hotel operations.
19. All items, including closets, vanities, and vanity tops, will be delivered to the site in the packaging in which it was received at the warehouse.
20. Each day's trash will be moved out of the building the next delivery day onto the next day's delivering warehouse trucks.
21. Mesa will clean up any trash and dust caused by its work only.
22. All goods are to be received through the hotel loading dock.
23. Mesa is to be provided with free parking and shuttle service to and from the parking lot.
24. All sales taxes, excise taxes, license fees, bond fees will be paid by others.

Warehouse Services:

1. Mesa will receive FF&E related goods from inbound carriers as they arrive for small package, air freight, and less-than-truckload (LTL) shipments.
2. Mesa will visually inspect the exterior of a shipment for damage. Open and inspect will be provided for the fee quoted when requested by authorized DIA personnel or representatives
3. Mesa will open cartons with visible packaging damage and notify the purchaser and the owner's representative of actual damage within one business day if discovered.
4. Mesa will store the goods in an efficient manner within the warehouse.
5. Mesa will pull and deliver or tender goods in full pallet or carton quantities as requested with a minimum of two business days' notice.
6. Mesa will provide the purchaser and the owner's representative with documentation and a reasonable amount of pictures within one business day to support a transportation claim.
7. Mesa will provide reasonable access to goods during business hours for inspection, repair, or other validation upon request with one business day notice. Additional warehouse handling charges may apply to pull, stage, unpack, repack, and re-rack.
8. Warehouse pricing includes seven months of storage for FF&E goods. Pricing includes thirteen months of storage for closets, vanities, and vanity mirrors. Pricing includes fifteen months of storage for approximately 50% of the vinyl wall-covering. Pricing includes four months for OS&E items.

9. Warehousing of owner purchased GC installed goods are not included in this proposal with the exception of closets, vanities, vanity tops, vanity mirrors, non-wall mounted hardwired fixtures, and OS&E items.

Warehouse Assumptions:

10. Outbound cartons will not be opened and pallets will not be broken down for pickup or delivery to site unless an extra charge is applied. Goods will be requested in unitized original packaging. The “room in a box” service, if requested, will be an exception.
11. Items received and stored will be those listed on the bid documentation provided.
12. Customer will assist warehouse personnel in identifying items if the packing list is not received and/or if the goods are not marked properly for the project.
13. All goods will be packaged in a manner conducive to safe and efficient warehousing and will be side-mark for clear identification.
14. Project must be executed on the projected schedule or within 90-days of original time periods of May 2014 through September 2015. Projects significantly delayed may require re-pricing due to changes in warehouse space availability.
15. Products must be new goods and made from materials not adversely affected by typical warehousing conditions within the geography of the warehouse, including, but not limited to; humidity, temperature variations, and other atmospheric conditions. No liability will be taken for antiques, wall-covering, or other volatile goods unless customer requests and warehouse provides climate control storage, which may be an additional charge.
16. Existence of oversized pieces will be communicated before delivery to assure warehouse can handle the item(s). Oversized is defined as larger than 96” in any single or multiple dimensions and exceeding 2,500 pounds as a single piece or pallet.
17. Deliveries will be made as truckload local movements using a single driver with tail-gate delivery. Two–business day notice will be given. Unloading will be done by installation crews with driver assistance.
18. Deliveries will be made on business days during first or second shift with non-union labor.
19. Pricing assumes that the following items will not pass through the warehouse: Herman Miller goods, bed-sets, the 50% of the vinyl wall-covering previously received by the GC, hardwired fixtures, floor covering, Sky Lobby banquettes, built in seating, fitness equipment, room or directional graphics, bath or closet hardware, plumbing fixtures, electronics systems (other than TVs), lockers, or shelving. If the chandelier crystals are warehoused, an additional charge will apply and be quoted when that information is made available.

Transportation Services

1. Mesa will schedule FF&E related goods for pickup and transport via the most cost effective carrier while preserving the service integrity of the shipment.
2. Mesa will provide a written bill of lading via fax or email for the origin vendor so the shipment can be tendered using the most cost effective freight classification and third party billing instructions.
3. Mesa will track all shipments in transit to assure on time arrival at the warehouse or site.
4. Mesa will notify the customer of all damage and shortage notations on the bills of lading so customer can require its warehouse or site representative to open and inspect the suspect damaged shipment.
5. Mesa will facilitate the claims process by arranging carrier inspection, supporting repair, collecting and filing paperwork with the carrier, receiving payment or denial from the carrier, and communicating carrier response to the customer.

Transportation Assumptions

1. All vendor origins are domestic continental US and consistent with the purchase order information and/or the information provided in the bid request and subsequent written agreements.
2. Unless otherwise stated in this agreement, pricing excludes:
 - a. International shipments
 - b. Duties and taxes
 - c. Import or export customs clearance
 - d. Expedite costs and services
 - e. Ferry charges
 - f. Blanket-wrap transportation
3. All vendor shipments will be packaged in a manner conducive to safe and efficient transportation.
4. Used electronics and appliances will be transported as required but Mesa will accept no liability for the function of the device unless negligence can be proven. Used electronics and appliance may not function after movement even with careful handling due to the age of wiring, loose components, or other causes that could not be reasonably prevented.
5. The purchase orders and/or item list provided in the bid solicitation is all that is included in this response. Additional quantities, items, or vendor changes, will constitute a change in scope and may impact pricing.

6. The following items are excluded from the transportation management service; case-goods from Fairmont Design, bed-sets, all OS&E (operating supplies and equipment), the 50% of the vinyl already in the GC warehouse at commencement of this agreement, and the Majestic Mirror shipment received prior to the commencement of this agreement.
7. Project must be executed on the projected schedule or within 90-days of original time periods of May 2014 through September 2015. Projects significantly delayed may require re-pricing due to changes in transportation costs, tariff increases, or surcharges.

Cost Proposal Form:

Transportation Scope (T):

All charges and costs related to the Transportation/Logistics services portion of the total contract (from manufacturer or port of entry to the local Denver-area warehouse) will be...

T = \$ 326,316.00

Receiving Scope (R):

All charges and costs related to the service necessary to receive the goods at the warehouse will be...

R = \$ 56,475.00

Warehousing Scope (W):

All charges and costs related to organizing and storing the goods until they are delivered to the work site will be...

W = \$ 258,010.00

Installation Scope (I):

All charges and costs related to delivery of goods from the warehouse to the work site and the installation of the goods in the facility in the correct locations will be... This amount includes the minor premium for the use of a minority owned labor source.

I = \$ 744,970.00

Grand Total (TRWI Scope Complete):

The summation of the four line items above - profit and overhead will be included in each line item above, so this Grand Total will be the addition of all four line items and will be the Proposer's complete lump sum proposal for the work described in the Scope of Work for the TRWI Contract.

TRWI = \$ 1,385,771.00

Requested Add Alternate: "Room-in-a-Box" Service

This line item cost shall include any extra charges the Contractor will incur over and above the TRWI Charges listed above for combining in the warehouse all the OS&E for each individual guest room into one box or boxes per room and delivering that box or boxes to the specific guest room for installation by the Hotel Operator. This Add Alternate will be...

"Room-in-a-Box" = \$ 25,800.00

Delivery of Closets, vanities, and vanity tops from truck to rooms **\$ 15,800.00**

Warehouse Rates = cwt per calendar month or fraction thereof **\$ 3.00/cwt**

Warehouse Labor Rates = hourly labor for out-of-scope requests **\$ 30.00/hr**

Site Labor Rates = hourly labor for out-of-scope requests **\$ 35.00/hr**

Weekly Rate for project manager if additional weeks are required **\$ 4,600/week**

OS&E Freight - The percentage would apply to any portion of the value of OS&E shipped. **8.95%**

[END OF DOCUMENT]

EXHIBIT B

[RESERVED]

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

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: 201313012 – TRWI Services for Hotel/PTC

I. MANDATORY COVERAGE**Colorado Workers' Compensation and Employer Liability Coverage**

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits Statutory Limits

And Employer's Liability Limits:

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

1. All States Coverage with 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.

Coverage: Transportation while in Transit

Minimum Limits of Liability (in Thousands)

\$1,000 any one conveyance

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Each Occurrence and aggregate

\$5,000

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.**

Errors and Omissions

Coverage: Freight Forwarder

Minimum Limits of Liability (In Thousands)

Per Claim

\$1,000

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

1. Policies written on a claims-made basis must remain in force for three years ERP in accordance with CRS 13-80-104.
2. If the coverage is written on a claims-made basis the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract.
3. Any cancellation notice required herein must be provided by Certified Mail. Coverage must extend, by endorsement or otherwise, to cover the full scope of all environmental services performed under the insured's contract with the City.

Miscellaneous Coverages:

Coverage: Crime

Minimum Limits of Liability (In Thousands)

Per Claim **\$1,000**

Coverage: Warehouse

Minimum Limits of Liability (In Thousands)

Replacement Cost

Coverage: Inland Marine

Minimum Limits of Liability (In Thousands)

Replacement Cost

Coverage: Installation Floater:

Minimum Limits of Liability (In Thousands)

Replacement Cost

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

1. Coverage equal to the initial Contract Amount including labor and expenses, policy shall include the following provisions:
 - a. The City, Contractor, subcontractor and any others with an insurable interest in the work shall be Insureds on the policy.
 - b. Coverage shall be written on a Covered Cause of Loss-Special Form, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing, if applicable.

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City has an insurable interest in the property required to be covered.
- d. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- e. Policy shall contain a waiver of subrogation in favor of the City and County of Denver.
- f. The Insured is responsible for the payment of all deductibles under the Installation Floater policy.

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 document 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.



DENVER
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, OHR Compensation and Classification
DATE: December 9, 2013
SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum all of the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 107
Publication Date: 12-06-2013
(13 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. The employer and the individual apprentice must be registered in a program, which has received prior approval, by the U.S. Department of Labor. Any employer, who employs an apprentice and is found to be in violation of this provision, shall be required to pay said apprentice the full journeyman scale.

Questions call (720) 913-5664

Attachments as listed above.

APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 02-19-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Appliance Mechanic	\$22.34/hour	\$5.82/hour

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 11-2-2012

Effective: 12-6-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Entry-Support Mechanic	\$15.26/hour	\$5.57/hour
Machinery Maintenance Mechanic	\$19.33/hour	\$6.04/hour
Controls System Technician	\$24.90/hour	\$6.68/hour

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

Entry Support Mechanic

Under direct supervision, assists the Machinery Maintenance Mechanic in maintaining the operational status of the baggage handling system. Duties include but are not limited to; assisting with adjustments with belt tracking, belt tension, and gearbox.

Machinery Maintenance Mechanic

Performs routine and basic adjustments of baggage handling system equipment including but not limited to, belt tracking, belt tension, and gearbox and bearing lubrication. Performs daily and periodic shift inspections, cleaning, and diagnostics of mechanical system components based on an established preventive maintenance program. Dismantles, repairs, and reassembles equipment or machines for stock replacement or to restore baggage handling system equipment to operational status. Preventive maintenance and overhauling machines includes, but is not limited to, motors, clutches, brakes, transporting telecars, bearings, drive belts, drive shafts, pulleys, gearboxes (speed reducers), and conveyor belting. Maintains daily turnover reports and hourly labor time sheets for warranty reimbursement and statistical tracking of repairs.

Controls System Technician

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not

limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

Removes and replaces plug-in type boards and components. Aligns, replaces, and cleans photocells. Makes minor repairs of connectors, wiring and fuses on-site, and cleans and performs diagnostic routines of electrical and control system components. Performs scheduled routine maintenance on all control system components and reporting devices (including personal computers), based on recommended manufacturer practices. Uses a personal computer to diagnose and correct PLC and operating system software problems. Diagnoses, repairs and aligns laser array (baggage tag reader) and RF reader hardware and software.

Note: Incumbents must possess an Electrician's license when work warrants.

BUILDING ENGINEER

Last Revision: 07-19-2012

Effective: 09-05-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Building Engineer	\$28.91/hour	\$7.15/hour

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs in tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

FUEL HANDLER SERIES

Last Revision: 11-2-2012

Effective: 12-6-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Fuel Distribution System Operator	\$18.97/hour	\$6.00/hour
Lead Fuel Distribution System Operator	\$19.83/hour	\$6.10 /hour
Fuel Distribution System Mechanic	\$23.46/hour	\$6.52/hour
Lead Fuel Distribution System Mechanic	\$24.53/hour	\$6.64/hour

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

Fuel Distribution System Operator:

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipments

to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

Lead Fuel Distribution System Operator:

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Operator classification.

Fuel Distribution System Mechanic:

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic:

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

CUSTODIANS

Last Revision: 09-06-2012
Effective: 12-06-2013

<u>Classification</u>	<u>Base Wage</u>	<u>Fringes</u>
Custodian I	\$13.53/hour	\$3.95 SINGLE \$5.43 2-PARTY \$6.65 FAMILY
Custodian II	\$13.88/hour	\$4.01 SINGLE \$5.49 2-PARTY \$6.71 FAMILY

Benefits and Overtime

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.11) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hr 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hr.
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Position Descriptions:

Custodian I	Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.
Custodian II	Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA Oil and Gas Wages

Established March 21, 2013

Classification:	SCA Title	Base Wage	Fringes	Total
Mechanic	Heavy Equipment Mechanic	\$22.05	\$6.25	\$28.30
Pipefitter	Pipefitter, Maintenance	\$24.59	\$6.55	\$31.14
Rig/Drill Operator	Well Driller	\$20.88	\$6.12	\$27.00
Derrick Hand/Roustabout	Laborer	\$13.87	\$5.31	\$19.18
Truck Driver	Truck driver, Heavy	\$20.37	\$6.06	\$26.43

Service Contract Act Wage Determination No. 2005-2081 Rev No. 12 was used to obtain the base wages.

Service Contract Act Wage Determination No. : 2005-2081, Rev No. 12, Dated 06/13/2012 was used to calculate benefits:

HEAVY EQUIPMENT MECHANIC

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

PIPEFITTER, MAINTENANCE

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

WELL DRILLER

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

LABORER

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

TRUCKDRIVER, HEAVY TRUCK

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

Glycol Facility Wages

Established June 6, 2013

Classification:	SCA Title	Base Wage	Fringes	Total
Deicing Facility Operator	Water Treatment Plant Operator	\$22.79	\$6.34	\$29.13
Maintenance Mechanic	Machinery Maintenance Mechanic	\$23.43	\$6.41	\$29.84
Material Handling Laborer	Material Handling Laborer	\$17.36	\$5.71	\$23.07

Service Contract Act Wage Determination No. 2005-2081 Rev No. 12 was used to obtain the base wages.

Service Contract Act Wage Determination No. : 2005-2081, Rev No. 12, Dated 06/13/2012 was used to calculate benefits:

FIRE EXTINGUISHER REPAIRER

Last Revision: 09/06/2012

Effective Date: 09/05/2013

Classification:

Base Wages:

Fringes:

Fire Extinguisher Repairer

\$18.97/hour

\$6.00/hour

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings. Using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubings, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment, and may install cabinets and brackets to hold extinguishers.

FURNITURE MOVERS
(Moving, Storage and Cartage Workers)

Last Revision: 11-2-2012

Effective: 12-6-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Laborer/Helper	\$17.36/hour	\$5.81/hour
Driver/Packer	\$17.43/hour	\$5.82/hour
Lead Worker	\$18.22/hour	\$5.91/hour

LANDSIDE PARKING ELECTRONICS TECHNICIAN

Last Revision: 11-2-2012

Effective: 12-6-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Landside Parking Electronics Technician	\$22.14/hour	\$6.36/hour

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control in order to minimize repair problems and meet manufacturers' specifications.

SIGN ERECTOR

Last Revision: 10-15-2009

Effective: 10-15-2010

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Sign Erector	\$20.19/hour	\$3.80/hour

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws, or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

TELEDATA TECHNICIAN

Last Revision: 07-19-2012

Effective: 09-05-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Teledata Technician	\$35.31/hour	\$7.78/hour

This classification of work is responsible for telephone installation, removal, relocation, problem resolution, cable maintenance and repair ; installs and maintains large programmable PBX systems (Panasonic 1, 2, & 3 line sets, ISDN 6504, 6508, 7504, 7505, 7506, 7507; Northstar stations and systems; Northern Telecom Option 11 system, Vodavi Executive sets and systems, AT&T system 75, Eagle sets and systems; 2/06, 4/10, 8/20, 10/30, 30/70 Merlin systems; 3/8, 6/16, 12/24, and 24/48 Vodavi systems). Duties also include testing circuits, analyzing results, repairing and modifying circuits and equipment in a step by step XY all relay and/or electronic switch system. This classification of worker locates electrical, electronic, and mechanical failures in telephone switching and carrier equipment; repairs equipment by replacing defective parts by such procedures as setting clearances, adjusting spring tensions, wipers, relay contacts and other interrelated mechanisms ; installs or rearranges equipment frames and shelves, and such equipment as line finders, switch banks, selectors, connectors, repeaters, peg counters, restricting post cams, and various interrelated truck circuits. Workers resolve complex problems between exchange, both government and commercial and may direct, instruct, and assist lower level employees with their overall assignments.

TILE SETTER-MARBLE MASONS-TERRAZZO FINISHERS, FLOOR GRINDERS, AND BASE GRINDERS

Last Revision: 09-06-2012

Effective: 09-05-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Finisher (Tile- Marble-Terrazzo)	\$19.81 /hour	\$7.57/hr

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Journeymen Rates for the Tile Setter classification of work (Tile Setter, Marble Mason, and Terrazzo Worker) are provided by the Davis-Bacon Act.

TRANSIT TECHNICIANS

Last Revision: 01-01-2012

Effective: 01-01-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Transit Technician - Entry	\$22.21/hour	\$6.27/hour
Transit Technician - Senior	\$24.28/hour	\$6.51/hour
Transit Technician - Lead	\$25.38/hour	\$6.64/hour
Elevator Mechanic/Repairer	\$39.59/hour	\$29.08/hour (< 5 yrs service) \$29.87/hour (> 5 yrs service)

In addition, Shift differentials of eight percent (8%) of the employee's straight time pay rate for the second shift and ten percent (10%) for the third shift for straight time work regularly scheduled providing here that (50%) of the employee's work occurred on such shift.

Transit Technician-Entry: Associates in this position will be given instruction by on-the-job and/or classroom training to perform corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro/mechanical, hydraulic, and pneumatic nature. This classification of workers may assist with routine preventive maintenance, inspection, and adjustment. Tasks and procedures are well established and require close supervision. Incumbents will follow the direction of higher level personnel in preventive or corrective maintenance phases of work. Most tasks will be of an apprentice nature and will require close supervision. Incumbents will progress to the journey level after one year as a Transit Technician-Entry.

Transit Technician-Senior: This is a full performance level class performing various corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro-mechanical, hydraulic, and pneumatic nature; monitors the transit system via a central computer system to make automated adjustments in the operation and maintenance of the transit system.

Transit Technician-Lead: Performs lead technical duties such as making work assignments and conducting on-the-job informal training as well as performing various tasks involved with the operation and maintenance of the transit system. The Lead Transit Technician is the specialist in terms of hands-on diagnosis and troubleshooting various problems that may arise on the transit system.

23210-Elevator Repairer: The SCA-Directory of Occupations describes, Elevator Repairer as, "repairs and maintains "Automated People Movers" and like named devices used in the transportation of people and materials including, but not limited to elevators, escalators, dumbwaiters, and moving walkways to meet safety regulations and building codes. This worker trouble shoots and determines causes of trouble in brakes, electrical motors, switches, signal and control systems, using computers, test lamps, voltmeters, ammeters, and oscilloscopes, disassembles defective units and repairs or replaces parts such as electrical door locks, cables, electrical wiring and faulty safety devices installs push button control systems, complete control systems, and other devices to modernize automated people mover systems, and cleans and lubricates bearing and other parts to minimize friction."

TREE TRIMMERS

Last Revision: 10-15-2009

Effective: 10-15-2010

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Tree Trimmer	\$16.77/hour	\$2.48/hour

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples from diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipments.

WINDOW CLEANERS

Last Revision: 01-20-2011
Effective: 09-06-2012

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Window Cleaner	\$21.25 /hour	\$6.61/hr (Single) \$8.34/hr (2-Party) \$9.12/hr (Family)

Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	Employer will provide employees with the ECOPASS
Note:	The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Last Revision: 08-02-2012
Effective Date: 9-5-2013

Pest Controller

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Pest Controller	\$20.41/hour	\$6.17/hour

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license



DENVER
THE MILE HIGH CITY

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, Associate Human Resources Professional

DATE: Friday January 10, 2014

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 January 10, 2014** 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. CO140004
Superseded General Decision No. CO20130004
Modification No.0
Publication Date: 1/3/14
(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: CO140004 01/03/2014 CO4

Superseded General Decision Number: CO20130004

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 01/03/2014

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 09/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 23.68	8.34

BRCO0007-005 05/16/2013

	Rates	Fringes
TILE SETTER.....	\$ 27.15	7.63

CARP0001-004 05/01/2009

	Rates	Fringes
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 11/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.80	10.14

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 07/01/2013

	Rates	Fringes
Sheet metal worker (includes HVAC duct and installation of HVAC systems).....	\$ 32.04	13.13

 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.



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, Associate Human Resources Professional

DATE: Friday January 10, 2014

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 January 10, 2014** 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. CO140004
Superseded General Decision No. CO20130004
Modification No.0
Publication Date: 1/3/14
(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: CO140004 01/03/2014 CO4

Superseded General Decision Number: CO20130004

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 01/03/2014

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 09/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 23.68	8.34

BRCO0007-005 05/16/2013

	Rates	Fringes
TILE SETTER.....	\$ 27.15	7.63

CARP0001-004 05/01/2009

	Rates	Fringes
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 11/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.80	10.14

LAB00720-003 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 07/01/2013

	Rates	Fringes
Sheet metal worker (Includes HVAC duct and installation of HVAC systems).....	\$ 32.04	13.13

 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.

EXHIBIT E

[RESERVED]