

## **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of the date indicated on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "**City**"), and **STURGEON ELECTRIC COMPANY, INC.**, a Michigan corporation authorized to do business in Colorado ("**Contractor**").

### **WITNESSETH**

**WHEREAS**, the parties entered into a written Agreement for Phase 2 Fire Alarm Installation, dated September 28, 2010 (the "**Agreement**"), under which the Contractor agreed to assist Denver International Airport ("**DIA**") with replacing the Fire Alarm System as defined in the Agreement, or any life safety system as directed by DIA; and

**WHEREAS**, the parties desire to amend the Agreement;

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

1. The **Exhibit A, Scope of Work**, of the original Agreement is hereby deleted in its entirety, and replaced by the **Exhibit A attached to this First Amendment** effective May 17, 2013.

2. The Special Conditions attached to the Agreement are hereby deleted from the Agreement, and are hereby replaced with **the Special Conditions attached to this First Amendment**, effective May 17, 2013.

3. For all actions under the Agreement occurring on or after May 17, 2013, the reference to "Construction Contract General Conditions" in Article I and elsewhere in the Agreement shall mean the "2011 Edition Construction Contract General Conditions," commonly referred to as the "Yellow Book."

4. All references in the Agreement to "the CM/GC" are hereby deleted, and replaced with "Contractor."

5. **Article II of the Agreement, entitled "Scope of Work,"** is amended and restated to state as follows:

- A. Contractor agrees to provide the City with site support, installation, and other services for fire alarm, Emergency Communication Systems, video capture and messaging, fire suppression systems, and related system interfaces as directed by

DIA through Task Orders, and to follow all Task Order procedures for pricing, submittals, installation, and closeout for all Task Order work, as stated in the Construction General Contract Conditions.

- B. Upon the issuance by the City of a Task Order or Task Directive pursuant to the terms of this Agreement, the Contractor shall provide and furnish all services and work items necessary to perform the Work for the Project as defined in any of the Contract Documents, including any Task Order, and all other terms and conditions of this Agreement, including but not limited to the following: all services, materials, parts, labor, tools, supplies, materials, supervision, coordination, administration, equipment, tools, temporary utilities, shop drawings, studies, reports, permitting documents, schematic drawings, specifications, design development drawings, construction drawings, as-built drawings and incidentals, and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown, or included in any of the Contract Documents.
- C. Contractor shall not be authorized to proceed with work, and the City shall not be obligated to fund any work performed by the Contractor, until the City has provided a Task Order to the Contractor stating the work to be performed.
- D. By entering into this Agreement, the Contractor accepts the relationship of trust and confidence between it and the City. The Contractor shall furnish its reasonable professional skill and judgment and shall cooperate with the officials, employees and agents of the City in furthering the interests of the City. The Contractor will furnish efficient business administration and superintendence and will use reasonable efforts to perform the Work in an expeditious and economical manner consistent with the interests of the City.

6. **Article V of the Agreement, entitled “Terms of Payment,”** is hereby deleted, and the following new “Article V – Terms of Payment” is hereby inserted:

- A. The City agrees to pay the Contractor for the performance and completion of all of the Work required under each authorized Task Order, in accordance with the Contract Documents. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the maximum contract amount specified herein, except as may be properly authorized in a Task Order.
- B. Payments will be made to the Contractor in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, *et. seq.*, subject to the maximum contract amount stated in this Agreement. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
- C. Payment hereunder will be in accordance with the provisions of the Contract Documents, including Title 9 of the General Conditions, and will be made solely

and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Contract from the City and County of Denver Airport System, Operations and Maintenance and Capital Improvement funds. The City has no obligation to make payments from any other fund or source or to make additional appropriations or allocations to such fund to satisfy such costs or other obligations.

- D. Cost of the Work. "Cost of the Work" means the direct costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include on-site supervision costs including associated burdens, direct labor costs including associated burdens, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, bonds, insurance (calculated at 3.5% of bare labor cost), taxes and related items, as allowed herein. The Owner has agreed to a two percent (2%) charge on bare labor for the Contractor Corporate Safety Charge, a two percent (2%) Small Tools and Consumables Charge on bare labor for tools valued less than \$500.00. Contractor owned tools and equipment valued greater than \$500.00 will be charged at the rates published in the current rate book used by the Colorado Department of Transportation (CDOT), or if no applicable rate is provided in the CDOT rate book, the applicable monthly rates in the 2010-2011 NECA Tool & Equipment Rental Schedule shall be applied. The Owner has agreed to a zero percent (0%) charge on total cost (COW + General & Administrative Fixed Cost) for Home Office Overhead. The Cost of the Work shall not include any Preconstruction Costs, Contractor General & Administrative Fixed Fee or Contractor Percentage Fee.
- E. Establishment of Contractor Fee. The "Contractor Fee" shall include two components as follows: a fixed dollar lump sum to be identified in a Task Order as the Contractor General & Administrative Fixed Cost and a Contractor Percentage Fee to be calculated as 4.5% of the estimated Cost of the Work at the time of the Task Order. In making such calculation, the estimated Cost of the Work shall exclude the Preconstruction Costs, insurance, bonding, taxes and any other cost or charge for which this Contract states is not to be included in calculating the Contractor Percentage Fee, but shall include Allowances, selected alternates, and reasonable Contractor contingencies. The Contractor General & Administrative Fixed Fee includes the costs enumerated in the Contractor Fee Percentage Form (Exhibit D-2). City shall pay the Contractor General & Administrative Fixed Fee ratably with each application for payment.

7. Except as otherwise provided here, all of the terms, provisions and conditions of the Agreement shall remain in full force and effect as though set out in full herein, and are hereby ratified and reaffirmed.

**8.** This First Amendment to Agreement shall not be or become effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver and a fully executed Agreement has been delivered to Contractor.

**END OF DOCUMENT  
SIGNATURE PAGES FOLLOW**

## APPENDIX NO. 1

### STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

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

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

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, sex, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
7. The Consultant for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Consultant shall maintain and operate such facilities and services in compliance with all other

requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Consultant for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Consultant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

#### **9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES**

The Consultant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PLANE-CE05031-01

**Contractor Name:** STURGEON ELECTRIC COMPANY INC

By: 

Name: Richard S Swartz  
(please print)

Title: Senior Vice President & COO  
(please print)

**ATTEST: [if required]**

By: 

Name: Krysta Brewer  
(please print)

Title: Assistant Secretary  
(please print)







**EXHIBIT A**

**SCOPE OF WORK – Revision 1**

**PHASE 2 FIRE ALARM INSTALLATION**

**TASK ORDER CONTRACT**

Contract Number CE 05031

**NOVEMBER 2013**

**DEPARTMENT OF AVIATION**  
**City & County of Denver**  
Kim Day, Manager



**DENVER INTERNATIONAL AIRPORT**

**PLANNING & DEVELOPMENT DIVISION**

# EXHIBIT A

## SCOPE OF WORK

### CE 05031 - PHASE 2 FIRE ALARM INSTALLATION – TASK ORDER CONTRACT

#### 1.0 Introduction

##### 1.1. General Overview

- 1.1.1. Denver International Airport (DIA) is in the process of replacing the existing Fire Alarm System for the AGTS Maintenance Facility, Airside Concourses A, B and C, the Central Plant, the Airport Office Building, the Terminal and the Parking Structures. The Project encompasses approximately 7.4 M GSF and the project will require up to 5 years to complete. Contractor agrees to assist DIA with replacing the Fire Alarm System as defined in the agreement pursuant to Task Orders covering specific portions of the project.
- 1.1.2. This project is a follow on project to the Fire Alarm Infrastructure Project which is replacing the fiber optic backbone to allow communication between future fire alarm panels throughout the airport campus.
- 1.1.3. This Contract is a Task Order based contract.
- 1.1.4. Time is of the essence on this project. Any additional time that can be gained in advance of the delivery date is an advantage to DIA. Project duration is as determined and managed by DIA in respect to providing permitted fire alarm shop drawings by DIA and the Designer of Record as delineated by Task Order.

##### 1.2. Project Description

- 1.2.1.1. Installation of the new fire alarm system as directed by Task Order
  - 1.2.1.1.1. Installation of panels, conduit wiring devices and appurtenances as delineated in the Task Order.
  - 1.2.1.1.2. Programming fire alarm panels, color graphics panels and all associated devices as delineated in the completed Contract Documents to provide a complete and functioning fire alarm system as required by applicable codes, DFD, and DIA approval.
  - 1.2.1.1.3. Coring, cutting, selective architectural demolition, patching and fire stopping required to complete the work in accordance with the Task Order.
  - 1.2.1.1.4. The Contractor will be responsible for maintaining field marked as-built drawings showing planned and actual installation routes and conditions. The as-

built drawings will be updated into the DIA Revit Building Information Modeling system by DIA and the DOR.

1.2.1.2. Decommissioning and Demolition of the Existing Fire Alarm System as required by the Task Order

1.2.1.2.1. The Contractor will closely coordinate selective fire alarm demolition work so that the facility operations and Denver Fire Department activities are disrupted to the least extent. Where possible, the new system will be commissioned prior to decommissioning the old system. In all cases, the Contractor will provide redundant backups wherever possible.

1.2.1.2.2. Both the old and new fiber optic networks will be maintained throughout most of the project. The Contractor will be responsible for the operations and maintenance of the new system until final acceptance by DIA as delineated in an approved Task Order. DIA will maintain and operate the old system until it is no longer required.

1.2.1.3. Operation of the New Fire Alarm System and Training for Operations and Maintenance Personnel

1.2.1.3.1. The Contractor will contract for and administer complete manufacturer/vendor training programs and maintenance training programs for DIA personnel on the new fire alarm system as directed by Task Order.

1.3. **Organizational Structure**

1.3.1. Denver International Airport is owned by the City and County of Denver (City) and operated by the Department of Aviation. The Manager is the City official responsible for the administration of the Contract. The Manager has delegated contract administration authority in the manner and to the person(s) occupying the position(s) identified in the Contract, such as the Deputy Manager of Aviation, Planning and Development, and the Project Manager.

1.3.2. Manager of Aviation - The Manager of Aviation is located on the 9<sup>th</sup> Floor, Airport Office Building, 8500 Pena Boulevard, Denver, CO 80249.

1.3.3. Deputy Manager of Aviation for Airport Infrastructure Management - The Deputy Manager reports to the Manager. The Deputy Manager address is Planning and Development, Airport Office Building, 10<sup>th</sup> Floor, Airport Office Building, 8500 Pena Boulevard, Denver, CO 80249.

1.3.4. Assistant Deputy Manager of Aviation for Engineering - The Assistant Deputy Manager reports to the Deputy Manager who is located at 7<sup>th</sup> Floor, Airport Office Building, 8500 Pena Boulevard, Denver, CO 80249. The Assistant Deputy Manager of Aviation assignment may change when the Project design phase is complete, and any such change will be effective upon the issuance of written notice to the Contractor which identifies the successor Assistant Deputy Manager.

- 1.3.5. Project Manager - The Project Manager is the City representative who has day to day administrative responsibility of this Contract, and who reports to the Deputy Manager of Aviation. All notices, requests, pay applications and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract.
- 1.4. The Manager may from time to time substitute a different City official at any level of the organizational structure, and any such change will be effective upon the issuance of written notice to the Contractor.
- 1.5. **Relationship and Roles of the Parties**
- 1.5.1. It is the City's expectation that the Contractor, Hughes Associates, Inc (Designer of Record, Designer or DOR)., and the City shall work as a Project Team to effect the commencement and completion of construction in accordance with the Project Schedule, and to achieve Final Completion of the Project. Each team member shall communicate with all other team members to assure overall coordination, cooperation, and efficiency. Each team member shall cooperate fully with and coordinate fully with each other team member in order to achieve Project completion in an expeditious and economical manner. The Project Manager shall schedule regular meetings of the key principals of the Project Team in an effort to solve problems in a partnering atmosphere to facilitate the ability of each team member to meet its business objectives, so long as its business objectives are consistent with the successful completion of the Project. It is the City's intent that all consensus decisions of the Project Team, where differing from the Contract Documents, be reduced to writing in an appropriate Change Order.
- 1.5.2. The Contractor is, and at all times during the term of this Contract shall be, an independent contractor in the performance of its duties and obligations under this Contract. The Contractor shall have no authority to bind or otherwise obligate the City, orally, in writing or by any acts, unless specifically authorized by the City in writing. Nothing contained in this Contract shall constitute or be deemed or construed to create a partnership or joint venture, or any agency relationship, between the City and Contractor.
- 1.5.3. The Contractor covenants with the City to cooperate with the Designer, Project Manager and City and utilize the Contractor's professional skill, efforts and judgment in furthering the interests of the City; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in conformance with the terms and conditions of the Task Order and in an expeditious and economical manner consistent with the interests of the City as delineated in an approved Task Order.
- 1.5.4. Designer - The City has a separate agreement with the Designer to design the project and to provide construction administration services necessary to ensure that the construction conforms to the Contract Documents. Both the Contractor and the Designer shall be given direction by the City through the Project Manager. The Contractor agrees to support the City's efforts to create a collaborative and

cooperative team among the Contractor, Designer, and Project Manager and his or her designees.

1.6. **Forms and Procedures**

The City has developed or may develop procedures and forms for the administration and tracking of the Contract. The Contractor agrees to abide by those procedures and use those forms.

2.0 **Summary of Work**

2.1. **Services**

The Contractor shall provide consulting, estimating, and cost control as directed by Task Order, and will function as one of the three (3) key team members of the Project Team, including the City (and its representatives), the Designer and the Contractor. The Contractor will collaborate with the Project Team in the assembly of logical Work Packages to break the Project into phases and will manage the Work related to the Task Order.

2.2. **Construction Phase Services**

2.2.1. Upon execution of a Task Order or Change Order, the Contractor agrees to provide Construction Phase Services.

The detailed Construction Phase Services are identified in Section 4 and Section 5.

3.0 **Contract Documents**

3.1. In addition to the scope of work described herein, the Contractor will be required to review and incorporate into its proposal the requirements by reference to the following documents:

- 3.1.1. Advertisement of Requests for Proposals
- 3.1.2. Instructions to Proposers (with attached exhibits and proposal forms) – Provided by DIA
- 3.1.3. Addenda (if any)
- 3.1.4. Requirements of the Sample Contract and attached Exhibits (most current)
- 3.1.5. CCD Standard Specifications for Construction (the Yellow Book – 2011 Edition)
- 3.1.6. DIA Division 1 - General Requirements (most current)
- 3.1.7. Special Conditions (most current)
- 3.1.8. Contractor Proposal
- 3.1.9. All requirements and documents referred to in these listed documents

3.2. In addition to the listed documents, the Contractor will be required to include as part of the Work additional applicable reference documents. These documents may include but are not limited to the following:

- 3.2.1. Applicable FAA Advisory Circulars
- 3.2.2. Airport Security Plan
- 3.2.3. Applicable Codes and Regulations

4.0 **General Construction Phase Services**

4.1. **Project Records**

Contractor shall maintain Project Records so that they include this contract and all Project reporting, test results, survey records, engineering computations, assumptions, working drawings, meeting minutes, correspondence, memos, transmittals, notes and other written materials generated in the course of performing the Work identified in the Contract Documents for the Project.

When directed by the City, Contractor shall use an Electronic Data Management System (EDMS) and Procedure as provided and trained for by the City for the submittal, retrieval, and storage of all Project Records and deliverables.

5.0 **Construction Phase Services**

5.1. **Subcontractors**

- 5.1.1. The Contractor shall develop lists of possible bidders to solicit bids for the Bid Package(s), provide pre-bid subcontractor prequalification criteria, and conduct prequalification of subcontractors. The Contractor shall conduct an outreach effort to attract broad interest among qualified bidders. It shall be the responsibility of the Contractor to contact potential bidders to develop a sufficient pool of bidders. The Contractor shall secure the commitment to bid from a minimum of three (3) bidders for each trade and for each Bid Package. Contractor shall issue the Bid Packages after the City reviews and approves the Bid Package. Such review will confirm that Contractor has complied with the provisions of this section. The Contractor shall make any changes to Bid Packages as directed by the City.
- 5.1.2. The Contractor shall conduct, as directed by City, the procurement of each Task Order in accordance with the Denver Standard Specifications for Construction and the DIA Division 1 - General Requirements as per Task Order. Coordination with the City is required.
- 5.1.3. The Contractor shall, as directed by the City and in consultation with the Designer, respond to bid questions during the bid period and at pre-bid conferences, preconstruction conferences and walk-throughs.
- 5.1.4. The Contractor and City shall evaluate the bids received in detail for technical deficiencies. The Contractor and City shall analyze the bid results for potential error, review the apparent low bids for responsiveness and compliance with the Subcontract. The Contractor shall recommend award or other action to the City. The Contractor and City shall determine if potential bidder(s) are not responsive or if bid(s) are non-responsive; Contractor shall provide a debriefing of its recommendation, to the City and Designer, regarding bidder(s)/bid(s). The Contractor shall review the bid results for such bidding climate issues as bid responsiveness, adequacy in the number of bidders and

the spreading or grouping of bid results. Contractor shall make recommendations as to which add or delete alternatives (if any) to be awarded if necessary.

- 5.1.5. The City shall record bids received. The City shall prepare spreadsheet analyses indicating all bids received and comparing the lowest responsible bids with the cost estimate for that Bid Package. Should the event arise, it shall be the responsibility of the City and Contractor to provide a debriefing session (as necessary) to each bidder. The Contractor shall make aware to the City that such an event is requested by the subcontractor.

5.2. **Quality Control**

- 5.2.1. The Contractor shall, for all self-performed work, establish, provide and maintain an effective Quality Control Program that details the methods and procedures that will be taken to ensure that all materials and completed construction required by this contract conform to contract plans, technical specifications and any other requirements, whether manufactured by the Contractor or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Contract Documents, the Contractor shall assume full responsibility for accomplishing the stated purpose.

- 5.2.2. The Contractor shall be responsible for all activities necessary to manage, control, and document work so as to ensure compliance with the contract plans and specifications. The Contractor's responsibility includes but is not limited to ensuring adequate quality control services are provided for work accomplished on and off-site by its organization, suppliers, subcontractors, technical laboratories and consultants. The work activities include but are not limited to safety, submittal management, and all other functions relating to the requirement for quality construction.

- 5.2.3. The Contractor shall establish a necessary level of control that will:

- 5.2.3.1. Adequately provide for the production of acceptable quality materials.
- 5.2.3.2. Provide sufficient information to ensure both the Contractor and the DIA Project Manager that the specification requirements are being met.
- 5.2.3.3. Allow the Contractor as much latitude as possible to develop its own standards of control.

- 5.2.4. All Quality Control requirements are further detailed and specified in the Division 1 – General Requirements which are provided to bidding contractors:

- 5.2.4.1. Section 01400 – Contractor Quality Control
- 5.2.4.2. Section 01401 – Independent Testing Agency
- 5.2.4.3. Section 01402 – DIA Quality Assurance

5.3. **Cost Management**

- 5.3.1. Upon acceptance of the proposal, the Contractor shall develop a Schedule of Values in accordance with the Denver Standard Specifications for Construction and the DIA Division 1 - General Requirements. The Contractor shall implement a plan to manage costs in a manner that allows traceability of allocations for each Schedule of Values line item.
- 5.3.2. In tracking costs for construction elements, the Contractor shall develop a data base that may be used in the pricing of future changes to the Work.

5.4. **Performance and Payment Bonds**

5.4.1. Surety Bonds

- 5.4.1.1. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the Manager and the City Attorney.
- 5.4.1.2. Before the construction NTP is executed, the Contractor shall have furnished such surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the Contract and the payment of bills for labor and materials.
- 5.4.1.3. The Manager may direct, at his/her sole discretion, that the required payment and performance bonds be combined in a format approved by the City Attorney.

5.4.2. Performance Bonds

- 5.4.2.1. The Contractor must procure and pay for a performance bond which, when executed by the Contractor and surety, shall be a guarantee for the faithful performance and completion of the Work in strict accordance with the terms of the Contract. The performance bond shall also be a guarantee for the repair or replacement of all Work found to be defective or otherwise unacceptable during the Contract Time and through any warranty and guarantee periods. This bond shall be in the amount of one hundred percent (100%) of the dollar value of the Contract delineated in an approved Task Order. The Contractor shall utilize a City approved Performance Bond Form.

5.4.3. Payment Bonds

- 5.4.3.1. The Contractor must procure and pay for a payment bond which, when executed by the Contractor and surety, shall be a guarantee that all those performing labor or furnishing materials, supplies, rental items, tools, and equipment for the performance of the Work under the Contract shall be paid. This bond shall be in the amount of one hundred percent (100%) of the dollar value of the Contract delineated in an approved Task Order, and it shall meet the requirements of C.R.S. §38-26-101, *et seq.*, as amended.



The Contractor shall utilize the Payment Bond Form included in the Contract Documents as Attachment 6.

5.5. **Insurance**

The Contractor agrees to secure and maintain insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Contract, or any extension thereof and, during any warranty period per Task Order. Minimum insurance coverages are detailed in Attachment 3 - "City and County of Denver Insurance Certificate"

**SPECIAL CONDITIONS**  
**Contract No CE 05031-01**

**SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS**

The Construction Contract General Conditions which constitute a part of the Contract Documents are set forth in a separately published document, entitled “City and County of Denver, Department of Aviation and Department of Public Works, Standard Specifications for Construction, General Contract Conditions,” 2011 Edition, the Table of Contents to which is bound herein (which may be informally referred to as the Yellow Book). The General Conditions book is available for purchase for \$12.00 per copy at the following locations during the business hours stated, Monday through Friday, excluding holidays:

Office of the Cashier  
Wellington E. Webb Municipal Office  
Building, 2nd Floor  
201 West Colfax Avenue  
Denver, Colorado, USA 80202  
7:30 a.m. to 4:30 p.m.

Technical Services Office  
Department of Aviation  
Rm. 8810 Airport Office Bldg.  
8500 Peña Boulevard  
Denver, CO 80249  
8:00 A.M. to 4:00 P.M.

The General Conditions are also available on the DIA Contract Procurement website at:  
[www.flydenver.com/contracts](http://www.flydenver.com/contracts).

**SC-2 DRAWINGS AND SPECIFICATIONS TO BE FURNISHED BY THE CITY**

The City will provide the following Contract Documents to the Contractor in electronic format at no expense to the Contractor:

Document

Volumes I & 2 (See the Master Table of Contents, page TOC-3, for the content of these volumes)

Volume 3

Contract Drawings and Specifications

Task Orders, Change Orders and Change Directives

Additional copies of the foregoing documents will be furnished to the Contractor at the Contractor’s expense. The Contractor will be responsible for supplying all subcontractors with copies of the Contract Documents at its expense, or as delineated in a Task Order.

If Sensitive Security Information (“SSI”) is provided to the Contractor, the Contractor shall be required to comply with Department of Aviation, Standard Policies and Procedures No. 6003, “Contractor Protection of Sensitive Security Information,” or its successor, and 49 C.F.R. § 1520, or its successor.

The City will not supply any copies of the General Contract Conditions to the Contractor at City expense.

### **SC-3 REVISIONS TO G.C. 201**

The second sentence of General Condition 201 is amended to read: “The unit responsible for this management and control is the Airport Infrastructure Management office under the supervision of the Deputy Manager of Airport Infrastructure Management.”

### **SC-4 CITY LINE OF AUTHORITY AND CONTACTS**

In accordance with General Condition 214, the City’s line of authority for administration of this Contract is:

Manager of Aviation (the “Manager” under G.C. 112). The Manager of Aviation is Kim Day, Executive Office, 9<sup>th</sup> Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Deputy Manager of Aviation for Airport Infrastructure Management (the “Deputy Manager” under G.C. 109), who reports to the Manager. The Manager is David LaPorte, Airport Infrastructure Management office, 7<sup>th</sup> Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Assistant Manager of Aviation for Airport Infrastructure Management (the “Assistant Manager”), reports to the Deputy Manager. The Project Manager reports to the Assistant Manager. The Assistant Manager is Michael Steffens Airport Infrastructure Management Division, 7<sup>th</sup> Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the Deputy Manager. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract. The Project Manager for this Contract is: Kent Stutsman, Airport Infrastructure Management Office, 7<sup>th</sup> Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249, phone 303-342-2200.

The Manager may from time to time substitute a different City official as the designated “Deputy Manager” hereunder, and any such change will be effective upon the issuance of written notice to the Contractor which identifies the successor Deputy Manager. The Deputy Manager may from time to time change the assigned Project Manager, and any such change will be effective upon the issuance of written notice to the Contractor which identifies the successor Project Manager.

### **SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING**

With respect to General Condition 501, no more than 85% of the work may be subcontracted.

**SC-6 COOPERATION WITH OTHERS**

The Technical Specifications describe the constraints on the physical work site areas. These descriptions are not exhaustive and the Contractor is required to coordinate its activities and work as may be required to meet FAA or City requirements while performing work on DIA.

Without limiting the foregoing, the following contracts administered by the City involve or may involve work overlapping or adjoining the Work under this Contract, and may be prosecuted concurrently with the Work performed under this Contract. There may also be other adjoining or overlapping contracts which are not listed.

<u>Contract No.</u>	<u>Description</u>
CE 92076	Fire Alarm Fiber Infrastructure

**SC-7 PROSECUTION AND COMPLETION OF THE WORK:**

The Work to be performed under the Contract is described in the Technical Specifications and Contract Drawings. The Contractor shall complete the Work within **Error! Reference source not found.** the time stated in a Task Order.

**SC-8 LIQUIDATED DAMAGES**

Article IV of the Contract and General Condition 602 cover payment and withholding of liquidated damages.

**SC-9 FACILITY SECURITY AND PERSONNEL ACCESS**

The Contractor shall conduct all its activities at the Airport in compliance with the Airport security system rules and regulations, which are administered by the Airport Operations Division. The Contractor shall obtain the proper access authorizations for its employees, subcontractors and suppliers (i.e., Badges and Permits), and shall be responsible for such persons' compliance with all the Airport rules and regulations. A copy of the Contractors' section of the Airport Security rules and regulations are available for Contractor review at the Airport Access Services Office, Concourse A East Subcore, 4th Level. Persons regularly entering the construction areas must obtain personnel access badges from the Airport Access Services Office and must display badges , at all times, upon entering the construction, restricted and sterile areas of the airport.. Any employee, subcontractor or supplier who violates such rules may be subject to revocation of his access authorization, including authorization for access to the construction site and all other restricted and sterile areas.

The security status of the Airport is subject to change without notice. These contract Special Conditions are applicable to the current security status of the Airport. Should the security status of the Airport change at any time during the term of this Contract, a written notice shall be issued to the Contractor detailing all applicable security

modifications from the airport's current security status. The Contractor shall take **immediate steps** to comply with those security modifications as directed in the written notice.

If these security modifications involve any additional project cost, the Contractor shall submit a Contractor Change Request in accordance with the General Conditions for the additional cost. The Contractor Change Request shall outline in specific detail the effects of the security modifications on the Contractor's performance of the Contract, and shall provide a detailed cost breakdown for each item for which the Contractor is requesting reimbursement.

The Contractor shall return to the City, at contract completion or termination, or upon demand by the City, all access keys issued to it by the City to all areas of the Airport. If the Contractor fails to return any such key or keys at contract completion or termination or upon demand by the City, the Contractor shall be liable to the City for all the City's costs, including the City's labor costs for employees, incurred in re-coring doors and any other work which is required to prevent compromise of the Airport security system. In order to collect such costs hereunder, the City may withhold funds in such amount from any amounts due and payable to the Contractor under this Contract.

The construction of all the Project / Task Items that involve the breaching of any airport perimeter security boundary or continued access to restricted access rooms or areas will require the posting of authorized contract security personnel to maintain required security controls. The Contractor's Task Order Proposal shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and for the duration of work activities where access to restricted areas is required and until the airport perimeter security boundaries are reestablished.

When security boundaries are opened for any reason, the Contractor must maintain one hundred percent (100%) control and supervision for the entire time that the openings are present to prevent unauthorized access to the secure / restricted access areas.

**THE IMPORTANCE OF THIS SPECIAL CONDITION CANNOT BE OVER-EMPHASIZED. SEVERE FINANCIAL PENALTIES AS WELL AS CONTRACT TERMINATION COULD RESULT IF AIRPORT PERIMETER SECURITY REQUIREMENTS ARE NOT STRICTLY FOLLOWED. THE REQUIREMENT TO PROVIDE ONE HUNDRED PERCENT (100%) CONTROL AND SUPERVISION OF BREACHES IN THE AIRPORT'S PERIMETER SECURITY BOUNDARY IS ABSOLUTE. AT NO TIME, DURING WORK AND NON-WORK HOURS SHALL ANY BREACHES IN THE AIRPORT'S SECURITY PERIMETER BE UNSUPERVISED AND / OR UNSECURED.**

For off-hours of construction, the Contractor may choose to erect a temporary wall to

close all perimeter openings. The wall construction shall be of sufficient materials and strength to prevent access to the airport's Sterile/Restricted Areas. The Contractor shall submit for review and approval, the details and materials for the temporary closure of security perimeter breaches for review and approval.

The Contractor will provide contract security guard services to maintain supervision of these openings. The security services must provide coverage to allow for lunch breaks, comfort breaks and etc. The security services **must** be obtained from the following contract security guard company:

HSS  
900 S. Broadway, Suite 100  
Denver, Colorado 80209

DIA Contact: Glenn Spies  
(303) 342-4323

All security guards provided for this project must have a Denver Airport SIDA Badge.

The DIA Security Guard Contractor may change between the bidding or proposal phase of this contract from Notice to Proceed to closure of all security perimeter breaches. The Contractor shall maintain a contractual relationship with the Security Guard Contractor holding the most current contract with Denver International Airport.

The Contractor shall continue to provide security of these areas until such time that the breaches in the airport's security perimeter have been permanently secured.

The Contractor shall submit a written security plan for approval to the Director of Airport Security prior to the start of construction on any work where a breach of the perimeter security boundaries is required.

## **SC-10 CONSTRUCTION ACCESS**

The work site(s) is(are) located at landside. The Contractor shall have access to the work site via limited access routes.

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport. However, DIA will designate acceptable locations for temporary or shared parking areas during the term of any work. Arrangements for transportation and parking for all of its and its subcontractors employees will be the responsibility of the Contractor. The Total Contract Bid Amount or Contract Amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking. Information about parking facilities and charges is available from the Airport Parking Office. Refundable deposits are required for all parking passes.

Unless specifically required by the Contract Documents, the Contractor shall install no fences or other physical obstructions on or around any project work area without the approval of the City.

#### **SC-11 VEHICLE PERMITTING**

Vehicle access on the Airport Operation Area (“AOA”) is controlled by and requires permission from the Airport Access Services Office. It is not anticipated that the Contractor will need to operate vehicles on the AOA to perform the Work. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

#### **SC-12 VENDORS AND SUPPLIERS**

The Contractor shall provide the Project Manager's office with a list of its equipment/material vendors and suppliers. Vendors or suppliers shall access the construction work areas via the Contractor's access route, described in SC-10 above. All delivery vehicles are subject to search.

#### **SC-13 COMMUNICATION DEVICES**

Any site communications devices, mobile communication devices or internet data devices used at DIA must be approved by DIA Technologies.

#### **SC-14 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**

The Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 94 and Attachment A thereto concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

#### **SC-15 ATTORNEY'S FEES**

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, Contractor agrees to pay to the City its costs and a reasonable attorney's fee. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, Contractor agrees a reasonable fee shall be computed at the rate of one hundred dollars per hour of City Attorney time.

#### **SC-16 INSURANCE TO BE PROVIDED BY THE CONTRACTOR**

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are set forth in the Sample Insurance Certificate attached to these Special Conditions. The Contractor specifically agrees to comply with each condition, requirement or specification set forth in the attachment for each required coverage during all periods when the required coverage's are in effect.

Contractor and sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City and County of Denver in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or sub-contractors. The Contractor shall assess its own risks as it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

Contractor shall furnish the City and County of Denver with certificates of insurance (ACORD form or equivalent approved by CCD) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Denver International Airport, Business & Technologies, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City project/Contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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



**SC-17 SUBCONTRACTOR RELEASES**

The release form referred to in General Condition 907 is attached to these Special Conditions. It is entitled "Denver International Airport Partial Release."

**SC-18 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS**

This contract is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for airport purposes. The "Federal Requirements" section attached hereto as Appendix 1 is made a part of this Contract.

**SC-19 ESTIMATED QUANTITIES OF UNIT PRICED ITEMS**

The "total estimated quantity" of each unit price item as stated on the bid schedules shall be the estimated quantity which is used to determine the percentage of change in such item for purposes of G.C. 1104.7

**SC-20 REVISIONS TO G.C. 1102**

G.C. 1102.2 is amended by replacing the phrase "Change Request" in all its occurrences in such G.C. with the phrase "Change Notice."

G.C. 1102.3 is amended by replacing the phrase "Field Order/Change Directive" in all its occurrences in such G.C. with the phrase "Change Directive."

**SC-21 LISTING OF ACCEPTABLE MANUFACTURERS**

The Technical Specifications list "Acceptable Manufacturers" for certain products. Such listing identifies manufacturers of certain products which have been determined by a preliminary review to be able to meet the basic product and/or system technical requirements. The listing is not intended to provide a blanket endorsement or acceptance of the manufacturer's specified products or product line. All products from listed manufacturers must meet the detailed requirements of the Technical Specifications. Products that do not meet all detailed Technical Specifications are not acceptable and will be rejected, regardless of whether the manufacturer was listed as "acceptable." The Contractor is responsible for determining the acceptability of all products under the Technical Specifications prior to submission of products for approval.

**SC-22 ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL**

If any Work is performed in or adjacent to parking facilities at the Airport, the Contractor is responsible for compliance with this SC-30. "Accessible" parking spaces and access aisles as used in this SC-30 mean parking spaces and access aisles which are accessible for, and reserved for use by, persons with disabilities.

These parking spaces and access aisles are designed and built to standards established by federal regulations implementing the Americans with Disabilities Act of 1990 (“ADA”), and are marked by signage. “Accessible routes of travel” as used herein means routes through parking facilities which comply with ADA accessibility standards, including degree of slope and absence of obstructions.

Accessible routes of travel and accessible parking spaces and access aisles must be kept free of obstructions and construction debris at all times. No accessible parking spaces or access aisles or accessible routes of travel shall be relocated, blocked or rendered unusable unless the contractor has obtained specific advance approval in writing for such actions from the airport’s ADA Compliance Officer.

When prosecution of the Work requires that accessible spaces be temporarily blocked, those accessible spaces and their access aisles shall be temporarily relocated to another location as close as possible to an accessible building entrance. Temporary signage that identifies these parking spaces and access aisles as reserved for the handicapped shall be installed, and the accessible route shall be clearly marked as required.

Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain written approval from the DIA ADA Compliance Officer, by submitting a completed request form, which will be provided to the Contractor by the Project Manager at the preconstruction meeting if it is not included as a standard form in Section 01999 of the Technical Specifications. The request shall include the location of alternative spaces and/or routes, and specifications of the temporary signage to be used. Work shall not proceed without this approval.

If a vehicle is parked in any accessible space which is either temporary or approved to be relocated, the contractor will not remove signage or take any other action which would allow the access aisle for such parking space to be blocked. Such actions must be postponed until the parking space is no longer occupied.

## **SC-23 PROJECT CONTROLS REQUIREMENTS**

DIA’s Project Controls System is Airport Infrastructure Management’s tool for project and information management, data analysis, and document control. Denver International Airport will be responsible for providing the licensing and training for PCM. The Contractor will be responsible for providing Primavera P6 as required per Task Order. The Contractor will also be responsible for providing and maintaining the computer hardware, software and system environment capable of supporting Project Controls System requirements.