

PUBLIC ART PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the “City,” and **CLIFF GARTEN and ASSOCIATES, INC., a California corporation, doing business as CLIFF GARTEN STUDIO**, , whose address is 1315 Preston Way Venice, CA 90291 hereinafter referred to as the “Artist.”

RECITALS

1. The City has allocated funds to include artwork to be integrated into the construction of the Colorado Convention Center project as part of the City’s Public Art Program under D.R.M.C. §§ 20-85 through 20-88.

2. The Artist has been selected by the City to design, execute, fabricate, deliver and install a work of art consisting of a suspended aluminum and blown glass sculpture (the “Work”), such Work to be integrated into Lobby D of the Colorado Convention Center located at 700 14th Street, Denver, Colorado (the “Site”), after consultation with Denver Arts and Venues (DAV), Site designers, and Department of Transportation and Infrastructure personnel.

3. Both parties wish to reasonably promote and maintain the integrity and clarity of the Artist’s ideas and statements as represented by the Work.

4. The Artist was selected via an open Call for Entry by an independent expert panel.

5. The City believes the Artist to be well able to undertake and perform such services for the City and County of Denver, and desires to contract with the Artist for the performing of such services.

6. The Artist is ready, willing and able to render such services as an independent contractor.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto hereby agree as follows:

1. WORK TO BE PERFORMED:

1.1 General.

a. As used in this Agreement, unless the context otherwise requires: “Work” means the work of art as ultimately conceived, designed, fabricated, transported, delivered, engineered for installation, and ultimately installed by the Artist, after consultation with the Site designers and others. The Work includes all physical components of the complete artwork including but not limited to associated structural attachments and supports, landscaping material and hardscape, bases, or mounting brackets or devices, electronic components, lighting, video components and all other miscellaneous components necessary to complete the fabrication and installation of the artwork, fully integrated into the existing building.

b. The Artist shall perform all services and furnish all supplies, material and equipment as necessary for the design, execution and fabrication of the Work, including but not limited to, payments for all necessary taxes, insurance, small tools, Artist consultants, rental equipment, and all other items incidental to producing a complete and acceptable Work, and shall, either directly or through qualified sub-consultants, undertake the transportation and installation of the Work at the Site.

c. The Artist shall determine the artistic expression, scope, design, color, size, material, texture, and location on the Site of the Work, subject to review and acceptance by the City as set forth in this Agreement.

1.2 Artist’s Scope and Preliminary Design.

The Artist will submit an initial proposal and develop the design for the Work, in accordance with the Scope of Work, a copy of which is attached hereto and incorporated herein as Exhibit A. The Artist will, under this Agreement, prepare the final design and perform the other services specified herein.

1.3 Preliminary Design Review.

a. Within sixty (60) days after receipt by the Artist of Notice to Proceed issued to the Artist by the Director of DAV, the Artist shall prepare and submit to the City detailed preliminary working drawings of the Work and the Site, together with such other graphic material as may reasonably be requested by the City in order to permit the City to carry out preliminary design review and to certify the compliance of the Work with the finally approved preliminary design of the Work. Upon request by the Artist, the City shall promptly furnish all readily available information and assistance required by the Artist in connection with

said submission. However, the City does not guarantee its information, materials and assistance, and assumes no liability therefore. The Artist shall be solely responsible for designing the Work in compliance with all applicable City, State and/or Federal statutes, ordinances, and/or regulations.

b. During the preliminary design review, the City may also require the Artist to make such revisions to the design as are necessary for the Work to comply with the finally approved conceptual design of the Work.

c. The City may also request revisions for other practical and/or non-aesthetic reasons.

d. After its receipt of the Artist's submission(s) pursuant to this Section 1.3, the City shall notify the Artist of its approval (or disapproval) of such submission and budget and of all revisions made in the initial proposal as a result thereof. The City's approval shall be in its sole discretion. Revisions made pursuant to this Section 1.3 become a part of the Preliminary Design. The Preliminary Design Proposal ("Initial Proposal") will be incorporated herein as Exhibit B.

1.4 Final Design Review.

a. Within sixty (60) days after the date of approval of the preliminary design by the City, the Artist shall prepare and submit to the City detailed working drawings of the Work and the Site, together with such other graphic material as may reasonably be requested by the City in order to permit the City to carry out final design review and to certify the compliance of the Work with applicable statutes, ordinances, and regulations. Upon request by the Artist, the City shall promptly furnish all readily available information and assistance required by the Artist in connection with said submission. However, the City does not guarantee its information, materials and assistance, and assumes no liability therefore. The Artist shall be solely responsible for designing, fabricating, constructing, delivering and installing the Work in compliance with all applicable city, state and/or federal statutes, ordinances, and/or regulations. It is expressly understood that the Artist shall have his or her final design reviewed and stamped as approved as to structural integrity by a professional engineer licensed to practice in the State of Colorado.

b. The submission shall also include a budget, not to exceed One

Million Two Hundred Thousand Dollars (\$1,200,000.00), as described herein, that includes all costs for design, engineering, execution, fabrication, transportation, delivery, installation, insurance, contingencies, consultant fees, fees and permits, site and building modification, and any other costs associated with the Work, and the Artist's fee.

c. The submission shall also include a written statement detailing anticipated regular and routine maintenance, such maintenance to be provided by the City in its sole discretion, as appropriate to maintain the Work in its intended condition.

d. During the final design review, the City may also require the Artist to make such revisions to the design as are necessary for the Work to comply with applicable statutes, ordinances, or regulations of the City, the State of Colorado, or the U. S. Government.

e. The City may also request revisions for other practical and/or non-aesthetic reasons.

f. After its receipt of the Artist's submission(s) pursuant to this Section 1.4, the City shall notify the Artist of its approval (or disapproval) of such submission and budget and of all revisions made in the Initial Proposal as a result thereof. The City's approval shall be in its sole discretion. Revisions made pursuant to this Section 1.4 become a part of the Final Design. The Final Design Proposal (the "Proposal") will be incorporated herein as Exhibit C.

1.5 Execution of Work.

a. After written approval by the City of the Final Design, the Artist shall furnish to the City a schedule for the completion of fabrication and installation of the Work, including a schedule for the submission of progress reports, if any. After written approval of the schedule by the City, the Artist shall fabricate, transport and install the Work in accordance with such schedule. Such approval schedule shall be incorporated into this Agreement by reference as Exhibit D and may be amended by written agreement between the City and the Artist.

b. The City shall have the right to review the Work at reasonable times during the fabrication hereof. The Artist shall submit to the City progress reports acceptable to the City.

c. The Artist shall complete the fabrication, transportation and installation of Work in conformity with the Proposal.

d. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material or texture of the Work. The City shall in its sole discretion determine whether a significant change exists.

1.6 Delivery and Installation.

a. The Artist shall notify the City in writing when fabrication of the Work is completed and it is ready for delivery and installation at the Site.

b. The Artist shall deliver and install the completed Work at the Site in compliance with the schedule approved pursuant to Section 1.5.

c. The City shall endeavor to prepare the Site for the timely installation of the Work, including public access, and area lighting of the Work, but shall not be responsible for any utility provision or expense, or for any physical alteration of the Site surface.

1.7 Post Installation.

a. Within thirty (30) days after the installation of the Work, the Artist at his sole expense shall furnish the City with the following thirteen (13) digital photographs:

(i) Ten (10) images taken from different viewpoints and distances. At least three (3) of these images should be suitable for reproduction and print use of the Work as installed. Utilizing uncompressed .tiff files at least 300 dpi in 8"x10" is recommended.

(ii) Three (3) images taken of the Site prior to the installation of the Work.

b. The Artist shall provide a plaque at the Site, according to specifications set out in Exhibit E attached hereto and incorporated herein by reference.

c. The Artist shall be available at such time or times as may be agreed between the City and the Artist to attend an inauguration, dedication, or presentation ceremony relating to the transfer of the Work to the City for at least one hour at a date mutually agreed upon by the parties. Artist further agrees to participate in the discussions or question sessions at such event or ceremony. The City shall endeavor to arrange for publicity for the completed Work in such art publications and otherwise as may be determined between the City and the Artist as soon as practicable following installation.

d. Upon installation of the Work, the Artist shall provide to the City

written recommendations for appropriate maintenance and preservation of the Work.

1.8 Final Acceptance.

a. The Artist shall advise the City in writing when all services required except those described in Section 1.7. c. have been completed in conformity with the Proposal. The Artist shall, prior to final acceptance of the Work, provide the City with lien and/or claim releases from contractors, subcontractors, and suppliers on the Project and shall otherwise comply with the provisions of C.R.S. §38-26-107.

b. The City shall notify the Artist in writing of its final acceptance of the Work.

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

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

2. **COORDINATION AND LIAISON:** The Artist shall fully coordinate all services under the Agreement with Director of the Division of Denver Arts and Venues (the “Director”). The Director may from time to time direct, in writing, with copy to the Artist, that the authority to coordinate certain day-to-day matters, including but not limited to specific events, access, and egress, shall be exercised by other City employees, including but not limited to those in the Department of Transportation and Infrastructure. The Artist agrees that during the term of this Agreement he or she shall fully coordinate all work hereunder as directed by the City, including coordination with the City’s Department of Transportation and Infrastructure, other City agencies or departments and other consultants or contractors to the City.

3. **TERM OF AGREEMENT AND TIME OF PERFORMANCE:**

3.1 Term. The term of the Agreement shall commence on the date of the City's signature (the "Effective Date") and terminate on completion of the services to be performed by the Artist hereunder, or on December 31, 2026, whichever is earlier.

3.2 Duration. The services to be required of the Artist, as set forth in Article 1, 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 Artist and the City.

3.3 Early Completion of Artist Services. The Artist shall bear any transportation and storage costs resulting from the completion of his or her services hereunder prior to the time provided in the schedule for installation.

3.4 Time Extensions. The City shall grant a reasonable extension of time to the Artist 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 Artist's reasonable control or Acts of God render timely performance of the Artist's services impossible or unduly burdensome despite the exercise of best efforts by the Artist. Failure to fulfill contractual obligations due to conditions beyond either party's control in such circumstances will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.

4. **PAYMENT:**

4.1 Fee. The Artist agrees to accept, and the City agrees to pay, as full and complete compensation for completion of all the items of work contained in this Agreement a fixed fee of One Million Two Hundred Thousand Dollars (\$1,200,000.00), which shall constitute full compensation for all services and materials whatsoever to be performed and furnished by the Artist under this Agreement. It is agreed that the City has no obligations regarding commission, or any agreements with galleries or agents with whom the Artist may have contracted. **The fee shall be paid in the following installments, subject to receipt by the City of acceptable periodic invoices and supporting documentation from the Artist, each installment to represent full and final payment for all services and materials provided by the Artist prior to the submittal of such periodic invoice for the specific phase of performance:**

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|--|--------------------------------|-----------------------|
| a. | Execution of Contract | \$ 60,000.00 |
| b. | Preliminary Design Review | \$ 120,000.00 |
| c. | Final Design Review | \$ 420,000.00 |
| d. | Mid-Point Fabrication | \$ 300,000.00 |
| e. | Post Installation | \$ 270,000.00 |
| f. | Final Acceptance and Close Out | \$ 30,000.00 |
| Total Contract Amount Not to Exceed (100%) | | <u>\$1,200,000.00</u> |

The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement and for all other miscellaneous charges hereunder. Nothing contained in this Agreement shall entitle the Artist to retain funds paid by the City hereunder in the event that the Artist fails to fabricate, transport and install a satisfactory Work in accordance with this Agreement, and nothing contained in this Agreement shall prevent or prohibit the City from seeking damages or reimbursement from the Artist in the event of the Artist's breach or default of this Agreement.

4.2 Appropriation. Notwithstanding any other term or condition of this Agreement, it is understood and agreed that the obligation of the City for all or any part of its payment obligation hereunder, whether direct or contingent, shall only extend: (i) as to bond funds, to payment of monies duly and lawfully appropriated by the people, received by the City from the sale of General Obligation Bonds, encumbered for the purpose of this Agreement by the Denver City Council and paid into the Treasury of the City; and (ii) as to other funds, to payment of monies duly and lawfully appropriated by the City Council for the purpose of this Agreement, and paid into the Treasury of the City. The Artist acknowledges that (i) the 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.

4.3 Maximum Amount Payable. The maximum amount payable by the City under this Agreement shall not exceed One Million Two Hundred Thousand Dollars

(\$1,200,000.00).

5. **STATUS OF ARTIST:** It is understood and agreed by and between the parties that the status of the Artist shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1 (E)(x) of the Charter of the City and it is not intended, nor shall it be construed, that the Artist or any employee or subcontractor of the Artist is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

Without limiting the foregoing, the parties hereby specifically acknowledge that the Artist is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Artist or some other entity besides the City, that the Artist is not entitled to workers' compensation benefits from the City and that the Artist is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.

6. **WARRANTIES:**

6.1 **Warranties of Title.** The Artist represents and warrants to the City that:

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

6.2 **Warranties of Quality and Condition.** The Artist represents and warrants to the City that:

- a. The execution and fabrication of the Work will be performed in a workmanlike manner;
- b. The Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of “inherent vice” or qualities which

cause or accelerate deterioration of the Work; and

c. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City hereunder.

6.3 Duration of Warranties; Breach. The warranties described in this Article 6 shall survive for a period of two (2) years after the date of the City's written notification to the Artist of the final acceptance of the Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist utilizing artistic skill and which cure is consistent with professional conservation standards as determined solely by the City (including, for example cure by means of repair or refabrication of the Work).

7. **OWNERSHIP AND REPRODUCTION RIGHTS:**

7.1 Title. Title to the Work shall pass to the City upon final acceptance.

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

7.3 Artist's Remaining Retained Rights in the Work. The Artist therefore retains: (i) all other right, title and interest in the Work including all copyrights, but expressly excluding any rights in the Work under the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. §101 et. seq., as amended, including but not limited to §106A(a) and §113, or otherwise

in the nature of "Droit Moral" under which artists claim a continuing interest in their products and in the maintenance or modification of their products; and (ii) all rights expressly granted in this Agreement. The Artist's waived rights as described above are, insofar as such rights are transferable, assigned to the City. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional exact duplicate, two or three-dimensional reproductions of the final Work, including but not limited to miniatures or jewelry applications, nor shall the Artist grant permission to others to do so except with the written permission of the City. The City is unable to grant permission of any kind for political use of the Work. The restriction for duplication or reproduction shall not apply to the Artist's use of photographic reproductions of the Work in portfolio or in critical and scholarly writings. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes, in the sole discretion of the City and its assigns, including but not limited to reproductions used in advertising brochures, media publicity, and catalogues or other similar publications.

7.4 Notice. All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: Cliff Garten and Associates, Inc., date of publication.

7.5 Artist's Design Aesthetic. The Artist is permitted to design artworks that utilize or incorporate various individual art elements that comprise the Work, and/or artworks that are in a similar style to the Artist's body of work, so long as such derivative works are not substantially duplicative of the Work.

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

7.7 Registration. The Artist shall at his or her expense cause to be registered, with the United States Register of Copyrights, a copyright of the Work in the Artist's name.

8. ARTIST'S RIGHTS:

8.1 Artist's Enumerated Contractual Rights in the Work. Subject to and consistent with the provisions of Article 7 above, the Artist understands and agrees that he or she is therefore granted the following rights in the Work pursuant to this Agreement.

8.2 Maintenance and Repair.

a. The City shall have the right to determine, in its sole discretion, after consultation with a professional conservator, selected by the City, when and if maintenance, repairs and restorations to the Work will be made. To the extent practical, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs or restorations and shall be paid a reasonable fee for any such services, provided that the City and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services, and subject to appropriation by the City of such fee.

b. All repairs and restorations shall be made in accordance with recognized principles of conservation.

8.3 Damage. Subject to 8.5 below, the City agrees that it will not intentionally damage, alter, or modify the Work without the prior written approval of the Artist.

8.4 Notification to Artist. The City shall endeavor to notify the Artist of any proposed alteration of the Site that would affect the intended character of the Work and shall endeavor to consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Work.

8.5 Removal, Relocation, Sale, Donation or Destruction. Nothing in this Agreement shall preclude any right of the City, in its sole discretion, (i) to remove the Work from public display, (ii) to move or relocate the Work to another location selected solely by the City for public display, or (iii) to donate or sell the Work to a third person or entity, or (iv) to destroy the Work. In addition, the Artist will have the right of final refusal as to any sale of the Work. If the City decides to donate or sell the Work, the donee or buyer of the Work will assume all of the City's duties toward the Artist stated herein, will be obligated to defend and indemnify the City with respect to such duties, and will take the Work subject to all of the Artist's rights as stated herein, and the donee or buyer shall be given a copy of this executed Agreement at the time of donation or sale. The City will endeavor to notify the Artist of such donation and sale and of the identity of the donee or buyer. If the City shall at any time decide to destroy the Work, it shall by notice to the Artist offer the Artist a reasonable opportunity to recover the work at no cost to the Artist, except for an obligation of the Artist to indemnify and

reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction as determined solely by the City. Without limiting the generality of Section 8.1, the Artist agrees that his or her rights in connection with the destruction of the Work are as described in this Section 8.5; as set out above, the Artist waives any rights which he or she might have in connection with the removal or destruction of the Work under the Visual Artists Rights Act of 1990 (“VARA”), 17 U.S.C. §101 et. seq., as amended, including but not limited to §106A(a) and §113.

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

8.7 Artist’s Address. The Artist shall notify the City of changes in his or her address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the rights granted to the Artist in this Article 8, or otherwise retained by the Artist, the exercise of which requires response by the Artist. A mailing of notice by the City by certified mail with return receipt requested to the address of the Artist or of his or her attorney currently on file with the City at the time of such mailing, shall be deemed to be an adequate notification effort by the City hereunder.

8.8 Surviving Covenants. The covenants and obligations set forth in this Article shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the City’s covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of the Artist. However, the obligations imposed upon the City by Sections 8.2 through 8.5 shall terminate on the death of the Artist. The City shall give any subsequent owner of the Work notice in writing of the covenants herein providing such owner with an executed copy of this Agreement.

9. **TERMINATION OR SUSPENSION OF AGREEMENT:**

9.1 Termination for Default or Convenience. In addition to the City’s rights of termination during Work design and fabrication as set out above, the City may terminate this Agreement at any time on ten (10) days notice if the Artist’s services become unsatisfactory to it or if the Project is canceled. The City may also by written Notice of Default to the Artist terminate the whole or part of this Agreement in the event that the Artist or any of the Artist’s officers or

employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Artist's business. The City may otherwise terminate the Agreement without cause, for its convenience, upon thirty (30) days notice to the Artist. If the Artist's services are terminated, Artist shall be paid only for that portion of work or services satisfactorily completed at the time of notice of such action.

9.2 Event of Artist's Default or Incapacity. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's sole option become its property, including the right to fabricate or execute the Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined, or exercise all of its other rights hereunder.

In the event of incapacity or death of the Artist, such will not be deemed a breach of this Agreement or a default on the part of the Artist. Artist has the right to appoint a successor artist to complete the Work in the event of incapacity or death. The successor artist is subject to approval of the City at the time of the signing of the contract and shall be bound to complete the Work under the same terms, including the budget, herein; however, the successor artist shall be automatically given an extension of sixty (60) days added to the timeline. Artist shall be paid only for that portion of work or services satisfactorily completed at the time of incapacity or death with remaining payments to be made to the successor artist. The Work shall pass to the City and all copyright described under this Agreement shall remain with the original Artist. Artist shall provide a copy of this Agreement to the successor artist and the successor artist shall provide a written acknowledgement to the City of the successor artist's agreement to abide by the terms of this Agreement.

In the event of incapacity or death of the Artist, where no successor artist has been appointed or where an appointed successor artist does not complete the Work, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or

prepared for submission by the Artist under this Agreement shall at the City's sole option become its property. If the Work was at mid-point of fabrication or beyond at time of death or incapacity, and no successor is appointed, the City retains the rights to select a successor artist to finish the Work at the City's expense. If the artwork was not at mid-point of fabrication or beyond at time of death or incapacity, and no successor is appointed, the City retains possessory rights to the Work as then in existence and to exhibit the Work with the designation that it is "unfinished." Artist shall be paid only for that portion of work or services satisfactorily completed at the time of incapacity or death. In the event of incapacity or death, where no successor artist has been appointed, all copyright described under this Agreement shall remain with the original Artist.

9.3 Suspension. The Director may, in his or her sole discretion, suspend performance of this Agreement by both parties until full compliance by the Artist with the insurance requirements set out in Article 16.

10. **WHEN 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 term, covenant, or condition or any default which may then exist on the part of the Artist, 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. No assent, expressed or implied, to any breach of any one or more covenants, terms, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

11. **EXAMINATION OF RECORDS AND AUDIT:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Artist's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Artist shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government

Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Artist to make disclosures in violation of state or federal privacy laws. Artist shall at all times comply with D.R.M.C. 20-276.

12. **SUBJECT TO LOCAL LAWS; VENUE:** Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, Executive Orders and/or fiscal rules enacted and/or promulgated pursuant thereto. The Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

13. **ASSIGNMENT AND SUBCONTRACTING:** The City is not obligated or liable under this Agreement to any party other than Artist named herein. The Artist understands and agrees that he or she shall not assign or subcontract with respect to any of his or her rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and the Artist herein named shall remain responsible to the City according to the terms of this Agreement.

14. **PREVAILING WAGES:** Employees of the Artist or his subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By executing this Agreement, the Artist covenants that he or she is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, required by the scope of work of the Artist's or his subcontractor's employees. A schedule of prevailing wage is attached as Exhibit G. The schedule of prevailing wage is periodically updated and Artist is responsible for payment of then current prevailing wage. Exhibit G shall be deemed replaced by updated schedules with out amendment to this Agreement. The Artist may obtain an updated scheduled of prevailing wage at any time from the Auditor's Office.

15. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

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

15.2 The Artist certifies that:

- a. At the time of its execution of this Agreement, Artist does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement. nor will they knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
- b. Artist will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- c. Artist will not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Artist that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
- d. Artist is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and are required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- e. If Artist obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Artist shall also terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with a

worker without authorization.

f. Artist 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.

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

16. **NO DISCRIMINATION IN EMPLOYMENT:**

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

17. **INSURANCE:**

17.1 **General Conditions:** Artist agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Artist shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, during any warranty period and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this

Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Artist shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Artist shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Artist. The Artist shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

17.3 Additional Insureds: For commercial general liability, excess/umbrella liability (if required), auto liability, Artist's and subcontractor's insurer shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

17.4 Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Artist's insurer shall waive subrogation rights against the City.

17.5 Subcontractors and Sub-consultants: Artist shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as

approved by the Artist and appropriate to their respective primary business risks considering the nature and scope of services provided.

17.6 Workers' Compensation/Employer's Liability Insurance: Artist shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

17.7 Commercial General Liability: Artist shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

17.8 Automobile Liability: Artist shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

17.9 Professional Liability (Errors & Omissions): Artist shall or, alternatively, shall require all engineering subcontractors to maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

17.10 Payment and Performance Bonds. The Artist shall procure payment and performance bonds, in an amount satisfactory to the City, in the form exemplified by Exhibit F attached hereto and incorporated, upon approval by the City of Artist's Final Design Proposal. The City may in its sole discretion, in writing, accept alternative security from the Artist to assure the faithful payment and performance of the obligations set forth in the Agreement or waive this bond obligation in its entirety.

18. DEFENSE AND INDEMNIFICATION:

18.1 Artist hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been

specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Artist or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

18.2 Artist will further indemnify, defend and hold the City harmless from and against any claims, losses, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any third party claim that the Work, when used by City the in accordance with this Agreement, infringes, misappropriates or violates any United States patent issued as of the date hereof, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. If an injunction or order is obtained against the City's use of the Works by reason of a claim of the type described above, or if in Artist's opinion, the Work is likely to become the subject of such a claim, Artist shall take all necessary action to correct any such infringement or misappropriation to give the City the right to continue using the Work.

18.3 Artist'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. Artist'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.

18.4 Artist 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.

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

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

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

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

20. **NO THIRD PARTY BENEFICIARY:** 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 the Artist, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Artist that any person or entity other than the City or the Artist receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. **DISPUTES:** All disputes of whatsoever nature between the City and Artist regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code 56-106. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article 2 hereof.

22. **TAXES, CHARGES, AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature except as required by the City's Revised Municipal Code.

23. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

24. **NOTICES:** All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by certified mail, return receipt requested, postage prepaid, as follows:

If to the City: Denver Arts and Venues
 1345 Champa Street
 Denver, Colorado 80202

If to the Artist: The address first above written.

25. **EXHIBITS:** The following documents, certain of which are attached hereto, are incorporated herein and made a part of this Contract:

- a. Exhibit "A", Artist's Scope (attached hereto)
- b. Exhibit "B", Artist's Preliminary Design Proposal (incorporated herein by reference if accepted by City)
- c. Exhibit "C", Artist's Final Design Proposal (incorporated herein by reference if accepted by City)
- d. City and County of Denver Department of Transportation and Infrastructure, Standard Specifications for Construction ("Yellow Book"), 1999 Edition, incorporated herein by reference
- e. Exhibit "D", Artist's Schedule (incorporated herein by reference if accepted by City)
- f. Exhibit "E", City Plaque Specification (attached hereto)
- g. Exhibit "F", Payment and Performance Bond Form (if required)
- h. Exhibit "G", Prevailing Wage Schedule
- j. Exhibit "H" Certificate of Insurance

The terms and conditions of Articles 1 through 30 and Exhibits "E", "F", "G", and "H" hereof shall control over any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced Exhibits "A", "B", "C" and "D" attached or incorporated documents. The order of precedence of control among those exhibits, from the controlling

exhibit, shall be “G”, “H”, “F”, “E”, “D”, “C”, “B” and “A”.

26. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

28. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:**

28.1 The Artist assures and guarantees that he or she possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

28.2 The person or persons signing and executing this Agreement on behalf of the Artist, do hereby warrant and guarantee that he/she or they have been fully authorized by the Artist to execute this Agreement on behalf of the Artist and to validly and legally bind the Artist to all the terms, performances and provisions herein set forth.

28.3 The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Artist or the persons signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Artist for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

29. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Artist consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of

the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(Remainder of page intentionally left blank.)

Contract Control Number:

THTRS-202366409-00

Contractor Name:

CLIFF GARTEN AND ASSOCIATES INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202366409-00
CLIFF GARTEN AND ASSOCIATES INC

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

THTRS-202366409-00
CLIFF GARTEN AND ASSOCIATES INC

By: 

Name: CLIFF GARTEN
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)


"Exhibit A"

Cliff Garten and Associates Inc. will design an approximately 130' x 20' suspended aluminum and blown glass sculpture for the Colorado Convention Center's D Lobby facing Speer Blvd. The sculpture is a literal and conceptual rendering of the mountains and rivers of Colorado. The goal of the artwork is to engage visitors from multiple locations and levels, and it is also visible to viewers from the exterior of the center.

Cliff Garten and Associates Inc. is responsible for designing, engineering, fabrication, transportation, installing artwork, and all other miscellaneous components necessary to complete the commission, including lighting compounded for the art. Stamped engineering drawings by a licensed Colorado engineer are a requirement before fabrication. The budget for the commission is \$1,200,000.00.

Exhibit " E "
to
Agreement
between
The City and County of Denver
And
Cliff Garten
Related to a series of plaques
to be provided for the
City and County of Denver Public Art Program

**Identification Plaque
for Exterior Art**

| |
|---|
| <p>Cliff Garten</p> <p><i>Name of Artwork</i></p> <p>Public Art Program – 202x City and County of Denver Denver Commission on Cultural Affairs</p> <p> PUBLIC ART DENVER ARTS & VENUES</p> |
|---|

General Notes:

1. Scale: Proportional.
2. Size: Not less than four inches high, nor more than seven inches high.
3. Material: Relevant to project; 3/8" minimum thickness. Smooth surface on raised areas; field area enameled, pebbled/grained surface. Provide stud anchors at back to secure plaque to substrate, or provide alternate mounting acceptable to City.

EXHIBIT G

(exhibit follows)

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alex Marvin, Classification and Compensation Analyst Staff
DATE: November 10, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, November 4, 2022** 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. CO20220020
Superseded General Decision No. CO20210020
Modification No. 9
Publication Date: 11/04/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

"General Decision Number: CO20220020 11/04/2022

Superseded General Decision Number: CO20210020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|-------------------------------|----------------------------|
| If the contract is entered | . Executive Order 14026 |
| | |
| into on or after January 30, | generally applies to the |
| | |
| 2022, or the contract is | contract. |
| | |
| renewed or extended (e.g., an | . The contractor must pay |
| | |
| option is exercised) on or | all covered workers at |
| | |
| after January 30, 2022: | least \$15.00 per hour (or |
| | |
| | the applicable wage rate |
| | |
| | listed on this wage |
| | |

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 01/28/2022 |
| 2 | 02/18/2022 |
| 3 | 02/25/2022 |
| 4 | 05/06/2022 |
| 5 | 05/13/2022 |
| 6 | 07/08/2022 |
| 7 | 08/05/2022 |
| 8 | 08/19/2022 |
| 9 | 11/04/2022 |

ASBE0028-002 03/01/2022

| | Rates | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)..... | \$ 32.98 | 15.47 |

CARP0055-002 05/01/2022

| | Rates | Fringes |
|--|----------|---------|
| CARPENTER (Drywall Hanging Only)..... | \$ 33.72 | 12.17 |

CARP1607-001 06/01/2022

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 39.70 | 15.73 |

ELEC0068-012 06/01/2022

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring)..... | \$ 41.30 | 17.87 |

ELEV0025-001 01/01/2022

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 49.74 | 36.885 |

FOOTNOTE:

a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

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

ENGI0009-017 05/01/2021

| | Rates | Fringes |
|----------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR (Crane) | | |
| 141 tons and over..... | \$ 35.17 | 12.35 |
| 50 tons and under..... | \$ 31.70 | 12.35 |
| 51 to 90 tons..... | \$ 31.97 | 12.35 |
| 91 to 140 tons..... | \$ 33.05 | 12.35 |

IRON0024-009 12/01/2021

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 31.00 | 14.25 |

IRON0024-010 12/01/2021

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 31.00 | 14.25 |

PAIN0079-006 08/01/2017

| | Rates | Fringes |
|---|----------|---------|
| PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping)..... | \$ 20.50 | 8.41 |

PAIN0079-007 08/01/2017

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

PAIN0419-001 07/01/2016

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

PAIN0930-002 07/01/2022

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 32.93 | 11.74 |

PLUM0003-009 06/01/2022

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--|----------|-------|
| PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation)..... | \$ 41.33 | 19.29 |
|--|----------|-------|

PLUM0208-008 06/01/2022

| | | |
|--|----------|---------|
| | Rates | Fringes |
| PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation)..... | \$ 40.50 | 18.62 |

SFCO0669-002 04/01/2022

| | | |
|--|----------|---------|
| | Rates | Fringes |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 41.46 | 25.84 |

* SHEE0009-004 07/01/2022

| | | |
|--|----------|---------|
| | Rates | Fringes |
| SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation)..... | \$ 37.17 | 20.05 |

* SUCO2013-006 07/31/2015

| | | |
|--|----------|---------|
| | Rates | Fringes |
| BRICKLAYER..... | \$ 21.96 | 0.00 |
| CARPENTER (Acoustical Ceiling Installation Only)..... | \$ 22.40 | 4.85 |
| CARPENTER (Metal Stud Installation Only)..... | \$ 17.68 | 0.00 |

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

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2022**

| Classification | | Base | Fringe |
|--------------------------|---------------------------------|-------------|---------------|
| Boilermaker | | \$30.97 | \$21.45 |
| Iron Worker, Reinforcing | | \$18.49 | \$3.87 |
| Laborer: Concrete Saw | | \$15.87 | - |
| Paper Hanger | | \$20.15 | \$6.91 |
| Plasterer | | \$24.60 | \$12.11 |
| Plaster Tender | | \$15.87 | - |
| Power Equipment Operator | Concrete Mixer - Less than 1 yd | \$23.67 | \$10.67 |
| | Concrete Mixer - 1 yd and over | \$23.82 | \$10.68 |
| | Drillers | \$23.97 | \$10.70 |
| | Loader - up to and incl 6 cu yd | \$23.67 | \$10.67 |
| | Loaders - over 6 cu yd | \$23.82 | \$10.68 |
| | Mechanic | \$18.48 | - |
| | Motor Grader | \$23.97 | \$10.70 |
| | Oilers | \$22.97 | \$10.70 |
| | Roller | \$23.67 | \$10.67 |
| Tile Finisher | | \$23.35 | \$8.76 |
| Tile Setter | | \$29.30 | \$8.76 |
| Truck Driver | Flatbed | \$19.14 | \$10.07 |
| | Semi | \$19.48 | \$10.11 |
| Waterproofer | | \$15.87 | \$0.00 |

Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.



TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: OHR Compensation and Classification

DATE: December 15, 2022

SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all 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. 168
Publication Date: December 15, 2022
(12 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.

Attachments as listed above.

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

APPLIANCE MECHANIC

Effective Date: 05-19-22

Last Revision: 02-18-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|------------------------------|------------------------------|----------------------------|
| Appliance Mechanic | \$24.44 | \$7.42 |

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, exercise equipment 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.

BUILDING ENGINEER

Effective Date: 12-15-2022

Last Revision: 09-17-20

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|------------------------------|------------------------------|----------------------------|
| Building Engineer | \$33.36 | \$8.65 |

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 I 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.

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 12-15-22

Last Revision: 11-18-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|--------------------------------|------------------------------|----------------------------|
| Entry-Support Mechanic | \$26.52 | \$7.86 |
| Machinery Maintenance Mechanic | \$29.39 | \$8.19 |
| Controls System Technician | \$35.77 | \$8.93 |

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

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

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

CUSTODIANS

Effective Date: 02-24-22

Last Revision: 12-17-20

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|-----------------------|-----------------------|---|
| Custodian I | \$19.53 | \$6.99 (Single) \$8.83 (EE + Spouse) \$10.97 (Family) |
| Custodian II | \$19.88 | \$7.05 (Single) \$8.89 (EE + Spouse) \$11.03 (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 (\$0.23) per hour for travel differential. |
| Shift Differential | 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour |
| 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." |

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 & GAS

Effective Date: 03-17-22

Last Revision: 03-18-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|-------------------------|-----------------------|---------------------|
| Derrick Hand/Roustabout | \$17.11 | \$6.57 |
| Electrician | \$26.44 | \$7.65 |
| Mechanic | \$28.24 | \$7.86 |
| Pipefitter | \$28.56 | \$7.90 |
| Rig/Drill Operator | \$24.71 | \$7.45 |
| Truck Driver | \$25.53 | \$7.55 |

Heavy Equipment Mechanic (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

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 (Rig/Drill Operator)

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 (Derrick Hand/Roustabout)

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

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.

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon [Building Wage Determination](#).

FINISHER & JOURNEYMAN

TILE, MARBLE AND TERRAZZO

Effective Date: 05-19-22

Last Revision: 05-20-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|-----------------------|-----------------------|---------------------|
| Tile Finisher | \$24.13 | \$8.91 |
| Tile Setter | \$30.08 | \$8.91 |

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.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 7-21-2022

Last Revision: 08-19-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|----------------------------|-----------------------|---------------------|
| Fire Extinguisher Repairer | \$21.14 | \$7.24 |

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 tubing, 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.

FUEL HANDLER SERIES

Effective Date: 10-20-22

Last Revision: 10-21-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|--|------------------------------|----------------------------|
| Fuel Facility Operator | \$23.41 | \$7.50 |
| Lead Fuel Facility Operator | \$24.48 | \$7.62 |
| Fuel Distribution System Mechanic | \$30.74 | \$8.35 |
| Lead Fuel Distribution System Mechanic | \$32.14 | \$8.51 |

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

Fuel Facility 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 equipment 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 Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

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.

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 10-20-22

Last Revision: 09-16-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|------------------------------|------------------------------|----------------------------|
| Laborer/Helper | \$18.38 | \$6.92 |
| Furniture Driver/Packer | \$19.16 | \$7.01 |
| Lead Furniture Mover | \$20.03 | \$7.11 |

GLYCOL FACILITY

Effective Date: 03-17-22

Last Revision: 05-20-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|------------------------------|------------------------------|----------------------------|
| De-icing Facility Operator | \$29.08 | \$7.96 |
| Maintenance Mechanic | \$28.57 | \$7.90 |
| Glycol Plant Specialist | \$17.36 | \$6.60 |

De-icing Facility Operator

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

Maintenance Mechanic

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

Glycol Plant Specialist/Material Handling Laborer

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

PARKING ELECTRONICS TECHNICIAN

Effective Date: 10-20-22

Last Revision: 09-16-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|--------------------------------|------------------------------|----------------------------|
| Parking Electronics Technician | \$26.84 | \$7.90 |

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 to minimize repair problems and meet manufacturers' specifications.

PEST CONTROLLER

Effective Date: 7-21-2022

Last Revision: 08-19-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|------------------------------|------------------------------|----------------------------|
| Pest Controller | \$22.45 | \$7.39 |

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

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 03-18-21

Last Revision: 04-16-20

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|--|------------------------------|----------------------------|
| Quality Control & Assurance Technician | \$25.35 | \$7.47 |

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and waste water discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

SIGN ERECTOR

Effective Date: 01-21-21

Last Revision: 03-15-18

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|------------------------------|------------------------------|----------------------------|
| Sign Erector | \$21.09 | \$6.31 |

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).

TREE TRIMMERS

Effective Date: 12-15-22

Last Revision: 11-18-21

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|------------------------------|------------------------------|----------------------------|
| Tree Trimmer | \$23.57 | \$7.52 |

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

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 equipment.

WINDOW CLEANER

Effective Date: 12-17-20

Last Revision: 05-21-20

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|------------------------------|------------------------------|--|
| Window Cleaner | \$27.64 | \$9.53 (Employee) \$11.37 (Children) \$11.09 (2-party) \$13.50 (Family) |

Benefits/Overtime

| | |
|--------------------|---|
| Parking | The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. 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 | Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. Note: All wage increases become effective on the first day of the first full pay period following the above dates. |
| 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 | \$1.75 per hour above highest paid employee under supervision |

| | |
|-----------|--|
| High Work | \$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned) |
| Training | \$0.25 per hour |
| ECOPASS | The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential. |

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."

EXHIBIT H
(Exhibit follows)



CLIFGAR-01

TPRETO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2022

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

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

| | | | |
|---|--|----------------|-------------------------------|
| PRODUCER Maury, Donnelly & Parr 24 Commerce St. Baltimore, MD 21202 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext): | (410) 685-4625 | FAX (A/C, No): (410) 685-3071 |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Sentinel Insurance Company, Ltd | | 11000 |
| INSURED Cliff Garten & Associates Inc (DBA) Cliff Garten Studio 1315 Preston Way Venice, CA 90291 | INSURER B : Hartford Insurance Companies# | | 34690 |
| | INSURER C : Federal Insurance Company | | 20281 |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | 30SBAUG4582 | 5/15/2022 | 5/15/2023 | EACH OCCURRENCE \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| | | | | | | | \$ |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 30SBAUG4582 | 5/15/2022 | 5/15/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below | | | 30WECLB0688 | 7/27/2022 | 7/27/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Errors & Omissions | | | 82224468 | 8/15/2022 | 8/15/2023 | Aggregate 500,000 |
| C | Errors & Omissions | | | 82224468 | 8/15/2022 | 8/15/2023 | Retention 5,000 |

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

The City and County of Denver is named as Additional Insured as required by written contract. Waiver of Subrogation in favor of Additional Insured.
Project Name: Colorado Convention Center Expansion, Mountains and Rivers Without End

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| City and County of Denver Denver Arts & Venues 1345 Champa Street Denver, CO 80202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |