

CONTRACT FOR ON-CALL CONSTRUCTION

THIS CONTRACT FOR ON-CALL CONSTRUCTION (“Contract”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **FOUR STAR DRYWALL, LLP**, a Colorado corporation authorized to do business in the State of Colorado (“**Contractor** ”) (collectively the “**Parties**”).

WITNESSETH

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of the work described in Request for Proposal No. 202056275, On-Call Painting and Coating Services at Denver International Airport (“**DEN**”); and

WHEREAS, proposals in response to said advertisement have been received by the Chief Executive Officer of DEN (the “**CEO**”), and Contractor’s proposal was selected for award; and

WHEREAS, Contractor is qualified, willing, and able to perform the work in accordance with its proposal and the Contract Documents defined below;

NOW, THEREFORE, for and in consideration of the compensation to be paid by the City to Contractor and subject to the terms of this Contracts, the Parties agree as follows:

CONTRACT DOCUMENTS

It is agreed by the Parties that the instruments, drawings, and documents described below and whether attached to and bound with this Contract or not (the “**Contract Documents**”), are incorporated into the Contract by this reference, and are as fully a part of this Contract as if they were set out here verbatim and in full:

- Contract
- Task Order(s)
- Change Directives
- Change Orders
- Appendix 1 Federal Appendices
- Exhibit A Scope of Work
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules
- Exhibit E Special Conditions
- Exhibit F Standard Specifications for Construction General Contract Conditions

(2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”)
(Table of Contents attached as Exhibit F)

- Exhibit H Request for Proposals and Contractor’s Response to Request for Proposal and Forms
- Exhibit I Schedule of Rates and Markups
- Exhibit J Task Proposals and Execution Process

In the event of an irreconcilable conflict between a provision of Articles I through XXXI of this Contract document and any other provisions of the Contract Documents such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict is as follows, in descending order:

1. Appendix 1 Federal Appendices
2. Contract
3. Task Orders
4. Change Directives
5. Change Orders
6. Exhibit A Scope of Work
7. Exhibit J Task Proposals and Execution Process
8. Exhibit B Equal Employment Opportunity Provisions
9. Exhibit E Special Conditions
10. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
11. Exhibit C Insurance Requirements
12. Exhibit D Prevailing Wage Schedules
13. Exhibit I Schedule of Rates and Markups
14. Exhibit H Request for Proposals and Contractor’s Response to Request for Proposal and Forms

The remaining order of precedence is established in General Conditions Title 4.

1. SCOPE OF WORK:

A. Contractor shall furnish all labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Scope of Work, attached as *Exhibit A*, the Task Orders issued pursuant to this Contract, and the Contract Documents (the “**Work**”).

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Contract (“**Task Orders**”), and the Task Order process is specified in *Exhibit J*. The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Bids for such Task Orders shall be submitted as required by the City, including as specified in *Exhibit J* and may not necessarily

require utilization of the rates and markups in *Exhibit I*. Changed work in competitively bid Task Orders will utilize the rates and markups in *Exhibit I* unless otherwise specified in a Task Order.

2. TERM OF CONTRACT:

A. The Term of this Contract shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Contract may be extended for two periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Liability stated below. If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

B. Contractor agrees to begin the performance of the work required under this Contract or any individual Task Order within ten (10) days after being notified to commence work by the Senior Vice President of Aviation – Airport Infrastructure Management (the “**SVP-AIM**”) and agrees to fully complete the Work described in each Task Order in its entirety within the time frame established for the Task Order. This period of performance for each Task Order is also referred to as “**Contract Time**.” The Contractor is not authorized to commence work prior to its receipt of each Task Order or Notice to Proceed, if one is provided for in a Task Order.

3. TERMS OF PAYMENT:

A. The City agrees to pay Contractor for the performance and completion of all of the Work required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor and the City shall not be liable under the terms of this Contract for an amount in excess of a total amount of **One Million Dollars and Zero Cents (\$1,000,000.00)** (the “**Maximum Contract Amount**”). The Contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

B. In no event will the City’s entire liability under this Contract exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified in this Contract.

C. **Rates and Markups.** The Schedule of Rates and Markups is set forth in *Exhibit I*. Certain initial hourly rates, including any applicable multiplier, are set forth in *Exhibit I*. The Project Manager, in his or her sole discretion, may annually adjust these hourly rates and the Hourly Rate for Allowances on which these hourly rates charged to the City are calculated, on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

4. VERIFIED STATEMENT OF CLAIMS:

Colorado Revised Statutes § 38-26-107 (“**C.R.S.**”) 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 Contractor sufficient funds to insure the payment of any such claims. Should the City 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 incurred in any such lawsuit. 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 two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

5. DISPUTES:

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in *Exhibit F*, as modified by *Exhibit E*, if any, and the Denver Revised Municipal Code § 5-17 (“**D.R.M.C.**”) and all related rules and procedures, including but not limited to DEN Rule 250. The determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

6. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Contractor 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 related to the work performed under this Contract that are due to the negligence or fault of Contractor or Contractor’s agents, representatives, subcontractors, or suppliers (“**Claims**”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney’s fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Section 5. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City’s exclusive remedy.

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

protection in the performance of this Contract.

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

7. WAIVER OF C.R.S. § 13-20-801, et seq.:

Notwithstanding any other provision of this Contract, Contractor specifically waives all of the provisions of C.R.S. §§ 13-20-801 *et seq.* as they may relate to Contractor's performance under this Contract.

8. LIQUIDATED DAMAGES:

If Contractor fails to achieve Substantial Completion of the Work pursuant to each Task Order within the Contract Time or fails to substantially complete the Work described in the Scope of Work or any Task Order within the time set forth in the Special Conditions or the applicable Task Order, the City will suffer substantial damages, which damages would be difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work pursuant to each Task Order within the Contract Time shall be specified in the Task Order. If Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

9. INSURANCE REQUIREMENTS:

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

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

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Contract by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Contract by reason of its failure to obtain or maintain insurance in

sufficient amounts, duration, or types.

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

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

10. CONTRACT BINDING:

It is agreed that this Contract shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, assigns, and successors.

11. SEVERABILITY:

If any part, portion, or provision of this Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of this Contract shall remain in full force and effect.

12. ASSIGNMENT:

Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Contract, in whole or in part, without first obtaining the written consent of the CEO or their authorized representative. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or their authorized representative, automatically terminate this Contract and all rights of Contractor hereunder.

13. APPROPRIATIONS:

Payment 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 Airport System 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.

14. APPROVALS:

In the event this Contract calls for the payment by the City of Five Million Dollars and no

cents (\$5,000,000.00) or more, approval by the Denver City Council, acting by Resolution in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and performance of this Contract.

15. JOINT VENTURE:

If Contractor is a Joint Venture, the partners to the Joint Venture shall be jointly and severally liable to the City for the performance of all duties and obligations of Contractor which are set forth in the Contract.

16. NO DISCRIMINATION IN EMPLOYMENT:

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

17. COORDINATION OF SERVICES:

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

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

A. Contractor and its subcontractor(s) shall perform all work under this Contract in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

B. Contractor shall perform all work in compliance with Executive Order 123 regarding Sustainability as may be directed by the City, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: <https://business.flydenver.com/bizops/bizRequirements.asp>.

19. PREVAILING WAGE REQUIREMENTS:

A. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and determinations of the City regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§20-76 through 20-79, including, but not limited to, the requirement that every covered

worker working on a City-owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Contract were encumbered.

Date bid or proposal issuance was advertised: May 6, 2021.

A. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Contract, Contractor will receive no additional compensation for increases in prevailing wages or fringe rates.

B. Contractor shall provide the Auditor of the City and County of Denver with a list of all subcontractors providing any services under the Contract.

C. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the Contract in a manner specified by the Auditor.

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

E. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The Auditor may enforce the Prevailing Wage Ordinance in a manner provided by law, including the Prevailing Wage Ordinance. The City also may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe rates.

20. NON-EXCLUSIVE RIGHTS:

This Contract does not create an exclusive right for Contractor to perform the work described herein at the Airport. The City may, at any time, award other contracts to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective contracts, DEN shall determine the privileges of each party and Contractor agrees to be bound by DEN's decision.

21. CITY PROMPT PAYMENT:

A. Unless otherwise provided in this Contract, the City will make monthly progress payments to the Contractor for all services performed under this Contract based upon the Contractor's monthly invoices and in compliance with the General Conditions, as they may be modified in this Contract. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Contract.

B. Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by the Contractor. In addition to retention, the City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

C. Prompt Pay of MWBE Subcontractors. For contracts of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-72 applies, the Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72, with regard to payments by the Contractor to MWBE subcontractors. The Contractor shall make payment by no later than thirty-five (35) days from receipt by the Contractor of the subcontractor's invoice.

22. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Contract on or before the day of payment for such work shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Contract. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Contract, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Contract. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

23. COLORADO OPEN RECORDS ACT:

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

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an

application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

24. EXAMINATION OF RECORDS AND AUDITS:

A. 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 Contractor's performance pursuant to this Contract, provision of any goods or services to the City, and any other transactions related to this Contract. Contractor 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 six (6) years after the final payment under the Contract or expiration of the applicable statute of limitations. When conducting an audit of this Contract, 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 Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.

B. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or their representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

C. In the event the City receives federal funds to be used toward the services performed under this Contract, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

25. MINIMUM WAGE REQUIREMENTS:

To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City’s Minimum Wage Ordinance, D.R.M.C. §§20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City’s Minimum Wage Ordinance. By executing this Contract, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Contract, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

26. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

A. This Contract is subject to Denver Revised Municipal Code (“**D.R.M.C.**”), Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”) and any Rules or Regulations promulgated pursuant thereto. The Contract goal for MWBE participation established for this Contract by the Division of Small Business Opportunity (“**DSBO**”) is 30%.

B. Under D.R.M.C. § 28-68, the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Contract, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Contract was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Contract through change order, contract amendment, force account, or as otherwise described in D.R.M.C. § 28-70. The Contractor acknowledges that:

(i) If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

(ii) If change orders or any other contract modifications are issued under the Contract, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

(iii) If change orders or other amendments or modifications are issued under the Contract that include an increase in the scope of work of this Contract, whether by amendment, change order, force account or otherwise, which increases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract

modification shall be immediately submitted to DSBO for notification purposes.

(iv) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. The Contractor must also satisfy the requirements under D.R.M.C. §§ 28-60 and 28-73 with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-60, 28-70, and 28-73 with respect to the modified dollar value or work under the Contract.

(v) Failure to comply with these provisions may subject the Contractor to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

(vi) Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

27. SENSITIVE SECURITY INFORMATION:

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

28. DEN SECURITY:

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

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

billing.

29. FEDERAL RIGHTS:

A. This Contract is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future contracts between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport System. It also is subject to the terms below and in Appendix 1 to this Contract.

(i) General Civil Rights: Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds Contractor and subtier contractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(ii) Federal Fair Labor Standards Act: This Contract incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Contract. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(iii) Occupational Safety and Health Act: This Contract incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(iv) Contractor covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Contractor covenants it will take action with respect to any subcontract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the City to enter into any litigation to protect the interests of the City. In addition,

Contractor may request the United States to enter into the litigation to protect the interests of the United States.

30. CITY EXECUTION OF CONTRACT:

This Contract is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

31. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Contract 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 Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202056275-00
Contractor Name: FOUR STAR DRYWALL LLP

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

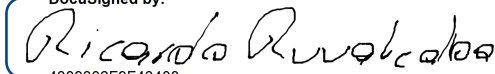
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202056275-00
FOUR STAR DRYWALL LLP

DocuSigned by:
By: 
4389302F9E43408...

Name: Rick Ruvalcaba
(please print)

Title: partner/owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [***Contractor*** | ***Consultant***] has full responsibility to monitor compliance to the referenced statute or regulation. The [***Contractor*** | ***Consultant***] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A

Scope of Work: DEN On-Call Painting and Coatings Contract
Department: DEN Facility Services
Point of Contact: Steven Toebben

1. INTRODUCTION

Denver International Airport (DEN) is the third-busiest airport in the world. With 69 million passengers traveling through the airport in 2019, DEN is one of the busiest airline hubs in the world's largest aviation market. DEN is the primary economic engine for the state of Colorado, generating more than \$33.5 billion for the region annually.

DEN strives to be America's favorite connecting hub where the Rocky Mountains meet the world, be the best possible gateway to our region, and drive economic growth for Denver and Colorado. DEN strives to be the hub of choice by providing air travelers with a pleasant and reliable airport experience and services comparable to the best airports in the world.

Our Seven Core Objectives Are:

- Winning the hearts of our customers
- Inspiring our employees
- Partnering in operational excellence
- Investing for sustainability
- Putting DEN on the world map
- Maximizing our real estate
- Excelling in financial performance

2. DEN FACILITY DESCRIPTION

Denver International Airport consists of the Westin DEN Hotel integrated with the RTD Transit Center, the Jeppesen Terminal, the curbsides and covered parking attached to the Terminal, the North Terminal Federal Inspection Services (FIS) and support facilities, the Airport Office Building (AOB), three concourses, and numerous ancillary support buildings for a total of over 18 million square feet.

3. GENERAL SCOPE

This contract will provide on-call painting and coating services on an as-needed task basis. The scope of work varies from project to project. This may include but is not limited to touch-ups, re-coatings, and first-time applications on concourses and exteriors across the DEN campus. The intent is to provide a simplified method to direct work on facility elements that may deteriorate or need environmental elements protection.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all the work associated with the proposal preparation, work scheduling, cost estimating, preparation of safety and quality control plans, worksite management, and administrative duties for any and all services as requested by the DEN Project Manager. The contractor team ("Contractor") shall provide all work in accordance with the most current published DEN Design Standards Manuals (DSMs); the contract; all applicable Local, State, and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles. The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website:

<http://business.flydenver.com/bizops/bizRequirements.asp>

4. TASK NOTICE FOR PROPOSAL (TNP)

The specific scope of work for each Task or Project will be issued to the Contractor in a TNP in the format as defined by the contract agreement. The Contractor shall submit to the Project Manager requests for site inspections and other investigations as necessary to prepare a work plan and proposal. The Contractor shall then furnish a work plan and price proposal to the Project Manager for all work described in the TNP.

The work plan and proposal shall include, but not be limited to:

- A statement of the work to be accomplished
- Discussion of the implementation process to include the method of operation, type of equipment, key personnel, and subcontractors
- How quality of materials and workmanship will be established and maintained
- Any additional design requirements
- Special considerations
- Schedule and key milestones
- Work breakdown according to Construction Specifications Institute (CSI) divisions
- Quantities and units of work as well as man-hours and material cost per unit
- Mark-ups on labor, material, equipment, and subcontractors
- Costs for performance and payment bonds
- Other components as required

5. PROJECT TYPES AND CONTRACTOR TASKS

The types of projects and coating materials will vary on a case-by-case basis. Some examples include, but are not limited to the following:

- Touch-up/revitalization of paint and coatings
- The first-time application of paint and coatings
- Concourse gate renovations or expansions
- New facilities (Airside and Landside)
- Exteriors
- Corrosion protection for installed equipment (transformers, generators, etc.)

The Contractor will support these efforts by performing the following types of tasks:

- Scheduling
- Cost estimating
- Self-performance of work
- Sub-contractor oversight and management
- Quality control planning and management
- Safety planning and management
- Coordination with DEN Project Manager
- Participating in construction update meetings as needed

EXHIBIT B

**CITY AND COUNTY OF DENVER
RULES AND REGULATIONS AND BID
CONDITIONS OF THE
MANAGER OF PUBLIC WORKS**

**PERTAINING TO EQUAL EMPLOYMENT OPPORTUNITY
IN THE CITY AND COUNTY OF DENVER**

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

/s/ _____
Attorney for the City and
County of Denver

/s/ _____
Manager of Public Works

Adopted and Published Pursuant to Article 111, Division 2 of Chapter 28
the Revised Municipal Code
of the City and County of Denver

These Rules and Regulations cancel and supersede any and all previous issued Rules and
Regulations on the subject

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Promulgated and adopted by the Manager of Public Works pursuant to and by authority of Article III, Division 2, Chapter 28 of the Revised Municipal Code of the City and County of Denver, and for the purpose of insuring that contractors, subcontractors and suppliers soliciting and receiving compensation for contract work from or through the City and County of Denver provide equal opportunity in employment without regard to race, color, creed, sex, national origin, age, religion, marital status, political opinion or affiliation or mental or physical handicap and meet certain requirements for the hiring, training, promotion and treatment during employment of members of ethnic groups subjected to differential treatment, including persons of African descent (Black), Spanish-surnamed (Hispanic), Asian-American and American Indian groups.

RULE I
DEFINITIONS

- A. "City" means the City and County of Denver.
- B. "Manager" shall mean the Manager of Public Works for the City and County of Denver.
- C. "Contract" means a contract entered into with the City and County of Denver, financed in whole or in part by local resources or funds of the City and County of Denver, for the construction of any public building or prosecution or completion of any public work.
- D. "Contractor" means the original party to a contract with the City and County of Denver, also referred to as the "general" or "prime" contractor.
- E. "Director" means the Director of the Mayor's Office of Contract Compliance.
- F. "Subcontractor" means any person, company, association, partnership, corporation, or other entity which assumes by subordinate agreement some or all of the obligations of the general or prime contractor.
- G. The Phrase "Bidding Specifications" as used in Article 111, Division 2 of Chapter 28 of the Revised Municipal Code shall include BID CONDITION, INVITATION TO BID AND NOTICE OF PROPOSAL.
- H. "Affirmative Action Program" means a set of specific and result-oriented procedures or steps to which a contractor commits himself to apply every good faith effort to employ members of ethnic minority groups, to include persons of African descent (Black), Spanish surnamed (Hispanic), Asian-American, American Indians, and persons with mental or physical handicap.
- I. "Mayor's Office of Contract Compliance" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

RULE II
NOTICE OF HEARING

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal Code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail return receipt requested, to the contractor and to any subcontractor involved at least ten days prior to the date scheduled for the hearing.

RULE III
HEARING

- A. Contractors will appear at hearings and may be represented by counsel, and may present testimony orally and other evidence.
- B. Hearings shall be conducted by one or more hearing examiners designated as such by the Manager.
- C. The Director of the Mayor's Office of Contract Compliance may participate in hearings as a witness.
- D. Hearings shall be held at the place specified in the notice of hearing.
- E. All oral testimony shall be given under oath or affirmation and a record of such proceedings shall be made.
- F. All hearings shall be open to the public.
- G. The hearing officer shall make recommendations to the Manager who shall make a final decision.

REGULATIONS

REGULATION NO. 1. **ORDINANCE:** The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

REGULATION NO. 2. **EXEMPTIONS:** Each contract and subcontract, regardless of dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed sex age national origin, religion, marital status, political opinion or mental or physical handicap.

REGULATION NO. 3. DIRECTOR OF CONTRACT COMPLIANCE: The Director of the Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office of Contract Compliance or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Mayor's Office of Contract Compliance; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Mayor's Office of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

REGULATION NO. 4. GOALS AND TIMETABLES: In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

REGULATION NO.5. AWARD OF CONTRACTS: It shall be the responsibility of the Director of the Mayor's Office of Contract Compliance to determine the affirmative action capability of bidders, contractors and subcontractors and to recommend to the Manager the award of contracts to those bidders, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

REGULATION NO. 6. PUBLICATION AND DUPLICATION: Copies of these Rules and Regulations as amended by the Manager from time to time, shall as soon as practicable and after Notice being published will be made a part of all City Contracts.

REGULATION NO. 7. NOTICE TO PROCEED: Prior to issuance of Notice to Proceed a sign-off will be required of the Director of the Mayor's Office of Contract Compliance or his designee.

REGULATION NO. 8. CONTRACTS WITH SUBCONTRACTORS: To the greatest extent possible the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions which include but are not limited to the following:

1. Advertise invitations for subcontractor bids in minority community news media.
2. Contact minority contractor organizations for referral of prospective subcontractors.
3. Purchase materials and supplies from minority material suppliers.

REGULATION NO. 9. AGENCY REFERRALS: it shall be no excuse that the union with which the contractor or subcontractor has an agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

REGULATION NO. 10. CLAUSES: The Manager shall include the appropriate clauses in every contract and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

1. **APPENDIX A:** City and County of Denver Equal Opportunity Clause-ALL CONTRACTS funded only with City & County of Denver monies.
2. **APPENDIX B:** Equal Opportunity Clause (11246)-ALL FEDERAL ASSISTED
3. **APPENDIX C:** Section 3-Assurance of Compliance-HUD ASSISTED PROJECTS.
4. **APPENDIX D:** Section 3-Clause-HUD ASSISTED PROJECTS.

All amendments to the appendices shall be included by reference.

REGULATION NO. 11. SHOW CAUSE NOTICES: When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

REGULATION NO. 12. BID CONDITIONS-AFFIRMATIVE ACTION REQUIREMENTS-EQUAL EMPLOYMENT OPPORTUNITY:

1. APPENDIX E:

The Bid Conditions- Affirmative Action Requirements-Equal Employment Opportunity as amended and published by the U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance, shall be inserted verbatim for bidding specification for every non-exempt contract involving the use of Federal funds.

2. APPENDIX F:

The Bid Conditions- Affirmative Action Requirements-Equal Employment Opportunity as published by the Department of Public Works, City and County of Denver shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each contractor will comply with all provisions of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.
5. The contractor will furnish all information and reports required by Article III, Division 2, Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.
7. The contractor will include Regulation 12 Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless, exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding upon each subcontractor or suppliers. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

The contractor will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Manager and Director. In addition, the contractor agrees that failure or refusal to comply with these undertakings the Manager may take any or all of the following actions:

- A. Cancellation, termination, or suspension in whole or in part of this contract.
- B. Refrain from extending any further assistance to the applicant under the program with respect to which the failure occurred until satisfactory assurance of future compliance has been received from such applicant.
- C. Refer the case to the City Attorney for appropriate legal proceedings.

SUBCONTRACTS: Each prime contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

**APPENDIX F
BID CONDITIONS
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY**

For all Non-Exempt Construction Contracts to be Awarded by
the City and County of Denver, Department of Public Works

NOTICE

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH THE REQUIREMENTS OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT, AND ALL OTHER CONSTRUCTION WORK (BOTH CITY AND NON-CITY) IN THE DENVER AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION, AS APPLICABLE, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITION OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

EULOIS CLECKLEY
Manager of Public Works
City and County of Denver

A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:

Contractors shall be subject to the provisions and requirements of these bid conditions including the goals and timetables for minority' and female utilization, and specific affirmative action steps set forth by the Office of Contract Compliance. The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

1. GOALS AND TIMETABLES:

The goals and timetables for minority¹ and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

**GOALS FOR MINORITY PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 21.7% - 23.5%
Until Further Notice

**GOALS FOR FEMALE PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 6.9%
Until Further Notice

The goals for minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the contractor's aggregate workforce, which includes all supervisory personnel, in each trade, on all projects for the City and County of Denver during the performance of its contract (i.e., The period beginning with the first day of work on the City and County of Denver funded construction contract and ending with the last day of work).

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract in each trade and minorities and females must be employed evenly on each of a contractor's projects. Therefore, the transfer of minority or female employees from contractor to contractor or from project to project for the purpose of meeting the contractor's goals shall be a violation of these Bid Conditions.

If the contractor counts the nonworking hours of apprentices they must be employed by the contractor during the training period; the contractor must have made a commitment to employ apprentices at the completion of their training subject to the availability of employment opportunities; and the apprentices must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training.

¹ "Minority" is defined as including, Blacks, Spanish Surname Americans, Asian-Americans, and American Indians, and includes both men and Minority women.

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

No contractor shall be found to be in noncompliance solely on account of its failure to meet its goals, but will be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority and female utilization in its aggregate workforce. A contractor, who fails to comply with its obligation under the Equal Opportunity Clause of its contract and fails to achieve its commitments to the goals for minority and female utilization has the burden of proving that it has engaged in an Affirmative Action Program directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

- a. The contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and their reasons.
- c. The contractor should have promptly notified the Department of Public Works, and Mayor's Office of Contract Compliance when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the contractor has other information that the union referral process has impeded efforts to meet its goals.
- d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.
- e. The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the contractor's recruitment area.

- g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The contractor should have made certain that all facilities are not segregated by race.
- j. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid conditions, including circulation of minority and female contractor associations.

NOTE: The Director and the Mayor's Office of Contract Compliance will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

3. NON-DISCRIMINATION:

In no event may a contractor utilize the goals and affirmative action steps required in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex, marital status, national origin, age, mental or physical handicap, political opinion or affiliation.

4. COMPLIANCE AND ENFORCEMENT:

In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority and female employment and training.

A. Contractors Subject to these Bid Conditions:

In regard to these Bid Conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, the implementing regulations and its obligations under these Bid Conditions. In the event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity Clause.

- 1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article 111, Division 2, Chapter 28 of the Revised Municipal

Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article 111, Division 2, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Mayor's Office of Contract Compliance shall review the contractor's employment practices during the performance of the contract. If the Mayor's Office of Contract Compliance determines that the contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

B. **Obligations Applicable to Contractors:**

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority or female employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, Title VI of the Civil Rights Act of 1964, as amended, and Article III, Division 2, Chapter 28 of the Revised Municipal Code. It is the policy of the Department of Public Works that contractors have a responsibility to provide equal employment opportunity, if they wish to participate in City and County of Denver contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, such Contractors cannot be considered to be in compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, or its implementing rules and regulations.

C. **General Requirements**

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a contractor subcontracts a portion of work in any trade covered by these Bid Conditions, it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor. The contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Director of any refusal or failure of any subcontractor to fulfill the obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article 111, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article 111, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION ON-CALL SERVICE AGREEMENTS INCLUDING OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECTS

1. General Information

City and County of Denver and Denver International Airport (hereinafter referred to collectively as “DEN”) has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. Certain trade contractors and subcontractors are ineligible for this program; see Excluded Parties under the definitions Section 7 for a general list of excluded parties. Insurance requirements are determined based on the scope of work.

1.1 On-Call Contractors

On-Call Contractors may be issued task or work orders under this Agreement that are related to either non-ROCIP projects or ROCIP projects and the insurance requirements applicable would be assigned as follows:

- 1.1.1 For task or work orders related to non-ROCIP projects: Refer to Section 2.
- 1.1.2 For task or work orders related to ROCIP projects where Contractor is an Excluded Party based on scope of work: Refer to Section 2.
- 1.1.3 For task or work orders related to ROCIP projects where Contractor is an Eligible Party based on scope of work: Refer to Section 3.

1.2 ROCIP Manuals

Below are links to access the current reference manuals related to DEN ROCIP III. These manuals are part of the Contract Documents.

[DEN ROCIP III Insurance Manual](#)
[DEN ROCIP III Safety Manual](#)
[DEN ROCIP III Claims Guide](#)

2. Insurance Requirements for Non-ROCIP Contractors and Subcontractors (Excluded Parties)

Contractor and subcontractors of any tier shall require all Excluded Parties, as defined in Section 7 or confirmed as excluded by DEN, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement and such insurance shall include the minimum defined coverages and be evidenced to DEN as required in this Section 2.

2.1 Certificate Holder

Certificate(s) shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

2.3 Coverage and Limits

2.3.1 Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 annual policy aggregate.

2.3.1.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

2.3.1.2 Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2.3.2 Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

2.3.2.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.

2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles and requires unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

2.3.2.3 The policy must not contain an exclusion related to operations on airport premises.

2.3.2.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- 2.3.2.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- 2.3.2.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

2.3.3 Workers' Compensation and Employer's Liability Insurance

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

- 2.3.3.1 If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.

2.3.4 Professional Liability (Errors and Omissions) Insurance

[Coverage not required for DEN Contract Reference No. 202056275]

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.5 Contractor's Pollution Legal Liability

[Coverage not required for DEN Contract Reference No. 202056275]

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain coverage for its work site operations that are conducted on DEN's premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and aggregate resulting from claims arising out of a pollution condition or site environmental condition resulting out of work site operations on DEN's premises.

- 2.3.5.1 Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on the DEN premises.
- 2.3.5.2 Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Contractor's covered operations.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.6 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):
[Coverage not required for DEN Contract Reference No. 202056275]

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

2.3.6.1 Coverage shall include professional misconduct or lack of ordinary skill.

2.3.6.2 Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

2.3.7.1 Express written permission must be granted by DEN.

2.3.7.2 Express written permission must be granted by the Federal Aviation Administration (FAA).

2.3.7.3 Drone equipment must be properly registered with the FAA.

2.3.7.4 Drone operator(s) must be properly licensed by the FAA.

2.3.7.5 Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

2.3.8 Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

2.4 Reference to Project and/or Contract

The DEN Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

2.5 Additional Insured

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

2.6 Waiver of Subrogation

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

2.7 Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in coverage before the expiration date thereof.

2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.

2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.

2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.

2.8 Additional Provisions

2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.

2.8.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.

2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.

2.8.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.

2.8.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.

- 2.8.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.8.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 2.8.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 2.8.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 2.8.10 Certificate of Insurance and Related Endorsements: DEN'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 Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 2.8.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 2.8.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i) Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

3.2 Enrollment Required

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Excluded Parties (as defined in Section 7). Participation is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and follow the instructions as provided in the DEN ROCIP Insurance Manual to enroll in the program. When the Contractor and subcontractors of any tier are properly enrolled, the DEN ROCIP Administrator will issue a Certificate of Insurance evidencing the coverages afforded to each Enrolled Party under the DEN ROCIP, prior to their commencing Work on the Project Site.

3.3 Exclusion of Contractor/Subcontractor Insurance Costs from Proposal and Bid Prices

Contractor shall exclude from Contractor's cost of work and ensure that each subcontractor of any tier exclude from their cost of work, normal costs for insurance for those coverages provided under the DEN ROCIP. As part of the enrollment process, Contractor and subcontractors shall provide policy declaration rate pages and deductible endorsements on the General Liability, Workers' Compensation, and Excess Liability policies as required in the DEN ROCIP Insurance Manual. The calculation of these costs will be determined by the ROCIP Program Administrator. The costs of DEN ROCIP coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles, self-insured retentions, or self-funded programs. Change orders shall also exclude the cost of ROCIP coverage.

Pre-employment substance abuse testing costs will be covered by DEN and should be removed from bid prices. Drug testing will be more thoroughly discussed in the ROCIP Safety Manual.

3.4 Insurance Premiums

DEN will pay the insurance premiums for the DEN ROCIP insurance policies. DEN is responsible for all adjustments to the premiums and will be the sole beneficiary of all dividends, retroactive adjustments, return premiums, and any other monies due through audits or otherwise. The Contractor assigns to DEN the right to receive all such adjustments and will require that each subcontractor of any tier assign to DEN all such adjustments. The Contractor and the subcontractors who are Enrolled Parties shall execute such further documentation as may be required by DEN to accomplish this assignment.

3.5 Off Site Operations Coverage Under ROCIP

The DEN ROCIP will provide certain insurance coverage for DEN, Contractor and Enrolled Parties, along with their Eligible Employees performing Work at the Project Site. Off-site operations shall be covered only if designated in writing by DEN and when all operations at such site are identified and solely dedicated to the Project. Contractors and subcontractors are responsible to notify the DEN ROCIP Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the off-site location unless confirmed in writing by the DEN ROCIP Administrator.

3.6 DEN ROCIP Insurance Manual

As soon as practicable, the DEN ROCIP Insurance Manual will be sent to each Enrolled Party and will become a part of the Contract and Contractor's Subcontract with its subcontractor and its subcontractors' agreements with any lower-tier subcontractor. The DEN ROCIP Insurance Manual will contain the administrative and claim reporting procedures. Contractor agrees to and will require that its subcontractors of any tier to cooperate with the DEN ROCIP Administrator in providing all required information.

3.7 Conflicts

Descriptions of the DEN ROCIP coverages set forth in Section 3.8 are not intended to be complete or meant to alter or amend any provision of the DEN ROCIP insurance policies. The DEN ROCIP coverages, terms, conditions, and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages provided in the DEN ROCIP insurance policies and the coverages summarized or described in the DEN ROCIP Insurance Manual, this Exhibit or elsewhere in the Contract Documents, the DEN ROCIP insurance policies shall govern. In the event of a conflict between the provisions of this Exhibit and the DEN ROCIP Insurance Manual, that does not involve any conflict with the provisions of the DEN ROCIP insurance policies, the provisions of this Exhibit shall govern.

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

Unless otherwise provided herein, prior to commencement of the Work, DEN, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the insurance specified below, insuring DEN, Enrolled Parties and such other persons or interests as DEN may designate with limits not less than those specified below for each coverage.

3.8.1.1 Workers' Compensation & Employer's Liability – On Site Only

DEN shall maintain the coverage as required by statute for the Project Site and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

3.8.1.2 Commercial General Liability – On Site Only

DEN shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits as listed below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Per Project and Statute of Repose)	\$4,000,000
Total Products/Completed Operations Aggregate (Statute of Repose)	\$8,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$ 300,000
Medical Payments (any one person)	\$ 10,000

3.8.1.3 Excess Liability Insurance

DEN shall maintain coverage following form with underlying policies of Commercial General Liability and Employer's Liability in minimum limits as listed below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$200,000,000
Products/Completed Operations Aggregate (Per Project)	\$200,000,000
Total Products/Completed Operations Aggregate (Policy Cap)	\$400,000,000
Each Occurrence Limit	\$200,000,000

DEN, in its sole discretion, may elect to provide higher limits, based on Project size. Excess Liability limits are shared by all Insured parties.

3.8.1.4 Contractor's Pollution Liability

DEN shall maintain coverage for bodily injury, property damage, or environmental damage caused by a pollution event resulting from covered operations, including completed operations, at the Project Site with a limit no less than \$10,000,000 each occurrence and aggregate. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure. Products/Completed Operations coverage may extend for the statute of limitations/repose after final completion of the Project.

3.8.1.5 Builder's Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$500,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

This Builder's Risk Insurance shall cover portions of the Work stored off site, and also portions of the Work in transit.

DEN and Contractor shall waive all rights against (1) each other and any of their subcontractors of any tier, and all respective agents and employees, and (2) the architect, architect's consultants, separate contractors, if any, and any of their subcontractors of any tier, and all respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by DEN as fiduciary. DEN or Contractor, as appropriate, shall require of the architect, architect's consultants, separate contractors, and their subcontractors of any tier, and

all respective agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.8.2 Claim Chargeback

A claim charge-back will be assessed, regardless of fault, for the amount of any loss payable under this program with the exception of Workers' Compensation and Excess Liability, up to a maximum of \$25,000 each loss. Lead Contractor may elect to pass no more than \$5,000 of this charge, each loss, through to any responsible subcontractor.

3.9 Other Insurance Provided By Enrolled Parties

At their own expense, the Enrolled Parties of all tiers must carry the following minimum coverage and limits and such insurance shall be evidenced to DEN and the DEN ROCIP Administrator as required in this Section 3.9.

3.9.1 Certificate Holder

Certificate(s) shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

and

CITY AND COUNTY OF DENVER
Department of Aviation
c/o Arthur J. Gallagher RMS, Inc.
12444 Powerscourt Drive
St. Louis, MO 63131
Attn: Gallagher OCIP Group

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) must be emailed in pdf format to:
contractadmininvoices@flydenver.com
and heather_lawson@ajg.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and annual aggregate.

3.9.3.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

3.9.4 Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

3.9.4.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.

3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.

3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.

3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

3.9.5 Workers' Compensation and Employer's Liability Insurance – Off Site Only

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract.

Contractor shall maintain the coverage as required by statute for performance of Work outside the Project Site under the Contract and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

3.9.5.1 If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.

3.9.6 Professional Liability (Errors and Omissions) Insurance [Coverage not required for DEN Contract Reference No. 202056275]

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):
[Coverage not required for DEN Contract Reference No. 202056275]

Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill.

3.9.7.2 Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.8 Excess/Umbrella Liability:

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

3.9.9 Reference to Project and/or Contract

The DEN Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in coverage from the requirements herein before the expiration date thereof.

- 3.9.12.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 3.9.12.2 Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 3.9.12.3 If such written notice is unavailable from the insurer, and in any event, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN'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 Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 3.9.13.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 3.9.13.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

Contractor warrants that all information submitted to DEN or the DEN ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify DEN or the DEN ROCIP Administrator immediately in writing of any errors discovered during the performance of the Work.

4.2 Contractor Responsible to Review Coverage

Contractor acknowledges that all references to DEN ROCIP policy terms, conditions, and limits of liability in this document, as well as the DEN ROCIP Insurance Manual, are for reference only. Contractor and its subcontractors of any tier are responsible for conducting their own independent review and analysis of the DEN ROCIP insurance policies in formulating any opinion or belief as to the applicability of such coverage in the event of any loss or potential claim. Any type of insurance or increase of limits not described above, which the Contractor requires for its own protection or on account of statute, shall be its own responsibility and at its own expense.

4.3 Audit

Contractor agrees to make its records available for review and to cooperate with DEN, its insurers and insurance brokers, the City Auditor, and representatives of the aforesaid parties in the event of an audit. In the event that a DEN audit of Contractor's records, as permitted in the Contract or other DEN ROCIP documents, reveals a discrepancy in the insurance, payroll, safety, or any other information required to be provided to DEN or the DEN ROCIP Administrator, or reveals inclusion of costs for DEN ROCIP coverage or other coverage beyond what is described above in any payment for the Work, DEN will have the right to deduct from payments due Contractor all such insurance costs as well as all audit costs.

4.4 Insurance Costs Removed

Contractor warrants that the costs for insurance as provided under the DEN ROCIP were not included in Contractor's bid or proposal for the Work, the Contract Price/Contract Sum, and will not be included in any change order or any request for payment for the Work or extra work.

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

Contractor shall furnish each bidding subcontractor, vendor, supplier, material dealer or other party a copy of this Exhibit, the DEN ROCIP Insurance Manual and the DEN ROCIP Safety Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.

5.2 Timely Enrollment Required

Contractor shall enroll in the DEN ROCIP within five (5) business days following a request by DEN or the DEN ROCIP Administrator. Contractor shall notify each subcontractor of the process for enrolling in DEN ROCIP and confirm that enrollment is mandatory, but not automatic. Contractor shall assure that subcontractors of any tier shall not commence Work until verification of enrollment is confirmed by the DEN ROCIP Administrator by the issuance of a Certificate of Insurance to each individual Enrolled Party.

5.3 Compliance with Conditions

Contractor shall not violate any condition of the policies of insurance provided by DEN under the terms of this Exhibit, the DEN ROCIP Insurance Manual or the DEN ROCIP Safety Manual. All requirements imposed by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each subcontractor of any tier.

5.4 Claims Cooperation

Contractor shall participate in claim reporting procedures. Contractor agrees to assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of the Work required by the Contract, and to cooperate with DEN's insurer(s) in all claims and demands which DEN's insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its subcontractors of any tier comply with any request for assistance and cooperation. This obligation includes, without limitation, providing light or modified duty for injured workers, appearing in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

5.5 Monthly Payroll Submission

All Enrolled Parties shall submit monthly payrolls and worker-hour reports to DEN and/or the DEN ROCIP Administrator via the DEN ROCIP Administrator's online reporting system as outlined in the DEN ROCIP Insurance Manual. The online reporting instructions will be provided to all Contractors at time of enrollment. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. Payroll must be submitted online for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For subcontractors of any tier performing Work under multiple Subcontracts, a separate payroll report is required for each Subcontract under which Work is being performed.

5.6 Response to Information Requests

All insurance underwriting, payroll, rating or loss history information requested by DEN or the DEN ROCIP Administrator shall be provided by the Contractor within three (3) business days of request. Contractor agrees (and will require each subcontractor to agree) that DEN, DEN's insurers or its representative may audit the Contractor's records or records of subcontractors of any tier to confirm the accuracy of all insurance information provided including, without limitation, any such information that may have any effect on insurance resulting from changes in the Work. At all times during performance of the Contract and Subcontracts, the Contractor and subcontractors of any tier shall cooperate with DEN, the DEN ROCIP Administrator and DEN's insurers.

5.7 Responsibility for Safety

Notwithstanding the DEN ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work including, without limitation, any safety programs or procedures that are required by any applicable state or federal laws, rules or regulations, or under the terms of the DEN ROCIP Safety Manual.

5.8 Duty of Care

Nothing herein shall relieve the Enrolled Parties of their respective obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with this Contract and subsequent subcontracts.

6. Notices and Costs

6.1 Limitations on DEN Provided Coverage and DEN Right to Purchase Other Coverage

DEN assumes no obligations to provide insurance other than that evidenced by the policies referred to in Section 3.8. DEN, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in Section 3.8 and the costs of such insurance shall be paid by DEN. Apart from the DEN ROCIP, DEN may at its option purchase additional insurance coverages that insure the Project that may not necessarily insure the Contractor or the subcontractors. Without limitation, examples of such coverage may include pollution liability, excess professional liability, and excess automobile liability insurance.

6.2 Contractors Responsible for Own Equipment

Contractor and subcontractors are solely responsible for loss or damage of all construction tools and other equipment whether owned, leased, rented, borrowed or used on Work at the Project Site. If an individual Enrolled Party purchases insurance on their tools and equipment, such insurance shall contain a waiver of subrogation in favor of the City and County of Denver, its elected and appointed officials, agents, employees and volunteers and all other Enrolled Parties. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless the City and County of Denver, its elected and appointed officials, agents, employees and volunteers and other Enrolled Parties for loss or damage to its tools and equipment.

6.3 No Release; No Waiver of Immunity

The provision of the DEN ROCIP shall in no way be interpreted as relieving Contractor or subcontractors of any tier of any responsibility or liability under the Contract Documents, the DEN ROCIP insurance policies or applicable laws including, without limitation, Contractor's and subcontractor's responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents. The parties hereto understand and agree that the City and County of Denver, its elected and appointed officials, agents, employees and volunteers are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to DEN, its officers, officials and employees.

6.4 DEN Right to Withhold Payments

In addition to any other rights of withholding that DEN may have under the Contract Documents, DEN has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any subcontractor to comply with the requirements of this Exhibit, the DEN ROCIP Insurance Manual or the DEN ROCIP Safety Manual. DEN may withhold from any payment owing to Contractor the costs of DEN ROCIP coverages if included in a request for payment. Such withholding by DEN shall not be deemed to be a default under the Contract. DEN shall withhold from Contractor the costs of DEN ROCIP coverages attributable to an increase in an Enrolled Party's total payroll for the Work over the amount reported to DEN and/or the DEN ROCIP Administrator at time of enrollment.

6.5 DEN Remedies

Without limitation upon any of DEN's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit, the DEN ROCIP Insurance Manual, or the DEN ROCIP Safety Manual shall be deemed a material breach of the Contract, thereby entitling DEN, at its option, upon notice to Contractor, to (1) suspend performance by Contractor and/or the offending subcontractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) terminate this Contract for cause.

6.6 Off Site Storage

Unless otherwise provided in the Contract Documents, the property insurance provided by DEN shall not cover portions of the Work stored off the Site without written approval of DEN. Contractor shall be responsible for reporting such property or work if ownership has been transferred to DEN. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.

6.7 Partial Occupancy

Partial occupancy or use shall not commence until DEN insurer(s) providing Builders Risk and/or Property Insurance have consented to such partial occupancy or use by endorsement or otherwise. DEN and the Contractor shall take reasonable steps to obtain consent of the insurer(s) and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

6.8 DEN Right to Exclude Parties from the DEN ROCIP

DEN reserves the right to exclude any subcontractor from the DEN ROCIP, before or after enrollment by the subcontractor. If DEN elects to exclude a subcontractor from the DEN ROCIP, the Contractor will be responsible for ensuring the insurance coverages outlined in the Contractor's Subcontract Agreement are provided to DEN or the DEN ROCIP Administrator before the subcontractor can begin or resume Work on the Project.

6.9 DEN's Right to Modify or Discontinue DEN ROCIP Coverages

If DEN determines that modification or discontinuation of the DEN ROCIP is in the best interest of DEN, the Contractor and subcontractor will receive sixty (60) days advance written notice to secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the DEN ROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any subcontractor to comply with the requirements of the Contract Documents, the DEN ROCIP Insurance Manual or DEN ROCIP Safety Manual, the costs of such replacement insurance shall be deemed a cost of Work for which the Contractor shall be entitled to a Contract Adjustment, without any sum added thereto for Allowable Markup. The form, content, limits of liability, cost and the rating of the insurer(s) issuing such replacement coverage shall be subject to DEN's prior written approval.

7. Definitions

Certificate of Insurance:	A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage "Provided by Enrolled Parties"
DEN:	City and County of Denver and Denver International Airport
Contract:	The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier.
Contractor Insurance Cost:	The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.
Rolling Owner Controlled Insurance Program (ROCIP):	A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.

- Eligible Employees: Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the “Excluded Parties” definition.
- Enrolled Parties: The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
- Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:

- Any person or organization that fabricates or manufactures products, materials or supplies away from a Project Site with no direct onsite installation responsibility

Exception: The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for General Liability coverage only.

- Hazardous materials remediation, removal, or transportation companies and their consultants
- Architects, engineers, surveyors and their consultants
- Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site
- Contractors, subcontractors and subconsultants who do not work at a Project Site
- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
- Day labor employees (individuals working directly for the Contractor and not procured through a third party

Exception: The ROCIP Insurer typically will accept including employees working for a contractor, or employed by temporary staffing agencies or professional employer organizations, as long as those employer-entities are enrolled as subcontractors to supply supplemental workforce.

Insured:
(liability policies) DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.

Insurers: Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.

Net Bid: Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.

ROCIP Administrator: The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.

ROCIP Insurance Manual: A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.

ROCIP Safety Manual: A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.

Off Site Work: Work performed away from the Project Site.

Payroll: For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.

Policy Owner: City and County of Denver and Denver International Airport

Project: The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.

Project Site: Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party.

Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.

Subcontract: The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof.

Subcontractor: Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors.

Work: Operations, as fully described in the Contract and Subcontract, performed at the Project Site.



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Technician II
DATE: August 31, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, August 28, 2020** 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. CO20200020
Superseded General Decision No. CO20190020
Modification No. 3
Publication Date: 08/28/2020
(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 \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

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

"General Decision Number: CO20200020 08/28/2020

Superseded General Decision Number: CO20190020

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020
3	08/28/2020

ASBE0028-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73

CARP0055-002 11/01/2019

Rates	Fringes
-------	---------

CARPENTER (Drywall Hanging
Only).....\$ 29.95 10.99

* CARP1607-001 06/01/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 35.50	14.68

ELEC0068-012 06/01/2019

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 36.50	16.18

ELEV0025-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.53	35.245

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 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 31.07	10.70
50 tons and under.....	\$ 28.40	10.70
51 to 90 tons.....	\$ 28.57	10.70
91 to 140 tons.....	\$ 29.55	10.70

IRON0024-009 11/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.85	11.92

IRON0024-010 11/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 30.85	11.92

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 07/01/2019		
	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49

PLUM0003-009 06/01/2018		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

PLUM0208-008 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95

SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

SHEE0009-004 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.62	17.95

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: 08-21-2019**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$13.00	-
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		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$13.00	\$0.00

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

EXHIBIT F

City and County of Denver



D E N V E R
THE MILE HIGH CITY

**DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS**

**STANDARD SPECIFICATIONS FOR
CONSTRUCTION
GENERAL CONTRACT CONDITIONS**

2011 Edition

Statement

The City and County of Denver does not warrant or represent the accuracy or timeliness of the information contained in this page or any of its constituent pages and the information presented is for instructional purposes and illustration only and is not intended to be specific advice, legal or otherwise. The City has made every effort to provide accurate up-to-date information, however this database is dynamic and errors can occur. The City and County of Denver shall not be held responsible for errors or omissions nor be liable for any special consequential or exemplary damages resulting, in whole or in part, from any viewer(s)' uses of, or in reliance upon, this material.

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EXHIBIT H



REQUEST FOR PROPOSALS

DEN ON-CALL PAINTING AND COATINGS

NO. 202056275-00

MAY 2021

REQUEST FOR PROPOSALS (RFP)

Airport Office Building (AOB)
 Denver International Airport (DEN)
 8500 Pena Boulevard, Room 8810
 Denver, Colorado 80249-6340

Contract Administrator (CA): LaQuisha Shaw
 E-Mail: contract.procurement@flydenver.com

Request for Proposals #202056275-00

PROPOSALS MUST BE RECEIVED BY: June 8, 2021 at 2:00 PM Local Denver Time

UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities

This projected schedule is an estimated timeline and is subject to change at the sole discretion of the City. All times listed in this document are understood to be Denver local time (Mountain Time Zone).

Event	Date
RFP Advertisement	May 6, 2021
Pre-Proposal Conference	May 17, 2021 at 11:00 AM Local Denver Time
Last Date to Submit Written Questions	May 27, 2021 at 2:00 PM Local Denver Time
Proposal Due Date	June 8, 2021 at 2:00 PM Local Denver Time

Pre-Proposal Conference – OPTIONAL

An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at 11:00 AM LOCAL TIME on May 17, 2021. Please click on the following link to access the meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTQ0NDljZTQtMGY3MC00ODUzLWJmMTctMmM1ZDFIZTQ0NTZl%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%2298595ede-9869-4a2e-8b14-7e652b5ab681%22%7d

At this conference, DEN representatives will explain the opportunity and answer questions regarding this RFP, including any written questions submitted to DEN prior to the conference.

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.** Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule.

All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

Proposal Submittal

The proposal shall be prepared in accordance with the Instructions to Proposers as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website at the link below. Proposals are due by the date and time listed in the Schedule of Activities above.

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

Allow ample time for the electronic submission of your proposal. Following are links to a BidNet Electronic Bid Submission (EBS) guide and EBS FAQ site. DEN strongly encourages proposers to review this information prior to starting your submission in addition to starting the submission process at least one business day prior to the proposal due date. DEN will not extend the submission deadline due to any technical issues or outages you may experience.

Vendor EBS Guide: http://business.flydenver.com/bizops/documents/den_Vendor_EBS_Guide.pdf

EBS FAQs: <http://faq.bidnetdirect.com/electronic-bid-submission/>

Small Business Enterprise (SBE) Defined Pool Requirements Participation

Article VII, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), states the Director of the Division of Small Business Opportunity has the authority to utilize the SBE defined pool program for designated contracts for services by the City and County of Denver. The Director has designated this solicitation as a small business defined pool procurement in accordance with the SBE Ordinance requirements

Award will be strictly limited to City and County of Denver SBE Firms currently certified in accordance with Section 28-205, D.R.M.C. certified within the selection pool The SBE contractor/consultant minimum self-performance requirement is 30%.

Description

This opportunity will select a vendor to provide the capability for on-call painting and coating services on an as-needed task basis at Denver International Airport (DEN). The scope of work varies from project to project. This may include, but is not limited to touch-ups, re-coatings, and first-time applications on concourses and exteriors across the DEN campus. The intent is to provide a simplified method to direct work on facility elements that may be deteriorating or need protection from environmental elements.

PROPOSAL SUBMITTAL REQUIREMENTS

The following is a checklist for reference when compiling the proposal submission. The documents listed below are required:

- Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV

- Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Form W-9
 - Certificate of Good Standing

- DSBO Forms
 - Commitment to SBE Participation
 - 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers

- Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)

- Financial Forms (Primes only, no subs) - to be submitted as separate electronic files from the proposal
 - Submittal 2
 - Exhibit E

REQUEST FOR PROPOSAL

NO. 202056275-00

DEN ON-CALL PAINTING AND COATINGS

REQUEST FOR PROPOSALS (RFP) 1

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I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility and sustainability are inherent to Denver's strategy to develop and maintain prosperous communities. Consequently, these values are imbedded into all of Denver's procurement processes to ensure competitive procurement that offers equitable opportunities for all potential proposers, including greater contracted and significant participation for minority, women-owned, and small businesses to ensure Denver's long-term economic, social, and environmental health. It is the City's expectation that all successful proposers demonstrate their commitment to City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of integrity, stewardship, innovation and humanity. We are looking for firms that share these values with us and will approach this contract with them at the forefront.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of minority, women-owned, and small business community separate from required certified goals; and (c) environmental sustainability.

II. SCOPE OF WORK

II-1 INTRODUCTION

Denver International Airport (DEN) is the 20th-busiest airport in the world and the 5th-busiest airport in the United States. With more than 64 million passengers traveling through the airport each year, DEN is one of the busiest airline hubs in the world's largest aviation market. The airport is the primary economic engine for the state of Colorado, generating more than \$33 billion for the region annually.

DEN strives to be America's favorite connecting hub where the Rocky Mountains meet the world, to be the best possible gateway to our region, and to drive economic growth for Denver and Colorado. DEN strives to be the hub of choice by providing air travelers with a pleasant and reliable airport experience, and services comparable to the best airports in the world. Our Seven Core Objectives Are:

- Winning the hearts of our customers
- Inspiring our employees
- Partnering in operational excellence
- Investing for sustainability
- Putting DEN on the world map
- Maximizing our real estate
- Excelling in financial performance

II-2 DEN FACILITY DESCRIPTION

Denver International Airport consists of the Westin DEN Hotel integrated with the RTD Transit Center, the Jeppesen Terminal, the curbsides and covered parking attached to the Terminal, the North Terminal Federal Inspection Services (FIS) and support facilities, the Airport Office Building (AOB), three concourses, and numerous ancillary support buildings for a total of over 18 million square feet.

II-3 GENERAL SCOPE

This contract will provide the capability for on-call painting and coating services on an as-needed task basis. The scope of work varies from project to project. This may include, but is not limited to touch-ups, re-coatings, and first-time applications on concourses and exteriors across the DEN campus. The intent is to provide a simplified method to direct work on facility elements that may be deteriorating or need protection from environmental elements.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with the proposal preparation, work scheduling, cost estimating, preparation of safety and quality control plans, worksite management, and administrative duties for any and all services as requested by the DEN Project Manager. The contractor team ("Contractor") shall provide all work in accordance with the most current published DEN Design Standards Manuals (DSMs); the contract; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website:

<http://business.flydenver.com/bizops/bizRequirements.asp>

II-4 TASK NOTICE FOR PROPOSAL (TNP)

The specific scope of work for each Task or Project will be issued to the Contractor in a TNP in the format as defined by the contract agreement. The Contractor shall submit to the Project Manager requests for site inspections and other investigations as necessary for its preparation of a work plan and proposal. The Contractor shall then furnish a work plan and price proposal to the Project Manager for all work described in the TNP.

The work plan and proposal shall include, but not be limited to:

- A statement of the work to be accomplished
- Discussion of the implementation process to include the method of operation, type of equipment, key personnel, and subcontractors
- How quality of materials and workmanship will be established and maintained
- Any additional design requirements
- Special considerations
- Schedule and key milestones
- Work breakdown according to Construction Specifications Institute (CSI) divisions
- Quantities and units of work as well as man-hours and material cost per unit
- Mark-ups on labor, material, equipment, and subcontractors
- Costs for performance and payment bonds
- Other components as required

II-5 PROJECT TYPES AND CONTRACTOR TASKS

The types of projects and coating materials will vary on a case-by-case basis. Some examples include, but are not limited to the following:

- Touch-up/revitalization of paint and coatings
- First-time application of paint and coatings
- Concourse gate renovations or expansions
- New facilities (Airside and Landside)
- Exteriors
- Corrosion protection for installed equipment (transformers, generators, etc.)

The Contractor will support these efforts by performing the following types of tasks:

- Scheduling
- Cost estimating
- Self-performance of work
- Sub-contractor oversight and management
- Quality control planning and management
- Safety planning and management
- Coordination with DEN Project Manager
- Participating in construction update meetings as needed

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

The City and County of Denver's Department of Aviation (City or DEN), by the Contract Services Department (DEN Contract Services). This RFP is governed by the City's ordinances and Procurement Rules in effect at the time of its issuance. DEN Contract Services is the sole point of contact concerning this RFP. All communication must be done through the Contract Services Department.

III-2 Introduction and Acceptance of RFP Terms

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the Sample Contract and corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer on the Proposal Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 1, or an officer of the Proposer legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

III-3 Means of Communication

During the solicitation process for this RFP, all communication between the Contract Services Department and Proposers will be via postings on DEN's Rocky Mountain E-Purchasing System's (BidNet's) website: <https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

The Contract Services Department will post notices, which include, but are not limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, addenda, and the announcement of the apparent successful proposer. It is the responsibility of each potential Proposer to monitor the BidNet website regularly in order to be aware of changes, communications and/or addenda to bids.

DEN will not be held responsible for misinformation received from private plan holders. Please use the DEN BidNet website to obtain solicitation information for the airport.

III-4 Interpretation of Proposal Documents

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made via the Rocky Mountain E-Purchasing System (BidNet) website by the due date and time specified in the Schedule of Activities listed on page 2. DEN shall post all questions and answers on the BidNet Website following the deadline for submittal of questions as an addendum to the RFP. DEN will not accept or respond to oral inquiries except for those made at the Pre-Proposal Conference. The only 'official' responses are those that are posted to the BidNet Website for this RFP.

Note: BidNet limits the number of characters DEN may use to respond to each question. For this reason, do not submit multiple questions within a single question box, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed.

III-5 Addenda

DEN reserves the right to revise the RFP documents at any time up to the time set for submission of the proposals. Any such revision(s) shall be described in an addendum to the RFP and shall be posted on the DEN BidNet Website at the following link:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

If DEN determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that DEN determines will allow Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to DEN shall be included in the addendum.

Proposers must acknowledge in the proposal submission that they received all addenda to the proposal documents (see Attachment 1, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

III-6 DEN Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website to see if addenda have been issued or may also contact the DEN Contract Administrator, LaQuisha Shaw by email at contract.procurement@flydenver.com.

Please visit the DEN BidNet Website at the following link which contains such services and information as:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

- A. Advertisements for RFQs, RFPs and IFBs
- B. Status of RFQs, RFPs and IFBs
- C. RFP addenda
- D. Incidental project information is available for viewing and printing, which includes:
 - a. Plan holder's list
 - b. Pre-Proposal/Pre-Bid Conference attendance list
 - c. Questions and Answers

Incidental project information listed in item D., above, will only be available online at the DEN BidNet Website and will not be mailed.

III-7 Withdrawal of Proposal

A Proposer may withdraw its proposal by submitting to DEN a written request signed by the Proposer's authorized representative. The withdrawal of a proposal does not prejudice the right of the Proposer to submit future proposals.

III-8 Rights of DEN

DEN reserves the rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion involving Proposers; default or termination for cause of any public or private contracts within

the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

Notwithstanding the broad rights reserved to DEN to reject and disqualify any or all proposals, DEN may waive any immaterial deficiencies in proposals and may allow Proposers to cure any such deficiencies if an opportunity to cure is determined by DEN to be in DEN's best interests. If given an opportunity to cure, Proposers will be notified of the allotted time to correct the identified deficiency; failure to correct the deficiency in the time allotted may result in proposals being deemed non-responsive and disqualified. DEN's waiver of an immaterial deficiency will in no way modify the RFP or excuse Proposers from full compliance with all RFP specifications. DEN may exercise the foregoing rights at any time without notice and without any liability whatsoever to any Proposer or other party. By responding to this RFP, each Proposer is deemed to accept and agree to all of these terms and conditions and to waive any rights to challenge DEN's determinations regarding proposal deficiencies in accordance with this section.

During the evaluation process, DEN reserves the right to request additional information from any proposer, to seek clarification of information provided, to conduct its own due diligence with respect to any proposer or proposal, including Self-Guided Tours of a proposer's other operations, reference checks, credit checks, health department checks, or any other investigations deemed necessary.

III-9 Confidentiality of Records

Documents submitted to or created by DEN in response to this RFP are subject to the Colorado Open Records Act (C.R.S. § 24-72-201 *et seq.*) ("CORA"). In accordance with the Denver Revised Municipal Code, all documents submitted to or created by DEN in response to this RFP are confidential and privileged, and may not be inspected until an award is made or the solicitation is ended by DEN. An award is made when DEN formally executes a contract resulting from this solicitation. A solicitation is ended when the CEO declares the solicitation ended.

Proposals will be opened to avoid disclosure of contents to competing proposers during the process of negotiating and making an award. A register of proposers will be prepared and made available to the public after the proposals have been submitted.

CORA provides certain information deemed confidential, including commercial and financial data or privileged, proprietary, copyrighted information, or which describes trade secrets, is exempt from public disclosure. In the event of a request to DEN for disclosure of such information, time, and circumstances permitting, DEN will make a good faith effort to advise proposers of such request and provide an opportunity to identify and object to disclosure of any material proposers consider confidential, proprietary, or otherwise exempt from disclosure pursuant to CORA. In the event Proposers' objects to disclosure, DEN, in its sole and absolute discretion, or Proposer may file an application to the Denver District Court for a determination of whether disclosure is required or exempted as provided for in CORA. In the event a lawsuit to compel disclosure is filed prior to DEN's application, DEN will tender all such requested material to the court for judicial determination and Proposer may intervene if it objects to production of the material. Proposers agrees to defend, indemnify, and hold harmless DEN, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of a Proposer's objection to disclosure including prompt reimbursement to DEN of all reasonable attorney fees, costs, and damages DEN may incur directly or may be ordered to pay by such court if DEN withheld information or records at Proposer's request.

III-10 Proposer Agreements

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be included as part of the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties do not agree on the inclusion of the supplemental terms and conditions, DEN may: 1) enter into a contract with the apparent successful proposer without the agreements submitted by the proposer; or 2) DEN may enter into a contract with another responsive proposer. ***DEN's Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification.***

III-11 SMALL BUSINESS ENTERPRISE (SBE) DEFINED POOL REQUIREMENTS

Article VII, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), referred to in these Procurement Documents as the "SBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Procurement Documents by reference. Under the SBE Ordinance, states the Director of Division of Small Business Opportunity ("Director") has the authority to designate expenditure contracted by the City and County of Denver to the SBE defined pool program. The Director has designated this solicitation as a small business defined pool procurement and in accordance with the SBE Ordinance requirements, award will be strictly limited to currently certified Small Business Enterprise (SBE) Firms in accordance with Section 28-205, D.R.M.C. In order to comply with the procurement requirements of the SBE Ordinance, proper SBE certification shall be a condition of responsiveness and award will only be made to the responsive, qualified **SBE Proposer**. Proposer's failure to comply with the SBE Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the proposal nonresponsive and shall constitute cause for rejection. Failure by the contractor/consultant awarded the contract to comply with SBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the contractor/consultant, as deemed appropriate by DSBO. Copies of the SBE Ordinance and its accompanying Rules and Regulations are available for the use and review by Proposers, as well as additional SBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO at (720)913-1999 with specific questions related to compliance with this ordinance.

1. All Proposers, at the time of the submittal due date, must be properly SBE certified by the City on or before the date of the bid opening. DSBO maintains an SBE Directory ("Directory"), which is a current listing of SBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at <https://www.denvergov.org/dsbo>.
2. Each Proposer shall submit completed DSBO Form pages entitled: Commitment to SBE Participation and 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers, with the proposal at the time of the submittal due date. In addition, each Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the contract.

PLEASE NOTE: The Proposer(s) must be certified in the NAICS code(s) that coincide with the scope of work they will be performing to count towards the SBE participation.

III-12 Certification of Independent Price and Work Determination

By submission of this proposal, each Proposer, and in the case of a joint proposal, each party thereto, certified, that, in connection with this procurement:

- a. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor, or with any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part;
- b. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other proposer or to any competitor or to any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part; and
- c. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Further, each person signing Attachment 1, Part 1 Proposal Acknowledgement Letter, for this proposal certified that:

- d. He/She is the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to subsection (a) through (c) above; or
- e. He / She is not the person in the Proposer's organization responsible for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsections (a) through (c), above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to subsections (a) through (c), above.

A proposal will not be considered for award where subsections (a), (c), (d) or (e), above, have been deleted or modified. Where (b) above has been deleted or modified, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Chief Executive Officer (CEO), or its designee, determines that such disclosure was not made for the purpose of restricting competition.

III-13 Designation of Subcontractors

The Proposer shall describe the qualifications of each subcontractor which it intends to use and the percentage and scope of the work which will be assigned to each of them. Resumes for the subcontractor's key personnel must be included.

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal.

III-14 Payment

Appropriate clarifications and additions to the Scope of Work may be made during negotiations with the successful Proposer. It is the intent of DEN to enter into a Contract in which the Proposer will be paid pursuant to the terms of the Contract.

III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition

- A. The Proposer shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which the Proposer, its principals or key personnel were a party in the last five years. The Proposer shall include in the statement:
1. The caption of the action naming all parties;
 2. The case number, jurisdiction and the date the action was filed;
 3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
 4. The outcome or disposition of the action.
- B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.
- C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

If the Proposer is a partnership or joint venture, please include a statement disclosing the information listed in subparagraph A and B, above, for each partner or joint venturer. If the Proposer is fifty percent (50%) or greater owned by another entity or individual, please include a statement disclosing the above information for such entity or individual.

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations, the Proposer may be asked to submit the following:
1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the

accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.

2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare an Exhibit E, Submittal 2 in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Attachment 4, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com.

III-17 Governmental Immunity

Proposers and subcontractors understand and agree that the City, 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, its officers, officials and employees.

III-18 Security

After receiving an executed contract, the Proposer shall be deemed a Contractor of DEN. The Contractor (or subcontractor) requiring access to the Controlled Area, Sterile Area or Secured Area shall become a "Participant" in the Airport Security Program and remain in good standing in order to retain Airport Security privileges.

Participant guidelines are outlined in Rules and Regulations Governing the Denver Municipal Airport System Rules and Regulations Part 20. A Contractor must be sponsored by an Air Carrier, Tenant or by the City. Once a Contractor company has been sponsored, they must designate an Authorized Signatory.

The sponsorship establishes that a Contractor (or subcontractor) has legitimate business at the Airport. All construction Contractors must submit a Participant Sponsorship form signed by their sponsor. A company sponsoring a Participant shall immediately notify Airport Security when any sponsorship is terminated.

A subcontractor company working under its own entity must be sponsored by a Contractor company. The subcontracting company must designate its own Authorized Signatory(ies).

Each Participant shall designate an Authorized Signatory to ensure the Participant's compliance with the Airport Security Program and act as the point of contact between the Participant and Airport Security. The Authorized Signatory shall be designated in writing to Airport Security by the Participant.

The Authorized Signatory is responsible for signing and verifying all information on the Denver International Airport Fingerprinting and Badging applications. All submitted applications must be an original. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

The security status of the Airport is subject to change without notice. Should the security status of the Airport change at any time during the term of the Contract, a written notice shall be issued to the Contractor, detailing all applicable security modifications. The Contractor must take immediate steps to comply with those security modifications.

The Contractor shall return to DEN, upon Contract completion or termination, or upon demand by DEN, all access keys and Airport ID Badges issued to it by DEN to Controlled Areas, Sterile Areas or Secured Areas of the Airport. If the Contractor fails to return any such Airport ID Badge(s) or Airport Security Key(s) at Contract completion or termination or upon demand by the DEN, the Contractor shall be liable to the DEN for all DEN's costs, including the DEN's labor costs for re-coring doors and any other work which is required to prevent compromise of any Airport Security system. In order to collect such costs hereunder, the DEN may withhold funds in such amount from any amounts due and payable to the Contractor under the Contract.

Airport Security must be immediately notified if an Airport ID badge or security key is lost or stolen and must be notified immediately upon the termination of an individual's employment. Pursuant to 49 CFR Part 1520.04-10(d) a fee shall be assessed against any employer who fails to return an Airport ID badge or security keys upon the termination of an individual's employment, transfer, or completion of a project or contract. An additional fee may be requested to cover the administrative cost of processing a lost badge or security key.

III-19 Airport Identification (ID) Badge Requirements

All individuals employed at the Airport with Secured Area access, or working in the Terminal, Concourses or Parking and Ground Transportation facilities, must obtain an Airport ID Badge. Airport ID Badges will be issued by Airport Security. All Airport ID Badges shall be and remain the property of the Airport. The Airport ID Badge must be surrendered on demand to Airport Operations and/or a Contract Security Guard. An individual employed by more than one (1) company, or changing employers, must obtain an Airport ID Badge for each company. Badge color indicates general areas and levels of authorization in relationship with direct support of an individual's job function. Badge color does not determine access. The respective classes of Airport ID Badges, indicated by badge color and associated driving endorsement icon, describe driving privileges in direct correlation with job function.

The individual must complete an application, on a form prepared and currently approved by Airport Security. Two (2) valid forms of identification must be presented with the application, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

A Denver International Airport Fingerprinting and Badge Application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. Denver International Airport Fingerprinting and Badge Applications are available from the Airport

Security Office. Allow adequate time for processing of the Security Threat Assessments (STA) and Criminal History Record Check (CHRC).

The individual must view a training film on Denver Municipal Airport System Rules and Regulations as they pertain to overall security and pass a corresponding test to assure understanding of the Rules and Regulations.

If the individual requests driver authorization, a valid driver's license must be presented, and the individual must view a training film on Denver Municipal Airport System Rules and Regulations as they pertain to overall Movement of Vehicles in the Secured Area and pass a corresponding test to assure understanding of the Rules and Regulations.

A construction orientation specific to the project must be conducted. A designated time for this session must be coordinated with Planning and Development and Airport Operations.

A lost or stolen Airport ID Badge must be immediately reported to Airport Security. For a replacement Airport ID Badge, a new Denver International Airport Fingerprinting and Badge Application must be completed and signed by the Company(s) Authorized Signatory. A non-refundable fee must be paid for a replacement Airport ID Badge.

If for any reason the Airport ID Badge becomes inoperable or damaged, the Airport ID Badge holder shall return that badge to Airport Security, and a replacement badge will be issued. A replacement fee may be assessed should the damage be attributable to the negligence of the employee who was issued the badge.

When an employee is terminated, the Contractor company shall immediately notify Airport Security. This notification must be followed by the return of the Airport ID Badge and written confirmation of this information. The Contractor company must recover Airport ID Badges from individuals whose employment at the Airport has been terminated. The Contractor company shall notify Airport Security in writing when a subcontractor is no longer under the Contractor company's sponsorship. All Airport ID Badges must be returned to Airport Security.

An employee possessing a valid Airport ID Badge may escort other individuals into the Secured Area(s) under the conditions listed in the Rules and Regulations Part 20. If the project is extended, DEN's Project Manager must submit a new Sponsorship Form with a new expiration date. This can be accomplished thirty (30) calendar days prior to expiration of the Airport ID Badge. An application revision must be completed for each employee still required on the project, if the badges have expired.

III-20 Background Checks

Every individual requesting an Airport ID Badge must complete a Criminal History Record Check (CHRC) and a Security Threat Assessment (STA) for unescorted access to the Sterile and Secured Area(s).

If an applicant has been convicted of a crime or found guilty by reason of insanity or has been arrested for any of the disqualifying crimes or is awaiting judicial proceedings, he/she may be ineligible to obtain an Airport ID Badge. A list of the disqualifying crimes may be found in 49 C.F.R. 1542.209.

III-21 Vehicles in the Secured Area

All Contractor employees who are required to drive in the Sterile and Secured Area(s) unescorted to perform their jobs are required to complete a training film on Denver Municipal Airport System Rules and Regulations as they pertain to overall movement of vehicles in the Sterile and Secured Area(s) and pass a corresponding test to assure understanding of the Rules and Regulations.

All unescorted vehicles must display a current Airport Contractor Vehicle Permit (Permit). Permits are available from Airport Security. An application form must be completed, signed by an Authorized Signatory, and all applicable permit fees must be paid for each Permit requested, and it must be signed by the Authorized Signatory. A Permit is required for each state licensed vehicle, and the vehicle Permit is not transferable.

The Contractor shall purchase and maintain in force a minimum of Ten Million Dollars (\$10,000,000.00) in combined, single-limit automobile insurance for bodily injury and property damage liability per accident or occurrence.

III-22 Violations

Any Contractor employer not regulated under 49 C.F.R. Part 1544, Aircraft Operator, will be responsible for payment or reimbursement to DEN of any Civil Penalties imposed by the Transportation Security Administration (TSA) for individual security violations by their employees and/or subcontractor employees for violations under 49 C.F.R. Part 1542.

A Contractor employee may be personally subject to Civil Penalties imposed by the TSA for individual security violations committed by Contractor employees and/or subcontractor employees under 49 C.F.R. Part 1542.

Everyone who is issued an Airport ID Badge shall comply with all Security Advisories, Rules and Regulations Governing the Denver Municipal Airport System Rules and Regulations, the CEO Directives and the Denver International Airport Standard Policies and Procedures regarding Airport Safety, Security and Operations. The failure of any individual to comply with such Security Advisories, rules and directives, etc. will result in the issuance of a Violation Notice and may result in the assessment of a Federal Civil Penalty and/or the denial, suspension or revocation of their Airport ID Badges.

The security status of DEN is subject to change without prior notice. Should the security status of DEN change at any time during the term of the Contract, a written notice shall be issued to the Contractor, detailing all applicable security modifications. The Contractor must take immediate steps to comply with those security modifications.

III-23 Diversity and Inclusivity in City Solicitations

Each Proposer shall, as a condition of responsiveness to this solicitation, complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their proposal.

Using the "Diversity and Inclusiveness in City Solicitations Information Request Form," please state whether your firm has a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the "Diversity and Inclusiveness in City Solicitations Information Request Form" will provide an opportunity for DEN contractors to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of its employees, managers, subcontractors or business partners in order to describe diversity and inclusiveness measures. Rather, DEN simply seeks a description of the Proposer's current practices, if any.

Diversity and Inclusiveness information provided by Proposers in response to DEN solicitations for services or goods will be collated, analyzed and made available in reports consistent with the Mayor's Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **print the completed form and include the hard copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.** The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>

The Diversity and Inclusiveness Form is separate from the requirements established by the Division of Small Business Opportunity (DSBO) and must always be completed – regardless of whether there are any DSBO goals assigned to this project.

III-24 Wage Ordinances

The services being requested in this RFP may involve services that are covered pursuant to Article IV of Chapter 20 of the Denver Revised Municipal Code (“D.R.M.C.”), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Proposer agrees that any contract with DEN shall include a requirement that Proposer will comply with the provisions of D.R.M.C. relating to living, minimum and prevailing wages, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the resulting contract. Additionally, Proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

III-25 Conflicts of Interest

An organizational conflict of interest occurs when, because of the relationship between two organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

If the Submitter currently has existing contracts with the City for work at DEN, including any contracts held by Submitter’s parent, affiliates or subsidiary corporations, this could pose a conflict of interest and could place your Statement of Qualifications in jeopardy of being rejected for conflict of interest. If Submitter believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it will take to mitigate the conflict.

If the City identifies a conflict of interest that is not identified by the Submitter in its response, the City may find the Submitter to be non-responsive. If the City identifies a conflict during the course of the contract and the Submitter failed to disclose such conflict, the City may terminate the contract for cause or convenience at the discretion of the City.

END OF INSTRUCTIONS TO PROPOSERS

IV. PREPARATION OF PROPOSAL

IV-1 Preparation of Proposal - Proposal Forms

The proposal shall be submitted in accordance with and meet all requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 1, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN Website.

An authorized representative of the Proposer shall execute Attachment 1, Part 1 of its Proposal Forms – the "Proposal Acknowledgment Letter."

- If the Proposer is a corporation, it shall upon execution of the Contract provide a certificate from the Secretary of State, showing that it is qualified to do business in the State of Colorado. Please call the Secretary of State for Colorado at (303) 894-2200 for information on obtaining such certification.
- If the Proposer is a partnership, the Proposer must include with its proposal evidence satisfactory to DEN that the partner signing the proposal has the authority to do so.
- If the Proposer is a joint venture, the Proposer shall submit with its proposal a notarized copy of the joint venture agreement. That agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to DEN for completing all the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work.

IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

The Proposer shall prepare its proposal in the format described below and must ensure that each page of its proposal is identified with the:

- Contract Name
- RFP #
- Proposer's name
- Page number

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and sequencing commensurate with the RFP (in the order the Narrative Content is listed).**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- The proposal narrative shall not exceed 25 pages.
- Resumes should be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.

- The page limit does not include cover letter, resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs and DEN-required forms.
- Proposals which contain unnecessarily elaborate art work are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Submittal 2 and Exhibit E shall be submitted in an un-secured/un-password protected Excel format separately from the main proposal.

IV-3 Proposal Narrative Contents

This section describes the required contents for your proposal. The proposal is to be organized as follows:

Narrative Contents	
1. Cover Letter	
2. Cost Effectiveness	
3. Understanding the Project	
4. Proposed Work Plan and Approach	
5. Key Personnel and Ability to Respond (Maximum 5 key personnel & 5 non-key personnel)	
6. Company Experience & Qualifications	
7. Additional information	

Any scoresheets, notes, deliberations, and ultimate conclusions of the Evaluation Committee will be kept strictly confidential up through and after award of the opportunity and are protected by the deliberative process privilege. The Evaluation Committee's function is to assist the CEO in determining which proposal(s) to recommend for award. However, the CEO has the sole and absolute discretion to recommend any proposal for award deemed to be in accordance with the best interests of DEN. Proposers may not contact members of the Evaluation Committee for any reason whatsoever once this RFP is issued.

1. Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It should include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 5, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

If the Proposer believes any information, data, process or other material in its proposal should be considered by DEN to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or confidential. Proposals with all materials marked "Confidential" will be treated as if none of the materials are confidential.

2. Cost Effectiveness

Cost-effectiveness is essential for a successful project delivery based on each task. Describe the Proposer team's philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality. Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project. Describe the Proposer's process on right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract SBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.

Discuss how the Proposer will utilize previously completed work, analyses, and reports to inform task and project delivery without compromising quality, accuracy, or validity of results. Describe the competitive edge your proposed team provides to DEN from a cost-savings perspective. Please describe any processes unique to your company or team that adds value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

3. Understanding the Project

Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

4. Proposed Work Plan and Approach

Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This should include the proposed effort for completing the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.

In addition, describe the Proposer's existing project management control methods and progress reporting systems. Any products obtained from the Proposer's systems must be in a format which shall allow direct input into DEN's Microsoft Excel and Microsoft Word systems.

5. Key Personnel and Ability to Respond

Prepare an organizational chart which identifies the Proposer's and subcontractor's (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11" x 17" if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.

Describe the Proposer's current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with DEN and its other consultants. For the Proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices. Proposers shall identify the location where work on this project would be performed.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified on the Exhibit E(s). Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor. Non-key personnel, up to five (5) can be submitted.

A Submittal 2 (Overhead Multiplier Factor Calculation) must be prepared and submitted for each contractor and/or subcontractor utilizing core staff or hourly employees during the term of this Contract. Subcontractors may not be identified yet for On-Call Contracts. Those subcontractors selected subsequent to the execution of the Contract, with core staff or hourly employees, must also prepare a Submittal 2 and Exhibit E and have both their Overhead Multiplier Factor and the hourly billing rates approved by the Project Manager prior to commencing work at DEN.

The Exhibit E (Core Staff Labor Rate) is specific to the individual employee assigned to the project, not the job title. All salaried Core Staff personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and individual hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Contract must also have their hourly billing rate approved prior to commencing work at DEN.

Submittal 2:

<http://business.flydenver.com/bizops/documents/sub2OverheadMultiplier-ProfSvcx.xlsx>

Exhibit E:

<http://business.flydenver.com/bizops/documents/exhibitE-CoreStaffLabor-ProfSvcx.xlsx>

Submittal 2 and Exhibit E are to be submitted as a separate electronic file.

6. Company Experience & Qualifications

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors.

At a minimum, the following information should be included as appropriate to the Scope of Work:

- Project name
- Project description and contract value
- Scope of Work
- Location
- Owner name, address, current contact person, and telephone number
- List any subconsultants and percentage of work performed
- Gross fees
- Outcome/result

7. Additional Information

The Proposer is invited to describe any aspects of its organization or proposal which, by way of background, experience, unique qualifications, or other basis, sets this company (team, etc.) apart from the competition in its ability to accomplish this Scope of Work.

V. EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

DEN's Evaluation and Selection Committee (Evaluation Committee) will review and evaluate the proposals in accordance with the Evaluation Criteria below, the Proposer's demonstrated experience and the Proposer's qualifications as they relate to the scope of services required. The Proposer's ability to present its proposal in writing in a clear, concise and organized manner will be considered in the evaluation. Responsive Proposers may be required to participate in interviews to be held in the presence of the Evaluation Committee. DEN shall then, taking into consideration the recommendations of the Evaluation Committee, attempt to negotiate a Contract with the Proposer which it considers the most qualified, responsive and responsible.

V-2 Proposal Rejection and/or Disqualification

Proposals are non-responsive and will be excluded, rejected or disqualified if the Proposer fails to comply with the requirements of this RFP, or with any applicable City ordinances, rules, or policies, including but not limited to for the following reasons:

1. Proposer's failure to meet the Minimum Qualifications;
2. Proposer's failure to provide complete documentation and Required Forms;
3. Improper communications and/or collusion among proposers or between the Proposer and any DEN contractor, including any project managers or others providing supplemental staff to DEN, with oversight of the project of which the RFP is a part;
4. Default or termination for cause of other contracts with any public or private entity within the past five (5) years;
5. Improper contact as described in Section III-3, above;
6. Omissions and/or fraudulent statements of any fact that is significant or essential to the subject matter of this RFP;
7. Proposer's delinquent arrearages or debts presently owed under any agreement with DEN, or any other creditor; or
8. Proposer's failure to disclose all trademark, copyright, licensing, franchise, and other contractual or property rights proposer has with third parties, proposer intends to use at DEN, which may restrict current business operators in any way, or may have an unfavorable impact on future proposers for opportunities at DEN.

In addition, the CEO reserves the right to reject any and all proposals, to waive irregularities and technicalities, to re-advertise, to provide the services, or to otherwise proceed in the best interest of DEN.

V-3 Past Performance

If a proposer has performed prior work at DEN, documented instances in which the proposer failed to perform under the terms of the contract may be reviewed as part of DEN's overall evaluation. This evaluation will consider past performance information submitted as a part of such Proposer's proposal including but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s), if such information is relevant.

V-4 Clarification of Proposals

During the evaluation process, DEN reserves the right to request additional information from any proposer, to seek clarification of information provided, to conduct its own due diligence with respect to any proposer or proposal, including Self-Guided Tours of a proposer's other operations, reference checks, credit checks, health department checks, or any other investigations deemed necessary.

V-5 Shortlisting and Interviews (If Necessary)

The Evaluation Committee will prepare an initial evaluation, in accordance with this Section V. The Evaluation Committee, may, at its discretion, invite the highest ranked proposers for in person interviews. Such presentations and/or site visits will be at the Proposer's expense.

Interviews are an opportunity for members of the Evaluation Committee to ask questions and/or seek clarification of proposals from proposers. The Evaluation Committee may provide questions to proposers in advance of the interview. In the interest of minimizing proposers' costs, the following rules will apply to interviews:

Proposers invited to an interview **may not:**

- Bring merchandise, gifts, or any other leave-behinds for the Evaluation Committee;
- Introduce new information at interviews not in the original written proposal;
- Change or alter the proposed business terms or concept in any way.

Proposers may provide written answers to any questions provided in advance by the Evaluation Committee.

All invited proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. Presentations are due three (3) days prior to the interview date. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview. The PowerPoint must be emailed to contract.procurement@flydenver.com three (3) days prior to their interview date.

Following interviews, if any, each member of the Evaluation Committee may revise its initial evaluation. The Evaluation Committee's work is complete when the CEO authorizes direct negotiations with a proposer.

V-6 Best and Final Offers

DEN, at its discretion, may utilize a Best and Final Offer (BAFO) stage after submission and prior to award to clarify the Scope of Work, assure full understanding of, and responsiveness to, the solicitation requirement, update pricing, or any other component of the RFP identified by DEN. In BAFO discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers. The Contract Administrator Agent shall coordinate the proposer's responses for review by the Evaluation Committee. The Contract Administrator shall be the SOLE point of contact throughout the process for all proposers. If DEN requests a BAFO stage, Evaluation Committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, DEN reserves the right to evaluate BAFOs by use of a narrative.

V-7 Evaluation Criteria

In preparing responses, Proposers should describe in detail how they propose to meet the specifications detailed in Section II, Scope of Work. Specific factors will be applied to the proposal information to assist DEN in selecting the most qualified proposer(s) for this opportunity. Evaluation criteria that will be used as follows, listed in no particular order.

Evaluation Criteria	
1.	Cost Effectiveness
2.	Understanding the Project
3.	Proposed Work Plan and Approach
4.	Key Personnel and Ability to Respond Maximum 5 key personnel & 5 non-key personnel)
5.	Company Experience & Qualifications
6.	Additional information

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

Michael Sheehan, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated May 6, 2021, for RFP NO. 202056275-00, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: _____

The undersigned certifies that he/she has examined and is fully familiar with the proposal documents and has satisfied him/herself with respect to any questions regarding the RFP which could in any way affect the undersigned’s understanding of the Scope of Work or any estimate of the cost thereof.

Signature: _____

Type or print name: _____

Proposer’s Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form

**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

Project Manager for this RFP (Name & Title): _____

Equal Employment Opportunity Officer: _____

Name(s) of Professional and Public Liability Insurance Carrier(s):

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

If this is a corporation, then you are the (check one):

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer’s documents.

Signature _____ Title _____

Print Name _____

Date _____

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that _____ (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature _____ Title _____

Print Name _____

Date _____

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

Attachment 1, Part 4 Conflict of Interest

**City and County of Denver
Denver International Airport
(Please use this form)**

If no conflict of interest exists in accordance with III-25, please sign affirmation statement.

The undersign affirms that _____ (Proposer) does not currently have existing contracts with the City for work at DEN, including any contracts held by Proposer’s parent, affiliates or subsidiary corporations, that might create a conflict of interest if this contract is awarded to Proposer.

Signature _____

Title _____

Print Name _____

Date _____

If disclosure of potential conflict(s) of interest is required in accordance with III-25, please use the following space to provide information. If Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it or others could take to mitigate the conflict. If additional space is needed, please attach additional pages.

Contract No. _____ Contract Name: _____

Description of conflict: _____

Proposed mitigation: _____

Contract No. _____ Contract Name: _____

Description of conflict: _____

Proposed mitigation: _____

VII. ATTACHMENT 2, SBE FORMS

DSBO FORMS

The DSBO forms which apply to this contract are contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
COMMITMENT TO SBE PARTICIPATION**

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the SBE participation. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. [Please check the appropriate box(es)]:

COMPLETE IF YOU ARE AN SBE PRIME:

The City and County of Denver requires that each Bidder/Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the project.

- The Bidder/Proposer is a certified SBE with the City and County of Denver and is committed to self-performing ___%.
- The Bidder/Proposer is committed to utilizing SBE subcontractors, subconsultants and/or suppliers, committing to ___% Additional SBE Participation on the contract.

Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their SBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this SBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm): _____

Firm's Representative: _____

Title: _____

Signature (Firm's Representative): _____ Date: _____

Address: _____

City:	State:	Zip:
-------	--------	------

Phone:	Email:
--------	--------



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS**

City & County of Denver Contract No.: _____

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)		
Firm's Representative:		
Signature:		Date:
Address:		
City:	State:	Zip:
Phone:	Email:	
Total Proposed Contract Value \$:	Self-Performing Contract Value \$:	

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Phone:
Type of Service:	

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Phone:
Type of Service:	



Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

VIII. ATTACHMENT 3, FORM W-9

FORM W-9

Please complete the Request for Taxpayer Identification Number and Certification (FORM W-9) and submit with your proposal.

These pages are not included in the page numbering of this contract document.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

IX. ATTACHMENT 4, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The insurance requirements relative to this contract are contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION ON-CALL SERVICE AGREEMENTS INCLUDING OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECTS

1. General Information

City and County of Denver and Denver International Airport (hereinafter referred to collectively as “DEN”) has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. Certain trade contractors and subcontractors are ineligible for this program; see Excluded Parties under the definitions Section 7 for a general list of excluded parties. Insurance requirements are determined based on the scope of work.

1.1 On-Call Contractors

On-Call Contractors may be issued task or work orders under this Agreement that are related to either non-ROCIP projects or ROCIP projects and the insurance requirements applicable would be assigned as follows:

- 1.1.1 For task or work orders related to non-ROCIP projects: Refer to Section 2.
- 1.1.2 For task or work orders related to ROCIP projects where Contractor is an Excluded Party based on scope of work: Refer to Section 2.
- 1.1.3 For task or work orders related to ROCIP projects where Contractor is an Eligible Party based on scope of work: Refer to Section 3.

1.2 ROCIP Manuals

Below are links to access the current reference manuals related to DEN ROCIP III. These manuals are part of the Contract Documents.

[DEN ROCIP III Insurance Manual](#)
[DEN ROCIP III Safety Manual](#)
[DEN ROCIP III Claims Guide](#)

2. Insurance Requirements for Non-ROCIP Contractors and Subcontractors (Excluded Parties)

Contractor and subcontractors of any tier shall require all Excluded Parties, as defined in Section 7 or confirmed as excluded by DEN, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement and such insurance shall include the minimum defined coverages and be evidenced to DEN as required in this Section 2.

2.1 Certificate Holder

Certificate(s) shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

2.3 Coverage and Limits

2.3.1 Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 annual policy aggregate.

2.3.1.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

2.3.1.2 Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2.3.2 Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

2.3.2.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.

2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles and requires unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

2.3.2.3 The policy must not contain an exclusion related to operations on airport premises.

2.3.2.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- 2.3.2.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- 2.3.2.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

2.3.3 Workers' Compensation and Employer's Liability Insurance

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

- 2.3.3.1 If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.

2.3.4 Professional Liability (Errors and Omissions) Insurance

[Coverage not required for DEN Contract Reference No. 202056275]

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.5 Contractor's Pollution Legal Liability

[Coverage not required for DEN Contract Reference No. 202056275]

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain coverage for its work site operations that are conducted on DEN's premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and aggregate resulting from claims arising out of a pollution condition or site environmental condition resulting out of work site operations on DEN's premises.

- 2.3.5.1 Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on the DEN premises.
- 2.3.5.2 Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Contractor's covered operations.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.6 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):
[Coverage not required for DEN Contract Reference No. 202056275]

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

2.3.6.1 Coverage shall include professional misconduct or lack of ordinary skill.

2.3.6.2 Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

2.3.7.1 Express written permission must be granted by DEN.

2.3.7.2 Express written permission must be granted by the Federal Aviation Administration (FAA).

2.3.7.3 Drone equipment must be properly registered with the FAA.

2.3.7.4 Drone operator(s) must be properly licensed by the FAA.

2.3.7.5 Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

2.3.8 Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

2.4 Reference to Project and/or Contract

The DEN Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

2.5 Additional Insured

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

2.6 Waiver of Subrogation

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

2.7 Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in coverage before the expiration date thereof.

2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.

2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.

2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.

2.8 Additional Provisions

2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.

2.8.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.

2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.

2.8.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.

2.8.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.

- 2.8.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.8.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 2.8.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 2.8.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 2.8.10 Certificate of Insurance and Related Endorsements: DEN'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 Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 2.8.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 2.8.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i) Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

3.2 Enrollment Required

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Excluded Parties (as defined in Section 7). Participation is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and follow the instructions as provided in the DEN ROCIP Insurance Manual to enroll in the program. When the Contractor and subcontractors of any tier are properly enrolled, the DEN ROCIP Administrator will issue a Certificate of Insurance evidencing the coverages afforded to each Enrolled Party under the DEN ROCIP, prior to their commencing Work on the Project Site.

3.3 Exclusion of Contractor/Subcontractor Insurance Costs from Proposal and Bid Prices

Contractor shall exclude from Contractor's cost of work and ensure that each subcontractor of any tier exclude from their cost of work, normal costs for insurance for those coverages provided under the DEN ROCIP. As part of the enrollment process, Contractor and subcontractors shall provide policy declaration rate pages and deductible endorsements on the General Liability, Workers' Compensation, and Excess Liability policies as required in the DEN ROCIP Insurance Manual. The calculation of these costs will be determined by the ROCIP Program Administrator. The costs of DEN ROCIP coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles, self-insured retentions, or self-funded programs. Change orders shall also exclude the cost of ROCIP coverage.

Pre-employment substance abuse testing costs will be covered by DEN and should be removed from bid prices. Drug testing will be more thoroughly discussed in the ROCIP Safety Manual.

3.4 Insurance Premiums

DEN will pay the insurance premiums for the DEN ROCIP insurance policies. DEN is responsible for all adjustments to the premiums and will be the sole beneficiary of all dividends, retroactive adjustments, return premiums, and any other monies due through audits or otherwise. The Contractor assigns to DEN the right to receive all such adjustments and will require that each subcontractor of any tier assign to DEN all such adjustments. The Contractor and the subcontractors who are Enrolled Parties shall execute such further documentation as may be required by DEN to accomplish this assignment.

3.5 Off Site Operations Coverage Under ROCIP

The DEN ROCIP will provide certain insurance coverage for DEN, Contractor and Enrolled Parties, along with their Eligible Employees performing Work at the Project Site. Off-site operations shall be covered only if designated in writing by DEN and when all operations at such site are identified and solely dedicated to the Project. Contractors and subcontractors are responsible to notify the DEN ROCIP Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the off-site location unless confirmed in writing by the DEN ROCIP Administrator.

3.6 DEN ROCIP Insurance Manual

As soon as practicable, the DEN ROCIP Insurance Manual will be sent to each Enrolled Party and will become a part of the Contract and Contractor's Subcontract with its subcontractor and its subcontractors' agreements with any lower-tier subcontractor. The DEN ROCIP Insurance Manual will contain the administrative and claim reporting procedures. Contractor agrees to and will require that its subcontractors of any tier to cooperate with the DEN ROCIP Administrator in providing all required information.

3.7 Conflicts

Descriptions of the DEN ROCIP coverages set forth in Section 3.8 are not intended to be complete or meant to alter or amend any provision of the DEN ROCIP insurance policies. The DEN ROCIP coverages, terms, conditions, and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages provided in the DEN ROCIP insurance policies and the coverages summarized or described in the DEN ROCIP Insurance Manual, this Exhibit or elsewhere in the Contract Documents, the DEN ROCIP insurance policies shall govern. In the event of a conflict between the provisions of this Exhibit and the DEN ROCIP Insurance Manual, that does not involve any conflict with the provisions of the DEN ROCIP insurance policies, the provisions of this Exhibit shall govern.

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

Unless otherwise provided herein, prior to commencement of the Work, DEN, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the insurance specified below, insuring DEN, Enrolled Parties and such other persons or interests as DEN may designate with limits not less than those specified below for each coverage.

3.8.1.1 Workers' Compensation & Employer's Liability – On Site Only

DEN shall maintain the coverage as required by statute for the Project Site and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

3.8.1.2 Commercial General Liability – On Site Only

DEN shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits as listed below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Per Project and Statute of Repose)	\$4,000,000
Total Products/Completed Operations Aggregate (Statute of Repose)	\$8,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$ 300,000
Medical Payments (any one person)	\$ 10,000

3.8.1.3 Excess Liability Insurance

DEN shall maintain coverage following form with underlying policies of Commercial General Liability and Employer's Liability in minimum limits as listed below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$200,000,000
Products/Completed Operations Aggregate (Per Project)	\$200,000,000
Total Products/Completed Operations Aggregate (Policy Cap)	\$400,000,000
Each Occurrence Limit	\$200,000,000

DEN, in its sole discretion, may elect to provide higher limits, based on Project size. Excess Liability limits are shared by all Insured parties.

3.8.1.4 Contractor's Pollution Liability

DEN shall maintain coverage for bodily injury, property damage, or environmental damage caused by a pollution event resulting from covered operations, including completed operations, at the Project Site with a limit no less than \$10,000,000 each occurrence and aggregate. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure. Products/Completed Operations coverage may extend for the statute of limitations/repose after final completion of the Project.

3.8.1.5 Builder's Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$500,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

This Builder's Risk Insurance shall cover portions of the Work stored off site, and also portions of the Work in transit.

DEN and Contractor shall waive all rights against (1) each other and any of their subcontractors of any tier, and all respective agents and employees, and (2) the architect, architect's consultants, separate contractors, if any, and any of their subcontractors of any tier, and all respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by DEN as fiduciary. DEN or Contractor, as appropriate, shall require of the architect, architect's consultants, separate contractors, and their subcontractors of any tier, and

all respective agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.8.2 Claim Chargeback

A claim charge-back will be assessed, regardless of fault, for the amount of any loss payable under this program with the exception of Workers' Compensation and Excess Liability, up to a maximum of \$25,000 each loss. Lead Contractor may elect to pass no more than \$5,000 of this charge, each loss, through to any responsible subcontractor.

3.9 Other Insurance Provided By Enrolled Parties

At their own expense, the Enrolled Parties of all tiers must carry the following minimum coverage and limits and such insurance shall be evidenced to DEN and the DEN ROCIP Administrator as required in this Section 3.9.

3.9.1 Certificate Holder

Certificate(s) shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

and

CITY AND COUNTY OF DENVER
Department of Aviation
c/o Arthur J. Gallagher RMS, Inc.
12444 Powerscourt Drive
St. Louis, MO 63131
Attn: Gallagher OCIP Group

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) must be emailed in pdf format to:
contractadmininvoices@flydenver.com
and heather_lawson@ajg.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and annual aggregate.

3.9.3.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

3.9.4 Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

3.9.4.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.

3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.

3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.

3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

3.9.5 Workers' Compensation and Employer's Liability Insurance – Off Site Only

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract.

Contractor shall maintain the coverage as required by statute for performance of Work outside the Project Site under the Contract and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

3.9.5.1 If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.

3.9.6 Professional Liability (Errors and Omissions) Insurance [Coverage not required for DEN Contract Reference No. 202056275]

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):
[Coverage not required for DEN Contract Reference No. 202056275]

Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill.

3.9.7.2 Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.8 Excess/Umbrella Liability:

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

3.9.9 Reference to Project and/or Contract

The DEN Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in coverage from the requirements herein before the expiration date thereof.

- 3.9.12.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 3.9.12.2 Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 3.9.12.3 If such written notice is unavailable from the insurer, and in any event, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN'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 Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 3.9.13.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 3.9.13.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

Contractor warrants that all information submitted to DEN or the DEN ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify DEN or the DEN ROCIP Administrator immediately in writing of any errors discovered during the performance of the Work.

4.2 Contractor Responsible to Review Coverage

Contractor acknowledges that all references to DEN ROCIP policy terms, conditions, and limits of liability in this document, as well as the DEN ROCIP Insurance Manual, are for reference only. Contractor and its subcontractors of any tier are responsible for conducting their own independent review and analysis of the DEN ROCIP insurance policies in formulating any opinion or belief as to the applicability of such coverage in the event of any loss or potential claim. Any type of insurance or increase of limits not described above, which the Contractor requires for its own protection or on account of statute, shall be its own responsibility and at its own expense.

4.3 Audit

Contractor agrees to make its records available for review and to cooperate with DEN, its insurers and insurance brokers, the City Auditor, and representatives of the aforesaid parties in the event of an audit. In the event that a DEN audit of Contractor's records, as permitted in the Contract or other DEN ROCIP documents, reveals a discrepancy in the insurance, payroll, safety, or any other information required to be provided to DEN or the DEN ROCIP Administrator, or reveals inclusion of costs for DEN ROCIP coverage or other coverage beyond what is described above in any payment for the Work, DEN will have the right to deduct from payments due Contractor all such insurance costs as well as all audit costs.

4.4 Insurance Costs Removed

Contractor warrants that the costs for insurance as provided under the DEN ROCIP were not included in Contractor's bid or proposal for the Work, the Contract Price/Contract Sum, and will not be included in any change order or any request for payment for the Work or extra work.

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

Contractor shall furnish each bidding subcontractor, vendor, supplier, material dealer or other party a copy of this Exhibit, the DEN ROCIP Insurance Manual and the DEN ROCIP Safety Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.

5.2 Timely Enrollment Required

Contractor shall enroll in the DEN ROCIP within five (5) business days following a request by DEN or the DEN ROCIP Administrator. Contractor shall notify each subcontractor of the process for enrolling in DEN ROCIP and confirm that enrollment is mandatory, but not automatic. Contractor shall assure that subcontractors of any tier shall not commence Work until verification of enrollment is confirmed by the DEN ROCIP Administrator by the issuance of a Certificate of Insurance to each individual Enrolled Party.

5.3 Compliance with Conditions

Contractor shall not violate any condition of the policies of insurance provided by DEN under the terms of this Exhibit, the DEN ROCIP Insurance Manual or the DEN ROCIP Safety Manual. All requirements imposed by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each subcontractor of any tier.

5.4 Claims Cooperation

Contractor shall participate in claim reporting procedures. Contractor agrees to assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of the Work required by the Contract, and to cooperate with DEN's insurer(s) in all claims and demands which DEN's insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its subcontractors of any tier comply with any request for assistance and cooperation. This obligation includes, without limitation, providing light or modified duty for injured workers, appearing in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

5.5 Monthly Payroll Submission

All Enrolled Parties shall submit monthly payrolls and worker-hour reports to DEN and/or the DEN ROCIP Administrator via the DEN ROCIP Administrator's online reporting system as outlined in the DEN ROCIP Insurance Manual. The online reporting instructions will be provided to all Contractors at time of enrollment. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. Payroll must be submitted online for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For subcontractors of any tier performing Work under multiple Subcontracts, a separate payroll report is required for each Subcontract under which Work is being performed.

5.6 Response to Information Requests

All insurance underwriting, payroll, rating or loss history information requested by DEN or the DEN ROCIP Administrator shall be provided by the Contractor within three (3) business days of request. Contractor agrees (and will require each subcontractor to agree) that DEN, DEN's insurers or its representative may audit the Contractor's records or records of subcontractors of any tier to confirm the accuracy of all insurance information provided including, without limitation, any such information that may have any effect on insurance resulting from changes in the Work. At all times during performance of the Contract and Subcontracts, the Contractor and subcontractors of any tier shall cooperate with DEN, the DEN ROCIP Administrator and DEN's insurers.

5.7 Responsibility for Safety

Notwithstanding the DEN ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work including, without limitation, any safety programs or procedures that are required by any applicable state or federal laws, rules or regulations, or under the terms of the DEN ROCIP Safety Manual.

5.8 Duty of Care

Nothing herein shall relieve the Enrolled Parties of their respective obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with this Contract and subsequent subcontracts.

6. Notices and Costs

6.1 Limitations on DEN Provided Coverage and DEN Right to Purchase Other Coverage

DEN assumes no obligations to provide insurance other than that evidenced by the policies referred to in Section 3.8. DEN, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in Section 3.8 and the costs of such insurance shall be paid by DEN. Apart from the DEN ROCIP, DEN may at its option purchase additional insurance coverages that insure the Project that may not necessarily insure the Contractor or the subcontractors. Without limitation, examples of such coverage may include pollution liability, excess professional liability, and excess automobile liability insurance.

6.2 Contractors Responsible for Own Equipment

Contractor and subcontractors are solely responsible for loss or damage of all construction tools and other equipment whether owned, leased, rented, borrowed or used on Work at the Project Site. If an individual Enrolled Party purchases insurance on their tools and equipment, such insurance shall contain a waiver of subrogation in favor of the City and County of Denver, its elected and appointed officials, agents, employees and volunteers and all other Enrolled Parties. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless the City and County of Denver, its elected and appointed officials, agents, employees and volunteers and other Enrolled Parties for loss or damage to its tools and equipment.

6.3 No Release; No Waiver of Immunity

The provision of the DEN ROCIP shall in no way be interpreted as relieving Contractor or subcontractors of any tier of any responsibility or liability under the Contract Documents, the DEN ROCIP insurance policies or applicable laws including, without limitation, Contractor's and subcontractor's responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents. The parties hereto understand and agree that the City and County of Denver, its elected and appointed officials, agents, employees and volunteers are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to DEN, its officers, officials and employees.

6.4 DEN Right to Withhold Payments

In addition to any other rights of withholding that DEN may have under the Contract Documents, DEN has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any subcontractor to comply with the requirements of this Exhibit, the DEN ROCIP Insurance Manual or the DEN ROCIP Safety Manual. DEN may withhold from any payment owing to Contractor the costs of DEN ROCIP coverages if included in a request for payment. Such withholding by DEN shall not be deemed to be a default under the Contract. DEN shall withhold from Contractor the costs of DEN ROCIP coverages attributable to an increase in an Enrolled Party's total payroll for the Work over the amount reported to DEN and/or the DEN ROCIP Administrator at time of enrollment.

6.5 DEN Remedies

Without limitation upon any of DEN's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit, the DEN ROCIP Insurance Manual, or the DEN ROCIP Safety Manual shall be deemed a material breach of the Contract, thereby entitling DEN, at its option, upon notice to Contractor, to (1) suspend performance by Contractor and/or the offending subcontractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) terminate this Contract for cause.

6.6 Off Site Storage

Unless otherwise provided in the Contract Documents, the property insurance provided by DEN shall not cover portions of the Work stored off the Site without written approval of DEN. Contractor shall be responsible for reporting such property or work if ownership has been transferred to DEN. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.

6.7 Partial Occupancy

Partial occupancy or use shall not commence until DEN insurer(s) providing Builders Risk and/or Property Insurance have consented to such partial occupancy or use by endorsement or otherwise. DEN and the Contractor shall take reasonable steps to obtain consent of the insurer(s) and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

6.8 DEN Right to Exclude Parties from the DEN ROCIP

DEN reserves the right to exclude any subcontractor from the DEN ROCIP, before or after enrollment by the subcontractor. If DEN elects to exclude a subcontractor from the DEN ROCIP, the Contractor will be responsible for ensuring the insurance coverages outlined in the Contractor's Subcontract Agreement are provided to DEN or the DEN ROCIP Administrator before the subcontractor can begin or resume Work on the Project.

6.9 DEN's Right to Modify or Discontinue DEN ROCIP Coverages

If DEN determines that modification or discontinuation of the DEN ROCIP is in the best interest of DEN, the Contractor and subcontractor will receive sixty (60) days advance written notice to secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the DEN ROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any subcontractor to comply with the requirements of the Contract Documents, the DEN ROCIP Insurance Manual or DEN ROCIP Safety Manual, the costs of such replacement insurance shall be deemed a cost of Work for which the Contractor shall be entitled to a Contract Adjustment, without any sum added thereto for Allowable Markup. The form, content, limits of liability, cost and the rating of the insurer(s) issuing such replacement coverage shall be subject to DEN's prior written approval.

7. Definitions

Certificate of Insurance:	A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage "Provided by Enrolled Parties"
DEN:	City and County of Denver and Denver International Airport
Contract:	The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier.
Contractor Insurance Cost:	The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.
Rolling Owner Controlled Insurance Program (ROCIP):	A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.

- Eligible Employees: Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the “Excluded Parties” definition.
- Enrolled Parties: The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
- Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:

- Any person or organization that fabricates or manufactures products, materials or supplies away from a Project Site with no direct onsite installation responsibility

Exception: The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for General Liability coverage only.

- Hazardous materials remediation, removal, or transportation companies and their consultants
- Architects, engineers, surveyors and their consultants
- Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site
- Contractors, subcontractors and subconsultants who do not work at a Project Site
- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
- Day labor employees (individuals working directly for the Contractor and not procured through a third party

Exception: The ROCIP Insurer typically will accept including employees working for a contractor, or employed by temporary staffing agencies or professional employer organizations, as long as those employer-entities are enrolled as subcontractors to supply supplemental workforce.

Insured: (liability policies)	DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
Insurers:	Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.
Net Bid:	Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
ROCIP Administrator:	The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.
ROCIP Insurance Manual:	A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.
ROCIP Safety Manual:	A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.
Off Site Work:	Work performed away from the Project Site.
Payroll:	For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
Policy Owner:	City and County of Denver and Denver International Airport
Project:	The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.
Project Site:	<p>Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party.</p> <p><i>Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.</i></p>
Subcontract:	The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof.

Subcontractor: Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors.

Work: Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **print the completed form and include the hard copy as part of Proposer's bid/proposal documents. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

Click on the following link to access the on-line form:

<https://fs7.formsite.com/CCDenver/form161/index.html>

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers in response to City solicitations for services or goods will be collated, analyzed and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

Insert the completed hard copy of the Diversity and Inclusiveness in City Solicitations Form immediately following this page.

XI. ATTACHMENT 6, SAMPLE CONTRACT**SAMPLE CONTRACT**

The Sample Contract is contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.

SAMPLE AGREEMENT***Notice to Proposers:******City Required Contract Provisions***

The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is not subject to modification. Accordingly, proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

- 1. Indemnification**
- 2. Basic insurance requirements**
- 3. Limitation of liability (available in narrowly applicable circumstances)**
- 4. Federal requirements**
 - a. Standard Federal Aviation Administration grant assurances (Appendix 1 to the Sample Agreement)**
 - b. Federal Aviation Administration document retention and review requirements**
- 5. Airport security requirements**
- 6. City code and charter; state statutes**
 - a. Prompt pay**
 - b. Prevailing wage**
 - c. Immigration provisions (Not applicable for contracts for Information Technology services or IT products and services – See, C.R.S. 8-17.5-101(6)(b)(V))**
 - d. Colorado open records act**
 - e. DSBO (if applicable to subject matter of contract)**
 - f. City nondiscrimination language**
 - g. Dispute resolution**
- 7. Denver Executive Orders (“XOs”)**
 - a. Environmental**
 - b. Drugs alcohol tobacco**
 - c. Nondiscrimination in contracts**
- 8. Airport System General Bond Ordinance (1984, as amended).**
- 9. Choice of law (Colorado)**
- 10. Jurisdiction and venue (Colorado)**

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **SKY BLUE BUILDERS LLC**, a Colorado company authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH:

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

WHEREAS, the City desires to obtain professional services for all types of on-call painting and coating services on an as needed task basis which may include but is not limited to touch-ups, re-coatings, and first time applications on concourses and exteriors across the DEN campus. interior and exterior needs; and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by Contractor; and

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

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

ARTICLE I. LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “**CEO**”), his/her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Airport Infrastructure Maintenance. The relevant Senior Vice President (the “**SVP**”) or his/her designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager directions.

ARTICLE II. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES

A. Scope of Services. Contractor shall provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City.

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order may include but are not

limited to information regarding schedule, staffing, and pricing. The SVP or his/her authorized representative may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City's sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. The Parties shall comply with *Exhibit D*.

C. Standard of Performance.

1. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

2. Contractor understands and acknowledges that it shall create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the "**Design Deliverables**"), as required by the City.

3. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, and memoranda of policy furnished to it by the City.

4. Contractor may be required to develop Design Deliverables using Building Information Modeling ("**BIM**") as set forth in the Design Standards Manual, which is incorporated herein by reference. When applicable the Contractor will be required to develop a draft BIM Project Execution Plan ("**BPXP**") with the City and all sub-consultants.

5. Contractor shall organize its Design Deliverables for any method of construction contracting selected by the City. Contractor shall fully coordinate Design Deliverables with the contractor selected to construct the work outlined in the Design Deliverables.

6. In performing all work under this Agreement, Contractor shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Contractor's sub-contractors, the City, the City's consultants, related suppliers and subcontractors of any tier, and, at the City's request, other adjacent projects at DEN.

7. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents and any other party with whom Contractor contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

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

E. Construction Administration. If the City tasks Contractor with construction administration duties, such duties shall commence upon the earlier to occur of the following events: (a) the City's execution of a construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

F. Subcontractors.

1. In order to retain, hire, and/or contract with an outside subcontractor for work under this Agreement, Contractor must obtain the prior written consent of the CEO or the CEO's designee. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the City.

2. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

3. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

4. Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

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

G. Key Personnel Assignments.

1. Contractor or its subcontractor(s) shall assign all key personnel identified in the Scope of Work or Relevant Task Order(s) to perform work under this Agreement ("Key Personnel"). Only Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.

2. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall

retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

3. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel is not acceptable or that any Key Personnel is no longer needed for performance of any Task Order, the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the Key Personnel, as applicable.

4. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel in question and notify Contractor that such Key Personnel will not be retained on this project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with Article IV, Section B.

ARTICLE III. OWNERSHIP AND DELIVERABLES

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

ARTICLE IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire Three (3) Years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

B. Suspension and Termination.

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

2. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Contractor from the SVP.

3. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, including any provision of any Task Order, the City may either:

a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Contractor; or

b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section C.3.b of this Article, Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Article IV, Section B.

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

6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Article IV, Section B.2., Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section B.5. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections B.5 and B.6, exceed the Maximum Contract Amount.

7. No Claims. Upon termination of this Agreement or any Task Order, Contractor shall have no claim of any kind against the City by reason of such termination

or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

C. Remedies. In the event Contractor performs services under this Agreement in violation of any provision herein, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

1. All costs of correcting and replacing any affected design documents, including reproducible drawings;

2. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and

3. Additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work.

These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Article VII and Article VIII of this Agreement.

ARTICLE V. COMPENSATION AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of _____ **Dollars and No Cents (\$)** ("**Maximum Contract Amount**"). Contractor shall perform the services under each Task Order on either an hourly rate basis or a lump sum basis up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

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

D. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on

a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, et seq., subject to the Maximum Contract Amount.

E. Invoices. Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement, including *Exhibit E*, and:

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

F. Fee. Initial individual hourly rates including any applicable multiplier are set forth in *Exhibit B and D*. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates and/or the multiplier on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

G. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement and any other records required by *Exhibit E*, including in a Task Order. The City may examine such timesheets upon the City's request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final invoice resulting from a Termination of this Agreement or any Task Order, where the SVP or his/her authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Article IX.

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

ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT

A. Minority/Women Business Enterprises.

1. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("**D.R.M.C.**"), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**") and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("**DSBO**") is **15%**.

2. Under § 28-68, D.R.M.C., Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications, or as otherwise described in § 28-70, D.R.M.C. Contractor acknowledges that:

a. If required by DSBO, Contractor shall develop and comply with a Utilization Plan in accordance with § 28-63, D.R.M.C. Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

b. If contract modifications are issued under the Agreement, Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. Contractor must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. Contractor shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.

e. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.

f. Should any questions arise regarding DSBO requirements, Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

B. Prevailing Wage. To the extent required by law. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement. *(See Exhibit F)*

1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

2. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

3. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

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

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

C. City Minimum Wage. To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, §§ 20-82 through 20-84, D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

D. Prompt Pay. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by Contractor's own personnel, billings from subcontractors, and all other information necessary to assess Contractor's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

1. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Contractor. The City may, at the discretion of the Director or his/her authorized representative, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director or his/her authorized representative. However, no deductions shall be made from Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

2. **Prompt Pay of MWBE Subcontractors.** For contracts of one million dollars (\$1,000,000.00) and over, Contractor is required to comply with the Contractor Prompt Payment provisions under § 28-72, D.R.M.C., with regard to payments by Contractor to MWBE subcontractors. The Contractor shall make payment by no payment no later than thirty-five (35) days from receipt by the Contractor of the subcontractor's invoice.

ARTICLE VII. INSURANCE REQUIREMENTS

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

B. Unless specifically excepted in writing by DEN Risk Management, if Contractor shall be using subcontractors to provide any part of the services under this Agreement, Contractor shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under Exhibit C; or

2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of

Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

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

ARTICLE VIII. DEFENSE AND INDEMNIFICATION

A. Contractor 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 Contractor 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.

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

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

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

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

ARTICLE IX. DISPUTES

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

ARTICLE X. GENERAL TERMS AND CONDITIONS

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent Contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in §9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO or his/her authorized representative. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or his/her authorized representative, automatically terminate this Agreement and all rights of Contractor hereunder.

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

2. Pursuant to Article VIII, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

E. Notices.

1. Notice of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Contractor to:

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

And by the City to:

Contractor

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

3. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used at the City's direction in writing for Task Order-related communications and document transmittals.

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

G. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits

under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

4. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS

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

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

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or his/her authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

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

2. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold

harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

1. 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 Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor 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 six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations, if longer than six (6) years. 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 Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.

2. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

3. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to

cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

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

2. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

1. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Contractor is liable for any violations as provided in said statute and ordinance.

2. Contractor certifies that:

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

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

3. Contractor also agrees and represents that:

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

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

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

d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Contractor will also then terminate such subcontractor or subconsultant if within three (3) days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

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

ARTICLE XII. SENSITIVE SECURITY INFORMATION

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

ARTICLE XIII. DEN SECURITY

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or

TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

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

ARTICLE XIV. FEDERAL RIGHTS

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

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Attachments. This Agreement consists of Article I through XVI which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
- Exhibit F: Prevailing Wages

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

- Appendix
- Article I through XVI hereof
- Exhibit A
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit B

ARTICLE XVI. CITY EXECUTION OF AGREEMENT

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

Exhibit D

ON-CALL PROFESSIONAL SERVICES DESIGN AND ENGINEERING

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: August 2020

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

1.2 GENERAL SCOPE

1.2.1 The Airport maintains on-call professional design services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these design services may include programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various mechanical and electrical systems additions, improvements and modifications.

1.2.2 Should a Task Order scope of work require an engineering discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subcontractor.

1.2.3 The term "Task Order" when it is used in this Agreement means all of the work associated with the proposal preparation; preparation of design and construction documents, plans, specifications, and estimates; and construction administration for any and all professional design services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated DEN representative.

2 CONTRACTOR'S SPECIFIC SCOPE OF WORK

2.1 CONTRACTOR SERVICES

2.1.1 The Contractor, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide professional design and engineering or other services for specific task scopes of work. The Contractor must be a licensed architect or professional engineer in the State of Colorado. The Contractor's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria, Digital Facilities and Infrastructure, Structural,

Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.

2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:

- 2.1.2.1 Design administration
- 2.1.2.2 Design analysis programming
- 2.1.2.3 Plumbing services
- 2.1.2.4 HVAC services
- 2.1.2.5 Carpentry/Millwork
- 2.1.2.6 Painting Services
- 2.1.2.7 Electrical Services
- 2.1.2.8 Energy and/or LEED analysis and conformance to latest energy requirements
- 2.1.2.9 Cost estimating services
- 2.1.2.10 Security, communications, lightning protection design services
- 2.1.2.11 Construction schedule services
- 2.1.2.12 Preparation and reproduction of schematic, bid, and construction documents.
- 2.1.2.13 Bid evaluation
- 2.1.2.14 Commissioning coordination
- 2.1.2.15 Code analysis
- 2.1.2.16 Building information modeling in Revit
- 2.1.2.17 Construction administration
- 2.1.2.18 Agreement closeout services
- 2.1.2.19 Preparation of record or “as built” documents to include, but not limited to, updated Revit models

2.2 TASK ORDER SCOPE OF WORK

2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Contractor a Task Order Request for Proposal (see form PS-02) for each specific Task Order. If the work will produce a product used for construction, the City will also issue a construction budget. The Contractor will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal, unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.

2.2.2 The Contractor shall provide a fee proposal that includes the following:

- 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subcontractors.

- 2.2.2.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
- 2.2.2.3 A schedule identifying all phases of scope of work with DEN review durations.
- 2.2.2.4 Identification of lump sum not to exceed design fee.

2.3 TASK ORDER REQUEST FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order design schedule. The Contractor will not begin work on any Task Order scope of work without having received a fully executed On-Call Task Order Authorization (see form-PS-03). In the event of approval of the Contractor's fees and schedule, the Contractor will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.
- 2.3.2 Design Standards Manuals: Each Task Order Request for Proposal will identify the specific chapters or volumes of the DEN Design Standards Manuals (DSMs) that will be applicable to the Task Order scope of work. The Contractor will prepare its fee proposal based upon the Task Order definition and performing the requirements defined in each applicable chapter of the design standards manual. These DSMs are documents which define the requirements for project design, constructability, operability, and performance for airport projects. As such, these documents are periodically updated, revised, and improved. Throughout the duration of this Agreement the most current version of the published DSMs will apply at the time of each On-Call Task Order Authorization, and these versions will supersede previous published versions.
- 2.3.3 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Contractor will be provided those specifications and criteria for the development of each assigned Task Order(s). The Contractor will review those technical specifications to determine if the technical specifications and / or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices, or to the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Contractor's opinion is that the DEN technical specifications and criteria are requiring design and engineering services that are contrary to its professional judgment and professional responsibility, the Contractor will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Contractor will participate in a meeting with DEN personnel to discuss these issues and reach agreement on the direction and development of the Task that will allow the Contractor to proceed within its acceptable standard of care. Technical

specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.

- 2.3.4 Following this agreement, the Contractor acknowledges that the design and engineering of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the design and engineering of the Task Order according to the rules, regulations, and laws governing its activities.

2.4 CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Contractor will assign a lead project manager to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the project manager may be required to be licensed architect or registered professional engineer in the State of Colorado. The project manager will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Contractor's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Contractor, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.
- 2.4.2 Should the City request the removal of a project manager, the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Contractor may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Contractor or its project manager.
- 2.4.4 The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.5 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative.

2.5 DILIGENCE

- 2.5.1 The Contractor will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.
- 2.5.2 The Contractor shall submit their design QA/QC plan with all Task Order proposals and a current status of the plan per Task Order at any time requested by the DEN Project Manager.

2.6 COOPERATION

- 2.6.1 The Contractor will fully cooperate and coordinate with other Contractors and approved DEN contractors performing work at DEN. Particularly those contractors and consultants whose work connects or interfaces with the Contractor's Task Order scope of work. The Contractor's fee proposal for each Task Order will include coordination with contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a fee proposal.

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available the Agreement record documents, when they exist, related to that specific Task Order scope of work.
 - 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)
 - 3.1.1.2 Available BIM files for areas of work (Task Order Specific)
 - 3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)
 - 3.1.1.4 3-D Scans of spaces (Task Order Specific)
- 3.1.2 Information Gathering: The Contractor will include in its fee proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information from the DEN AIM Records Management section. This will include, but not be limited to: review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Contractor's Task Order fee proposals may be required to include where applicable field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical and other systems documents in electronic format as defined in each Task Order Request for Proposal. Once the On-Call Task Order Authorization is received by the Contractor, the Contractor will begin the Task Order as-builts.

3.2 AIRPORT SECURITY REQUIREMENTS

- 3.2.1 Airport Badges: The Contractor will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

4 OWNERSHIP OF PLANS AND DOCUMENTS

4.1 PLANS AND DOCUMENTS

- 4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Contractor will not replicate or otherwise use the overall design of the Project for any other project. The Contractor may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Contractor and/or its subcontractor to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Contractor for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Contractor.
- 4.1.2 The City may grant the Contractor a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.
- 4.1.3 As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Contractor and/or its subcontractors in the course of performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Contractor irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Contractor agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Contractor and between and/or its subcontractors will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

5 TASK ORDER EXECUTION

5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. This written notification will come in the form of a

signed On-Call Design Services Authorization (see form PS-03). The Contractor will not be authorized to proceed with the work described in this Exhibit or a Task Order Request For Proposal and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Contractor that the work is to be performed.

- 5.1.2 Kick-off meeting: Upon written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing final requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Contractors.
- 5.1.3 Schedules: Immediately following the kick-off meeting, the Contractor shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

5.2 DESIGN

- 5.2.1 Required Documentation: Unless specifically identified in the Task Order Request for Proposal, refer to the DEN Design Standards Manuals for specific documentation requirements for each discipline.
- 5.2.2 Submittals: Upon receipt of the executed Task Order, the Contractor will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and may be required to use the Primavera Unifier system. Refer to the Standards and Criteria DSM for design phase submittal requirements. All submittals shall include a completed PS-23 Design Quality Control Checklist and Environmental Checklist for Planning ES-2 forms.
- 5.2.3 Design Reviews: All Contractor design submittals may be subject to DEN review, as determined by the Task Order and the DEN Project Manager. Contractor shall include DEN reviews in their design schedule, with appropriate timeframes as outlined in the Standards and Criteria DSM or as defined by the Task Order Scope of Work. Upon receipt of DEN review comments, Contractor may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by Contractor within seven (7) calendar days after receipt of comments unless a different timeframe is specifically defined in the Task Order Scope of Work. Review and comments by DEN do not relieve the Contractor from liabilities of providing complete design services and is not an acceptance of any errors or omissions that may be contained in the documents. Review by DEN shall NOT be construed by the Contractor as replacing the Contractor's quality control program. Design Review Submittals by the Contractor must be reviewed by the Contractor and corrected prior to submittal to DEN. DEN reserves the right to reject any submittals when DEN determines they do not adequately represent the required level of completion, do not include all relevant design disciplines and systems, or do not include all the required documents.

- 5.2.4 Design Change Request: Changes to the scope of work initiated by the Contractor will be issued to DEN's Project Manager via a Design Change Request (DCR) (see form PS-13). Initiation of this form does not guarantee work request acceptance or grant schedule relief. Approval of the Design Change Request will be only be received by the Contractor through an executed On-Call Task Order Authorization Amendment (see form PS-04). The Contractor cannot proceed on any work changes without an executed Task Order amendment.
 - 5.2.5 Value Engineering: All value engineering options not identified through the normal design iteration phase shall be submitted through Value Engineering Change Proposal (VECP) Form (PS-16). The DEN Project Manager will provide written acceptance of all VECP's within 14 days of submission. Any VECP that does not have written acceptance is not approved.
 - 5.2.6 Project Risk: when requested, the Contractor will assist the DEN Project Manager define construction project risks).
- 5.3 ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW
- 5.3.1 Certification of Design: Prior to advertising any project for bid or submitted to the building department for plan review, the Agreement documents shall be submitted to the DEN Project Manager accompanied by a completed Certification of Design and Construction Drawings for Advertising form (See form PS-25). For AIP funded projects the Design Certification Letter – AIP Projects (FAA) (see form PS-28) shall be used.
 - 5.3.2 Advertising for Bid: All requirements for Contractor participation in project bid advertisement will be outlined in each Task Order Request for Proposal Request for Proposal.
 - 5.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Contractor shall include the costs associated with submitting Agreement documents to the City, Denver Development Services (DDS) for plan review. Agreement documents shall only be submitted to the building department with written approval by the DEN Project Manager.
- 5.4 CONSTRUCTION ADMINISTRATION
- 5.4.1 Construction Phase Administration: All requirements for Contractor participation will be outlined in each Task Order Request for Proposal. At a minimum refer to the Design Standards Manual, Standards and Criteria chapter 8 for requirements.
- 5.5 ADDITIONAL SERVICES
- 5.5.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Contractor via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
 - 5.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see formPS-5), or duration as defined in writing by the DEN Project

Manager, the Contractor shall provide a lump sum not to exceed fee proposal that includes the following:

- 5.5.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subcontractors.
- 5.5.2.2 A completed On-Call {Agreement title} Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the additional scope of work.
- 5.5.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.5.3 Additional Services Authorization: Approval of the Contractor’s proposal will be through an executed Additional Services Authorization (see form PS-06). The Contractor cannot proceed on any work changes without an executed Task Order amendment.
- 5.6 TASK ORDER CLOSEOUT
 - 5.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
 - 5.6.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see form PS-26) and Final Statement of Accounting (see form CM-93).
 - 5.6.3 Task Order Final Payment: Final payment to the Contractor will not be released until all above information is complete and the Final Lien Release – Professional Services (see form PS-09) is submitted.

6 REFERENCED FORMS

Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-03	On-Call Task Order Authorization (for Design).xlsx
PS-04	On-Call Task Order Authorization Amendment (for Design).xlsx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-07	Project Records Audit Checklist – Design.xlsx
PS-08	Partial Lien Release.docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-14	Environmental Checklist for Planning ES-02.docx
PS-16	Value Engineering Change Proposal Form.xlsx
PS-23	Design Quality Control Checklist.xlsx
PS-24	Design Closeout Checklist – Design-Professional-Task Order Services.pdf
PS-24a	Commissioning Closeout Checklist – Commissioning-Task Order Services.pdf
PS-25	Certification of Design and Construction Drawings for Advertising.docx

PS-26	Professional Services Affidavit of Completion Letter.docx
PS-28	Design Certification Letter – AIP Projects (FAA)
PS-46	Predesign Meeting Agenda.docx
PS-47	Design Meeting Minutes.docx
PS-50	Scoping Meeting Agenda.docx
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT

Exhibit E

ON-CALL PROFESSIONAL SERVICES

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: August 2020

1 INTRODUCTION

- 1.1 This Exhibit describes the Contractor's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Contractor shall prepare invoices that are based on its progress toward completing the Contractor's Task Order. The Contractor schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Contractor then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Contractor must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one Task Order per invoice.
- 1.2 The Contractor shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 1.3 The City shall have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Contractor to provide records when requested, then and in that event, the Contractor will pay to the City reasonable damages the City may sustain by reason thereof.

2 WORK SCHEDULE

- 2.1 The Contractor, working jointly with DEN, will follow the schedule management process as implemented by the AIM Development Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Contractor's activities. Task Order schedules include all activities that the Contractor must perform to complete the Contractor's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Contractor's Task Order.
- 2.2 The City will provide its comments to the Contractor within fourteen (14) days after the Task Order Schedule is submitted. The Contractor shall incorporate the City's comments into the Task Order Schedules to establish a baseline against which all progress will be measured.

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Contractor may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Contractor shall use the alternative as approved for the scope of work described in the Task Order.
 - 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order.

- 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Contractor shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
 - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
 - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Contractor to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Contractor. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Contractor.
- 4.2 The City will provide the Contractor with the format required to process the payment through Textura® Payment Management. Textura is the default payment system and shall be used on all projects unless an alternative method is agreed upon by the Parties. The Contractor shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Project Manager and the Contractor shall agree on the day of the month the Contractor's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Contractor shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Contractor used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order.

- 4.4 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 4.5 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Contractor. The Contractor and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.6 In accordance with requirements set forth in this Agreement, the Contractor must have provided the City with the following documentation before any payments will be made to the Contractor:
 - 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 4.6.2 Signed subcontractor agreement(s)
 - 4.6.3 Final Organizational Chart (Updated with new Subcontractors as they are acquired)
 - 4.6.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 4.6.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.7 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.8 Final Close Out Invoice: By submitting a final close out invoice, Contractor agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Contractor agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Contractor agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Contractor, any of its subcontractors, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.
- 4.9 Textura®: The Contractor recognizes and agrees that it is required to use the Textura® Payment Management System (CPM System) for this Project. The City will provide the Textura fee amount to the Contractor during contract negotiations. Contractor will pay the Textura fee along with any

applicable fees or taxes to Textura directly. The City will reimburse the Contractor as a pass-through expense (no mark-up) for the Textura fee with no mark-up.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Contractor shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 5.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Contractor within seven (7) days after Issuance of Task Order based on a proposed format prepared by the Contractor. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 5.3 The Contractor shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 6.1 Any requests for schedule change or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases. No work may be completed without prior written approval of the DEN Project Manager and AIM Development Directors. DEN is not obligated to grant any schedule or cost changes or increases.

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 7.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 7.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 7.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.

- 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
- 7.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
- 7.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
- 7.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
- 7.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 7.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Contractor shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 8.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be

done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Contractor's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

- 8.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 8.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Contractor's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Contractor's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 8.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 8.12 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees.
- 8.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 8.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN it its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic

control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

- 8.15 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

9.1 DEN Project Manager Discretion

- 9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

9.2 Prior To Commencement of work – Submittals Required

- 9.2.1 Signed Subcontractor Agreement(s) with an Exhibit listing the subcontractor's core staff rates and calculated Labor Rates and Classifications (see form CM-81).
- 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Contractor and all subcontractor's (see form PS-B).
- 9.2.3 Authorized Signers: List of the names and titles of Contractor staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.
- 9.2.4 Work Schedule.

9.3 Monthly Submittals

- 9.3.1 The Contractor shall submit the Monthly Progress Report.
- 9.3.2 The Contractor shall submit invoicing by the day of the month referenced in other sections.

9.4 Submittals Required - After Task Order Request for Proposal

- 9.4.1 Unless specifically identified by the DEN Project Manager, the Contractor shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:
- 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-contractor, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.
- 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.
- 9.4.4 The Contractor shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.
- 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 All information between the Contractor and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.
- 10.2 Within 3 days following the issuance of Task Order, the Contractor shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Contractor shall institute its control procedures for the Task Order.
- 10.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, contractors, subcontractors, and all project entities. All Contractors, Subcontractors, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Contractor shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

11 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
CM-81	Standard On-Call Cost Proposal Form
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT

XII. ATTACHMENT 7, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

Please submit a Certificate of Good Standing
from the Office of the Secretary of the State of Colorado
for the proposing entity.

XIII. ATTACHMENT 8, PREVAILING WAGE

PREVAILING WAGES

The prevailing wages relative to this contract are contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Technician II
DATE: August 31, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, August 28, 2020** 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. CO20200020
Superseded General Decision No. CO20190020
Modification No. 3
Publication Date: 08/28/2020
(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 \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

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

"General Decision Number: CO20200020 08/28/2020

Superseded General Decision Number: CO20190020

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020
3	08/28/2020

ASBE0028-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73

CARP0055-002 11/01/2019

	Rates	Fringes
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CARPENTER (Drywall Hanging
Only).....\$ 29.95 10.99

* CARP1607-001 06/01/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 35.50	14.68

ELEC0068-012 06/01/2019

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 36.50	16.18

ELEV0025-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.53	35.245

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 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 31.07	10.70
50 tons and under.....	\$ 28.40	10.70
51 to 90 tons.....	\$ 28.57	10.70
91 to 140 tons.....	\$ 29.55	10.70

IRON0024-009 11/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.85	11.92

IRON0024-010 11/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 30.85	11.92

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 07/01/2019		
	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49

PLUM0003-009 06/01/2018		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

PLUM0208-008 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95

SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

SHEE0009-004 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.62	17.95

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: 08-21-2019**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$13.00	-
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		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$13.00	\$0.00

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



DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00

COVER LETTER

Dear Ms. Shaw,

I speak on behalf of the entire Four Star Drywall team in saying how thrilled we are to have been selected to respond to the DEN On-Call Painting and Coating RFP.

We look forward to showing the DEN team why Four Star Drywall is a strategic solution that will address the current and future challenges that DEN is facing for their DEN On-Call Painting and Coating demands.

Below are the topics that this proposal will address:

- Cost Effectiveness
- Four Star Drywall's Understanding of DEN Operations
- Approach and Work Plans
- Four Star Drywall Company Information

We have a team dedicated to this Paintings and Coatings currently working at DEN. Our intent is to keep this team solely dedicated to work at DEN.

Should you need any other information to move this process forward and further validate your decision, please let us know.

We are grateful for this opportunity with DEN.

Thank you for your time,

Stephen Chambers
Four Star Drywall

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DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



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 - e. Company Experience and Qualifications
 - f. Additional Information
- 2) Proposal Forms
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 - a. Commitment to SBE Participation
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DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



COST EFFECTIVENESS

Four Star Drywall believes that our 20 years of experience working at DEN is our greatest strength in providing a cost-effective project. Through this experience we have learned the following:

- Ability to pull historical cost information from prior projects in order to provide accurate pricing for projects
- Knowing the importance of planning such we can execute work in various disciplines one time without rework
- How to efficiently move around the airport at all hours of the day with minimal downtime
- We've learned to use the experiences previous projects to alert our clients of potential problems they may not have been aware of previously

We have completed painting projects of various sizes ranging from \$500 up to \$250,000. We have the ability to look back at the challenges associated with jobs within that price range and determine the best way to provide pricing. Thus we can create the most cost-effective approach to new projects.

The various sized projects will all require ample planning. Some of the challenges with smaller projects are determining when to best execute the work. Some of the challenges with the larger projects is the coordination required other trades and entities as well as adapt to the everchanging nature of these projects. Through knowing the project needs and planning we can provide an adequate amount of manpower to create the most cost-effective project.

Our experience with moving around the airport also gives us the ability to create cost-effective solutions. During a normal day at DEN our field teams may experience any of the following:

- Security (TSA and HSS)
- Passengers
- Other airport workers
- Baggage tugs
- Airplane traffic on the airfields
- Delays in travel due to weather conditions
- Material delivery within the secured portion of the airfield
- Travel within the tunnels

DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



Knowing how to deal with, and at times avoid these experiences gives us an advantage on how to work efficiently and keep costs down.

There have been times where our potential clients aren't aware of the potential challenges that they may face on an upcoming project. We have been able to draw on our experience many times and alert clients of problems that we have experienced on similar jobs in the past. Knowing the potential challenges and having open dialogue is valuable tool in working efficiently and keeping costs down for a project.

DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



UNDERSTANDING THE PROJECT

Having performed similar services for a number of public and private entities, the Four Star Drywall Team understands the significance of the requested services, and the challenges and opportunities for providing these services while working at DEN.

We understand that the scope of this RFP includes the provision of individuals experienced in both providing a quality product combined with schedule efficiency, in order to deliver the following:

- » Successful and on time completion of projects in one of the busiest airports in the country
- » Working with DEN's facilities teams to coordinate and perform activities within a facility in a manner that provides seamless support for uninterrupted airport operations
- » Management of schedule, cost, priorities, and resource management as related to facilitation of the requested work

We understand and recognize the complexities, cross-functional dependencies, and the diverse nature of all of stakeholders associated with the business functions of the airport. Further, Four Star Drywall understands that the first task in delivering services to DEN is the provision of highly skilled staff that can help DEN determine the best way to provide Painting and Coating Services. We understand that this scope is likely to include a multitude of different painting and coating opportunities at numerous locations within the airport. We understand that the likely services will require adaptation to differing needs of various facilities and we have a great deal of experience anticipating the various needs of the different facilities and areas at DEN.

We have a plethora of tools and techniques for addressing potential challenges:

CHALLENGE #1

Managing Work Activities to Meet Task Milestones/Deliverable Due Dates and Ensuring Delivery of High Quality Services

FOUR STAR DRYWALL TOOLS AND TECHNIQUES

Our Field supervisors will coordinate and manage the team's responsibilities and deliverables to meet the task requirement as established by DEN. They will meet with the DEN manager to develop the final management work plan and establish goals and objectives. Through regular meetings and communication, our Field Supervisors will coordinate with our field team and open

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DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



and frequent communication with DEN. Communicating status is critical to maintaining an integrated and collaborative working relationship with DEN.

CHALLENGE #2

Quality Assurance/ Quality Control

FOUR STAR DRYWALL TOOLS AND TECHNIQUES

We are committed to providing high performing staff to execute high quality professional services. To accomplish this goal, we will set forth minimum standards including:

- » A work plan developed for all tasks
- » An initial project kick-off conversation held prior to commencing work to ensure expectations and deliverable requirements are clearly communicated to DEN and Facilities teams
- » Periodic check ins with DEN to review progress and assess resource needs
- » In-house reviews of progress by field teams and compliance with quality standards
- » Regular and periodic training in new systems

The field supervisor and key staff are responsible for quality control on the assignment and overall quality control.

CHALLENGE #2

Performing Services in in an Operational Facility

FOUR STAR DRYWALL TOOLS AND TECHNIQUES

Four Star has worked at the DEN for over 20 years. We understand that continuous uninterrupted operations are a key demand to the airport. We have found ways efficiently move around the airport and complete our projects without interruption of passenger travel. Throughout the years we have learned that many projects require after hours work and also construction of temporary barricades as well as other methods.

DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



PROPOSED WORK PLAN AND APPROACH

Our team is assembled to address the requirements we anticipate associated with the RFP. We have committed highly qualified expertise in the paintings and coatings industry. We provide a valuable library of experience and a tremendous depth of resources to meet any challenges that may be encountered while performing services at DEN.

The Four Star Drywall Team includes a depth of resources in order to demonstrate our competencies and ability to staff any specific needs that would arise during our assigned scope.

Our staffing and management approach to projects is structured in the following tasks:

1. **Kickoff** – Confirming objectives of the project, the approach and timeline, and the communications plan.
2. **Information Gathering** – Reviewing contract documents and coordinate with DEN and Facility stakeholders to determine organizational objectives, stakeholder needs and constraints, and existing conditions. Review materials to be used an availability.
3. **Project Implementation/Startup and Training** – Ensure project starts off correctly and employees have proper training and tools.
4. **Start Project Coordination and Ongoing Support** – Provide methods to ensure that regular checks in are conducted both internally and externally as well as ensure project is proceeding as planned.

The following describes our proposed approach to each of the tasks, which are reflected in a timeline on the accompanying preliminary schedule at the end of this section.

Task 1 – Kickoff

In order for the required services to be successful, consistent coordination and communication between DEN and the Four Star Drywall Team is key. Shortly after notice to proceed or contract, we will request a kickoff meeting among Four Star Drywall field team and DEN Stakeholders. The objective of the kickoff meeting is to establish the following:

- » Communications plan including, key points of contact, and communication protocols to be used.
- » Confirmation of the objectives of the project. What is DEN’s vision for how the project will be executed. How does DEN want to see a successful project?
- » What are the key areas of interest and concern for DEN that need to be addressed.

DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



Task 2 – Information Gathering

The next step in the review is the information gathering process. This involves collaborating with DEN and any facility stakeholders project specific requirements and needs. Documents and data will be reviewed for scope of work pertaining to services and products that Four Star Drywall will provide.

- » Review of contract documents for scope of work and materials and services to be provided.

The last part of this step is to ensure the scope of work provided by Four Star is in line with the expectations of DEN and the facility stakeholders.

Task 3 - Implementation and Training

Four Star Drywall Team will evaluate the scope of work and determine what (if any) training needs will need to be provided for our Field Team. Often times there can be specialty coatings and paints that need some level of product training from the manufacturer. We will ensure that employees are adequately trained and prepared for the scope of the project.

Task 4 – Project Start and Ongoing Coordination Support

The Four Star Field Team will work internally to ensure the project starts accordingly to plan. Regular check ins with DEN will be conducted to ensure expectations are being met and project is on track for success. Additionally, the Four Star Team will provide ongoing support and staff augmentation as necessitated by the project.

DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



KEY PERSONNEL

Our team is assembled to meet the demands of any project DEN might have. Everyone on the team has a vast range of experience with paintings and coatings at DEN.

Four Star Drywall has 15 badged employees that can work on Painting and Coating Projects at DEN. Our employees have worked on projects at DEN from all different sizes and are accustomed to off hours work.

FOUR STAR DRYWALL DEN OPERATIONS TEAM

Stephen Chambers
Director of Operations for DIA

Tomas Retana
Painting Operations Manager

Breck Dane
DIA Sr. Project Manager

Paul Uribe Mendoza
DIA Field Supervisor

Paul Uribe Mendoza, Jr.
DIA Field Supervisor



DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00

STEPHEN CHAMBERS

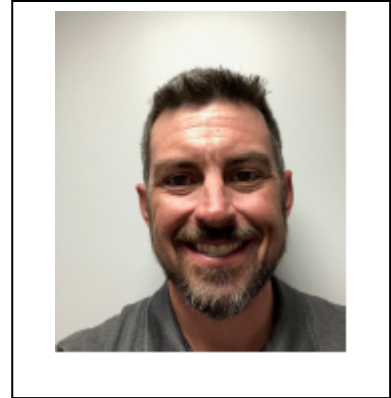
Director of Operations – DIA

Years with Company: 3 Years
Construction Experience: 20 Years

TRAINING/EDUCATION:

B.S Construction Management, Colorado State University

PROJECT EXPERIENCE:



Denver International Airport | Denver, Colorado | \$10,000-\$15M+

Four Star has been working at DIA for 18 years and projects range from tenant improvements for concessionaires and airlines as well as large projects for the airport including the East concourse expansion projects and Great Hall Buildout.

FAA ATCT Improvements| Denver, Colorado | \$1.1M

This project includes renovations of the Denver International Airport air traffic control tower FAA. Project included upgrades of the finishes in the top of the tower. Project hours had to be extremely flexible due to the nature of working with Air Traffic Controllers that couldn't be shut down.

Faegre Baker Daniels TI Buildout | Denver, Colorado | \$1.2M

This project included tenant improvements for a legal firm. Project was located in levels 33-36 of the Hines Tower in downtown Denver. Project challenges involved logistics with working in an occupied building. Project finishes were high end and schedule was aggressive in order to meet the client's needs.

Colorado Rockies Clubhouse/Scoreboard Improvements | Denver, Colorado | \$9M

This project included renovations of the Colorado Rockies Club House and Scoreboard. The Club House was renovated with high end finishes for the baseball players. The scoreboard project included adding structural steel and a new video board that was 3 times the size of the old one. Project was completed in one off season (5months).

DEN CUP R-22 Replacement | Denver, Colorado | \$155,000

This project included high performance coatings to be applied to the condenser water piping in the Central Utility Plant at DEN. Project challenges included access. Coatings applied to metal pipes were a three part system.

DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



Tomas Retana

Painting Operations Manager

Years with Company: 16 Years

Construction Experience: 25 Years



PROJECT EXPERIENCE:

Denver International Airport | Denver, Colorado | \$10,000-\$15M+

Four Star has been working at DIA for 18 years and projects range from tenant improvements for concessionaires and airlines as well as large projects for the airport including the C-East and B-East concourse expansion projects and Great Hall Buildout.

Gaylord of the Rockies Convention Center

This project included all paintings and wallcoverings in the new buildout of the 780,000 SF Gaylord of the Rockies Convention Center

DEN CUP R-22 Replacement | Denver, Colorado | \$155,000

This project included high performance coatings to be applied to the condenser water piping in the Central Utility Plant at DEN. Project challenges included access. Coatings applied to metal pipes were a three part system.

Faegre Baker Daniels TI Buildout | Denver, Colorado | \$1.2M

This project included tenant improvements for a legal firm. Project was located in levels 33-36 of the Hines Tower in downtown Denver. Project challenges involved logistics with working in an occupied building. Project finishes were high end and schedule was aggressive in order to meet the client's needs.

1800 Larimer Tenant Improvements | Denver, Colorado | \$9M

This project tenant improvements of 16 floors of the 1800 Larimer project. Project was fast paced with an aggressive schedule to meet client needs.

DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



Paul Uribe
Field Supervisor

Years with Company: 20 Years
Construction Experience: 26 Years



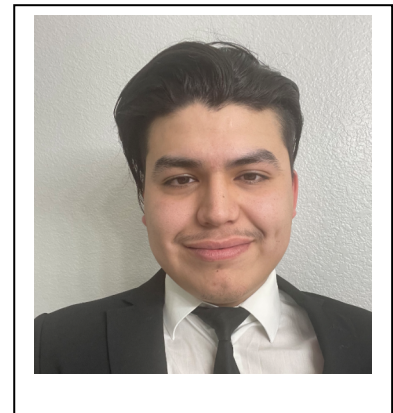
PROJECT EXPERIENCE:

Denver International Airport | Denver, Colorado | \$10,000-\$15M+

Four Star has been working at DIA for 18 years and projects range from tenant improvements for concessionaires and airlines as well as large projects for the airport including the C-East and B-East concourse expansion projects and Great Hall Buildout.

Paul Uribe Mendoza, Jr.
Field Supervisor

Years with Company: 4 Years
Construction Experience: 4 Years



PROJECT EXPERIENCE:

Denver International Airport | Denver, Colorado | \$10,000-\$15M+

Four Star has been working at DIA for 18 years and projects range from tenant improvements for concessionaires and airlines as well as large projects for the airport including the C-East and B-East concourse expansion projects and Great Hall Buildout.

American Express Centurion Lounge – DEN Concourse C | Denver, Colorado | \$125,000

This project included high build out of luxury travelers lounge in Concourse C at DEN. Project had high end paint and wallcovering finishes and schedule was extremely aggressive.

DEN CUP R-22 Replacement | Denver, Colorado | \$155,000

This project included high performance coatings to be applied to the condenser water piping in the Central Utility Plant at DEN. Project challenges included access and coatings applied to metal pipes were a three part epoxy system.

DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



COMPANY EXPERIENCE

Four Star Drywall has been successfully working on paintings and coatings projects since 2005. We have completed projects ranging in size from \$500 up to \$3.1M.

PROJECT EXPERIENCE

PROJECT: DEN CUP R-22 Central Utility Plant (2019-2020)

DESCRIPTION: High Performance Coatings on Condenser Piping and Epoxy Floor Coatings

LOCATION: Denver International Airport, Denver, Colorado

SCOPES: High Performance Coatings

OWNER NAME: Hensel Phelps, Cameron Pritekal, (720) 255-7554

CONTRACT VALUE: \$165,000

OUTCOME: Success Project Turnover and Satisfied Client

PROJECT: DEN Concourse B Boiler Replacement (2020)

DESCRIPTION: Application of High Performance Coatings on Steel Supports and Epoxy Floor Coatings

LOCATION: Denver International Airport, Denver, Colorado

SCOPES: High Performance Coatings

OWNER NAME: Gilmore Construction, Steve King (303) 913-5534

CONTRACT VALUE: \$49,000

OUTCOME: Success Project Turnover and Satisfied Client

PROJECT: American Express Centurion Lounge (2020)

DESCRIPTION: Painting of High End Air Traveler Sky Lounge

LOCATION: Denver International Airport Concourse C, Denver, Colorado

SCOPES: Painting and Wallcovering

OWNER NAME: Swinerton, Brent Barnes, (720)626-1137

CONTRACT VALUE: \$110,000

OUTCOME: Success Project Turnover and Satisfied Client

PROJECT: Denver International Airport Misc Projects (2017-CURRENT)

DESCRIPTION: Misc Painting and Maintenance Projects for Concessionaires at DEN

LOCATION: Denver International Airport, Denver, Colorado

SCOPES: Painting

OWNER NAME: Wilderness Construction, Tom Ochs (303) 591-7251

CONTRACT VALUE: \$200-\$20,000

OUTCOME: Many successful projects



DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00

PROJECT: Concourse C Expansion Project (2020-CURRENT)

DESCRIPTION: 20 Gate Expansion of Concourse C East

LOCATION: Denver International Airport, Concourse C

SCOPES: Painting, Sealing, Epoxy/Resinous Flooring

OWNER NAME: Holder, FCI, Michaela Player, (913) 944-1042

CONTRACT VALUE: \$3,100,000

OUTCOME: Ongoing project

PROJECT: SWA Ground Operations Renovations (2019-2020)

DESCRIPTION: Painting of Phased Office Buildout for Southwest Airlines

LOCATION: Denver International Airport, Concourse C, Denver, Colorado

SCOPES: Painting

OWNER NAME: FCI Constructors, Adam Rowley, (970) 773-4959

CONTRACT VALUE: \$185,000

OUTCOME: Success Project Turnover and Satisfied Client

PROJECT: FAA Air Traffic Control Tower Renovations (2019-2020)

DESCRIPTION: Remodel of Operational Air Traffic Control Tower

LOCATION: Denver International Airport, Concourse C, Denver, Colorado

SCOPES: Painting

OWNER NAME: Wilderness Construction, Tom Ochs (303) 591-7251

CONTRACT VALUE: \$175,000

OUTCOME: Success Project Turnover and Satisfied Client

PROJECT: Faegre-Baker-Daniels Tenant Improvements (2018-2019)

DESCRIPTION: Three level Tenant Improvement for Law Firm in 40 Story Highrise

LOCATION: 1144 15th Street, Denver, Colorado, 80202

SCOPES: Painting

OWNER NAME: Mortenson Construction, James Scheiner (703) 209-2140

CONTRACT VALUE: \$200,000

OUTCOME: Success Project Turnover and Satisfied Client

PROJECT: Gaylord of the Rockies Convention Center (2015-2018)

DESCRIPTION: 750,000 SF Convention Center

LOCATION: Denver, Colorado

SCOPES: Paintings, Sealers and Wall Coverings

OWNER NAME: Wellbro, Michael Renella (720) 822-7884

CONTRACT VALUE: \$3,000,000



DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00

PROJECT: Byron Rogers Courthouse
DESCRIPTION: Renovation of Federal Courthouse
LOCATION: 1961 Stout Street, Denver, Colorado, 80294
SCOPES: Painting
OWNER NAME: Mortenson Construction, Michael Finn, (720) 662-1086
CONTRACT VALUE: \$300,000
OUTCOME: Success Project Turnover and Satisfied Client

PROJECT: Ralph Carr Justice Center
DESCRIPTION: New Buildout of Colorado Judicial Center
LOCATION: 2 E 14th Ave, Denver, Colorado, 80203
SCOPES: Painting
OWNER NAME: Mortenson Construction, Jason Miller, (719) 377-7730
CONTRACT VALUE: \$1,150,000
OUTCOME: Success Project Turnover and Satisfied Client

PROJECT: 1800 Larimer (2009-2010)
DESCRIPTION: Tenant Improvement of 14 Floors of a 23 Story Highrise
LOCATION: 1800 Larimer, Denver, Colorado, 80202
SCOPES: Painting
OWNER NAME: Mortenson Construction, Allyson Gutierrez, (303) 917-7536
CONTRACT VALUE: \$800,000
OUTCOME: Success Project Turnover and Satisfied Client

DEN ON-CALL PAINTING AND COATINGS

RFP #202056275-00



ADDITIONAL INFORMATION

Nothing included in this section

VI. ATTACHMENT 2, PROPOSAL FORMS
Attachment 2, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: FOUR STAR DRYWALL Date: 2/12/21

Michael Sheehan, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated December 14, 2020, for RFP NO. 202056275, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: N/A

The undersigned certifies that he/she has examined and is fully familiar with the proposal documents and has satisfied him/herself with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: 

Type or print name: STEPHEN CHAMBERS

Proposer's Business Address: 22910 DAYTON STREET, AURORA, CO 80010

E-mail address: steve.chambers@fourstardrywall.com

Attachment 1, Part 2 Proposal Data Form

**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: Four Star Drywall

Proposer Address: 2290 Dayton Street, Aurora, Colorado, 80010

Phone: 303-238-5594 Fax _____

Email: steve.chambers@fourstardrywall.com

Federal Identification Number: 84-1476508

Principal in Charge (Name & Title): Ricardo Ruvalcaba - CEO

Project Manager for this RFP (Name & Title): Stephen Chambers - Director of Operations DIA

Equal Employment Opportunity Officer: Mirna Ramirez

Name(s) of Professional and Public Liability Insurance Carrier(s):

Mountain West Insurance and Financial Services, LLC

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

If this is a corporation, then you are the (check one):

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature  Title Director of Operations DIA

Print Name Stephen Chambers

Date 2/12/2021

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that Four Star Drywall (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature  Title Director of Operations DIA

Print Name Stephen Chambers

Date 2/12/2021

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

Attachment 1, Part 4 Conflict of Interest

**City and County of Denver
Denver International Airport
(Please use this form)**

If no conflict of interest exists in accordance with III-25, please sign affirmation statement.

The undersign affirms that Four Star Drywall (Proposer) does not currently have existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates or subsidiary corporations, that might create a conflict of interest if this contract is awarded to Proposer.

Signature 

Title Director of Operations DIA

Print Name Stephen Chambers

Date 2/12/2021

If disclosure of potential conflict(s) of interest is required in accordance with III-25, please use the following space to provide information. If Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it or others could take to mitigate the conflict. If additional space is needed, please attach additional pages.

Contract No. _____ Contract Name: _____

Description of conflict: _____

Proposed mitigation: _____

Contract No. _____ Contract Name: _____

Description of conflict: _____

Proposed mitigation: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Four Star DRYwall LLP</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>2290 Dayton St.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Aurora, CO 80010</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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or										
Employer identification number										
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8	4	-	1	4	7	6	5	0	8	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 01-20-2021</p>
------------------	------------------------------------	---------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

FOUR STAR DRYWALL LLP

is a

Limited Liability Partnership

formed or registered on 03/07/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141157947 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/24/2020 that have been posted, and by documents delivered to this office electronically through 02/26/2020 @ 08:19:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/26/2020 @ 08:19:17 in accordance with applicable law. This certificate is assigned Confirmation Number 12110743 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO SBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the SBE participation. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. [Please check the appropriate box(es)]:

COMPLETE IF YOU ARE AN SBE PRIME:

The City and County of Denver requires that each Bidder/Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the project.

The Bidder/Proposer is a certified SBE with the City and County of Denver and is committed to self-performing 100 %.

The Bidder/Proposer is committed to utilizing SBE subcontractors, subconsultants and/or suppliers, committing to ___% Additional SBE Participation on the contract.

Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their SBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this SBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm): Four Star Drywall

Firm's Representative: Stephen Chambers

Title: Director of Operations DIA

Signature (Firm's Representative): 

Date: 2/12/21

Address: 2290 Dayton Street

City: Aurora

State: Colorado

Zip: 80010

Phone: 303-238-5594

Email: steve.chambers@fourstardrywall.com

84-1476508




**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS**

City & County of Denver Contract No.: 202056275

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm: Four Star Drywall	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Stephen Chambers		
Signature: 	Date: 2/12/21	
Address: 2290 Dayton Street		
City: Aurora	State: Colorado	Zip: 80010
Phone: 303-238-5594	Email: steve.chambers@fourstardrywall.com	
Total Proposed Contract Value \$: TBD	Self-Performing Contract Value \$:	

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	
Phone:	Email:
Type of Service:	

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	
Phone:	Phone:
Type of Service:	

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	
Phone:	Phone:
Type of Service:	



Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
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Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
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Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

May 27, 2020

Ricardo Ruvalcaba
Four Star Drywall LLP DBA n/a
2290 Dayton Street
Colorado
Aurora, CO 80010-4618

Dear Ricardo Ruvalcaba:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Four Star Drywall LLP DBA n/a for certification as a Small Business Enterprise (SBE). Four Star Drywall LLP DBA n/a will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

May 27, 2020 to July 14, 2021

Listed below is each NAICS code for which Four Star Drywall LLP DBA n/a is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

NAICS 238130: FRAMING CONTRACTORS
NAICS 238310: ACOUSTICAL CEILING TILE AND PANEL INSTALLATION
NAICS 238310: DRYWALL CONTRACTORS
NAICS 238320: PAINTING (EXCEPT ROOF) CONTRACTORS
NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



May 27, 2020

Ricardo Ruvalcaba
Four Star Drywall LLP DBA n/a
2290 Dayton Street
Colorado
Aurora, CO 80010-4618

Dear: Ricardo Ruvalcaba:

The Division of Small Business Opportunity is pleased to inform you that Four Star Drywall LLP DBA n/a is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Four Star Drywall LLP DBA n/a is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 238130: FRAMING CONTRACTORS
NAICS 238310: ACOUSTICAL CEILING TILE AND PANEL INSTALLATION
NAICS 238310: DRYWALL CONTRACTORS
NAICS 238320: PAINTING (EXCEPT ROOF) CONTRACTORS
NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS

The anniversary date of your firm's DBE certification is July 14, 2021. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



May 27, 2020

Ricardo Ruvalcaba
Four Star Drywall LLP DBA n/a
2290 Dayton Street
Colorado
Aurora, CO 80010-4618

Dear Ricardo Ruvalcaba:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Four Star Drywall LLP DBA n/a for certification as a **Minority/Women Business Enterprise (M/WBE)**. Four Star Drywall LLP DBA n/a will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

May 27, 2020 to July 14, 2021

Listed below is each NAICS code for which Four Star Drywall LLP DBA n/a is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

NAICS 238130: FRAMING CONTRACTORS
NAICS 238310: ACOUSTICAL CEILING TILE AND PANEL INSTALLATION
NAICS 238310: DRYWALL CONTRACTORS
NAICS 238320: PAINTING (EXCEPT ROOF) CONTRACTORS
NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

Reference #	13595828
Status	Complete
Business Email Address	steve.chambers@fourstardrywall.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation.	steve.chambers@fourstardrywall.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	DEN On-Call Painting and Coating
Solicitation No. (Check Below if Not Applicable)	202056275
Name of Your Company	Four Star Drywall
What Industry is Your Business?	Construction/Landscape/Maintenance Services
Address	2290 Dayton Street
City	Aurora
State	Colorado
Zip Code	80010
Other (if not state, enter country, province, etc. here)	United States
Business Phone Number	303-238-5594
1. How many employees does your company employ?	Over 100
Number of Full Time:	100
Number of Part Time:	5
2. Do you have a Diversity and Inclusiveness Program?	Yes
2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities?	Yes
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)	Four Star Drywall is a certified M/WBE, DBE, and SBE Subcontractor within the City and County of Denver. Four Star Drywall has developed a program that focuses on including our employees in the opportunities that we pursue. One of our largest differentiators in this program is that we self perform all of our work. For us, this allows us to participate in the program and strengthening the community by keeping our employees busy and working. Four Star Drywall does have employee apprenticeship options and we have also mentored

	other SBE certified companies in the past to help them grow their companies through our experience.
4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)	Employee Training
5. How often do you provide training and diversity and inclusiveness principles?	Other (as needed and with new employees)
5.1 What percentage of the total number of employees generally participate?	26-50%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)	Many times we try to utilize diversity in our supply chains for materials and equipment.
7. Do you have a diversity and inclusiveness committee?	Yes
7.1 If Yes, how often does it meet?	Other (As needed)
8. Do you have a budget for diversity and inclusiveness efforts?	No
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	No
I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	Stephen Chambers
Today's Date	02-11-2021
Last Update	2021-02-11 10:53:58
Start Time	2021-02-11 07:59:22
Finish Time	2021-02-11 10:53:58
IP	67.172.138.166
Browser	IE
Device	Desktop

Referrer

<https://fs7.formsite.com/CCDenver/form161/index.html>

Exhibit I

Four Star Drwywall

Core Staff Labor Rate Schedule

	Select the Consultant / Company (Use the elevator bar to get to the top of the list)	Enter the Employee Name	Select the appropriate Job Title	If "Other" is selected in column 'D' enter actual Job Title	Select the appropriate Experience Level	Enter the Employee Hourly Wage (Salary / 2,080)	Multiplier Factor	Hourly Rate Charged to the City
1	Four Star Drywall - Field	Celso Martinez	Other	Painter	Level III, Full Experience	\$28.91	1.7684	\$51.12
2	Four Star Drywall - Field	Juan Hernandez	Other	Painter	Level III, Full Experience	\$28.91	1.7684	\$51.12
3	Four Star Drywall - Field	Martin Francisco Martin	Other	Painter	Level III, Full Experience	\$28.91	1.7684	\$51.12
4	Four Star Drywall - Field	Daniel Francisco	Other	Painter	Level III, Full Experience	\$28.91	1.7684	\$51.12
5	Four Star Drywall - Field	Everardo Castillo	Other	Painter	Level III, Full Experience	\$28.91	1.7684	\$51.12
6	Four Star Drywall - Field	Pedro Amaya	Other	Painter	Level III, Full Experience	\$28.91	1.7684	\$51.12
7	Four Star Drywall - Field	David Dean	Other	Painter	Level III, Full Experience	\$28.91	1.7684	\$51.12
8	Four Star Drywall - Field	Paul Uribe	Other	Painter	Level III, Full Experience	\$30.00	1.7684	\$53.05
9	Four Star Drywall - Field	Paul Uribe Mendoza Jr	Other	Painter	Level III, Full Experience	\$30.00	1.7684	\$53.05
10	Four Star Drywall - Field	Rodrigo Diaz De Leon	Other	Painter	Level III, Full Experience	\$30.00	1.7684	\$53.05
11	Four Star Drywall - Field	Gerardo Deras	Other	Painter	Level III, Full Experience	\$28.91	1.7684	\$51.12
12	Four Star Drywall - Field	Harvey A Rosas Franco	Other	Painter	Level III, Full Experience	\$28.91	1.7684	\$51.12
13	Four Star Drywall - Field	Franklin Palacios	Other	Painter	Level III, Full Experience	\$28.91	1.7684	\$51.12
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Exhibit J

ON-CALL CONSTRUCTION

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: January 2021

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

1.2 GENERAL SCOPE

1.2.1 The Airport maintains on-call construction contracts to provide various construction work on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems and may involve various disciplines depending on the scope of the contract, including structural; mechanical; electrical; plumbing; life safety; fire alarm; fire protection; controls and automation; telecommunications; interior finishes; demolition; site surveying; site preparation, and materials testing. Conducting this construction work may include pre-construction planning; scheduling; cost estimating; permitting; mobilization; self-performance of work; subcontractor management; site supervision; quality control planning and management; safety planning and management; coordination with DEN stakeholders; participation in construction update meetings; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the design phase of a project by providing pre-construction services.

1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

1.2.3 The term "Task Order" when it is used in this Agreement includes all of the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President of Airport Infrastructure Management Development (SVP of AIM Development) or the designated DEN representative.

1.2.4 Since this is a contract for on-call services, the Contractor is not guaranteed nor entitled to the issuance of any Task Orders. Task Orders may be negotiated with this or another existing On-Call Contractor or bid between existing On-Call Contractors and/or other active airport contractors.

2 CONTRACTOR'S SPECIFIC SCOPE OF WORK

2.1 CONTRACTOR SERVICES

2.1.1 The Contractor, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide construction work for specific task scopes of work. The Contractor must be a licensed general contractor in the State of Colorado and City and County of Denver. The Contractor's work performance requirements are detailed in, and its activities will comply with, the Agreement, the Denver Standard Specifications for Construction General Contract Conditions (referred to here as the General Conditions) and any other applicable Federal, state, and local Executive Orders, rules, regulations, or standards as specified in the Task Order.

2.1.2 Specific task scopes of work, which will be issued with a Task Notice for Proposal (TNP), may include but are not limited to the following:

- 2.1.2.1 Pre-construction planning
- 2.1.2.2 Scheduling
- 2.1.2.3 Cost estimating
- 2.1.2.4 Permitting
- 2.1.2.5 Mobilization
- 2.1.2.6 Self-performance of work
- 2.1.2.7 Subcontractor management
- 2.1.2.8 Site supervision
- 2.1.2.9 Quality control planning and management
- 2.1.2.10 Safety planning and management
- 2.1.2.11 Coordination with DEN stakeholders
- 2.1.2.12 Participation in construction update meetings
- 2.1.2.13 Pre-construction services
- 2.1.2.14 Closeout activities

2.1.3 Project Controls Requirements: The Contractor will be required to use the designated Project Management Information System (PMIS) and Primavera P6 compatible to comply with the requirements of DEN's Project Controls System. The PMIS is AIM Development's tool for project and information management, data analysis, and document control. DEN will be responsible for providing the licensing and training for PMIS. The Contractor will be responsible for providing a compatible Primavera P6 for its use. The Contractor will also be responsible for providing and maintaining the computer hardware, software, and system environment capable of supporting Project Controls System requirements. This is the only project management system that will be accepted.

2.2 TASK ORDER SCOPE OF WORK

2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Contractor a Task Notice for Proposal (TNP) for each specific Task Order. The Contractor will prepare and submit a Task Order cost proposal using the Standard On-Call Construction Proposal Form and its Task Order construction schedule within

14 days of receipt of the signed TNP, unless an alternate delivery duration is defined by the DEN Project Manager in the TNP. TNP's may not always result in an executed Task Order.

- 2.2.2 The Consultant shall provide a cost proposal that includes the following:
 - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subcontractors.
 - 2.2.2.2 A completed Standard On-Call Cost Proposal Form broken down by personnel pay classifications, agreed hourly billing rates, markups, schedule, and hours necessary to complete the Task Order scope of work. The proposal may not necessarily require utilization of the rates and markups submitted in the initial On Call Construction contract.
 - 2.2.2.3 A schedule identifying all phases of scope of work.
 - 2.2.2.4 Identification of lump sum not to exceed Task Order cost.

2.3 TASK NOTICE FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the Contractor's submittal, including the cost proposal and Task Order construction schedule. DEN may issue the same TNP to multiple on-call contractors in order to compete the work among multiple candidates. Once selected to proceed, the Contractor will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed (NTP) letter through DEN's PMIS. In the event of approval of the Contractor's proposal, the Contractor will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.
- 2.3.2 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Contractor will be provided those specifications and criteria, or other applicable criteria, for the execution of each assigned Task Order(s). Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.
- 2.3.3 Following this agreement, the Contractor acknowledges that the construction of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the execution of the Task Order according to the rules, regulations, and laws governing its activities.
- 2.3.4 With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to

complete the remaining work. In the event the completion date for a particular Task Order extends beyond the Expiration Date and the Agreement is thereby extended, the Task Orders still being performed shall be performed on the previously-issued terms and Contractor shall not be entitled to any modifications to the unit prices or other amounts except those required by Prevailing Wage law, approved hourly rate increases pursuant to the Agreement, or any additional compensation for extended overhead or added costs.

2.4 CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Contractor will assign a lead project manager to this Agreement who has experience and knowledge of construction industry standards. The project manager will be the contact person in dealing with the City on matters concerning this Agreement and will have the full authority to act for the Contractor's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Contractor, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.
- 2.4.2 Should the City request the removal of a project manager, the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.4 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative. The hourly rate for the new project manager shall be approved by AIM Development, and it will not exceed the rate for the outgoing project manager. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Contractor or its project manager.

2.5 DILIGENCE

- 2.5.1 The Contractor will perform the work defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.
- 2.5.2 The Contractor shall submit a current status of the project per Task Order at any time requested by the DEN Project Manager.

2.6 COOPERATION

- 2.6.1 The Contractor will fully cooperate and coordinate with other Contractors and approved DEN consultants performing work at DEN, particularly those consultants and contractors whose work connects or interfaces with the Contractor's Task Order scope of work. The Contractor's cost proposal for each Task Order will include coordination with contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a cost proposal.

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available documents, when they exist, related to that specific Task Order scope of work, such as
 - 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)
 - 3.1.1.2 Available BIM files for areas of work (Task Order Specific)
 - 3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)
 - 3.1.1.4 3-D Scans of spaces (Task Order Specific)
- 3.1.2 Information Gathering: The Contractor will include in its cost proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information at DEN. This will include, but not be limited to review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Contractor's Task Order cost proposals will always include field verification of existing conditions as defined in each TNP. Once NTP is received by the Contractor, the Contractor will begin the Task Order as-builts.

3.2 AIRPORT SECURITY REQUIREMENTS

- 3.2.1 Airport Badges: The Contractor will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original TNP documents, and DEN and Federal Aviation Administration rules and regulations.

4 TASK ORDER EXECUTION

4.1 TASK ORDER NOTICE TO PROCEED

- 4.1.1 Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. This written notification will come in the form of a NTP letter through DEN's PMIS. The Consultant will not be authorized to proceed with the work described in this Agreement, including a particular TNP and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 4.1.2 Kick-off meeting: Upon written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor

and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Contractors as necessary.

- 4.1.3 Schedules: Immediately following the kick-off meeting, the Contractor shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

4.2 CONSTRUCTION

- 4.2.1 Required Documentation: Unless specifically identified in the TNP, refer to the project specifications for specific documentation requirements.
- 4.2.2 Submittals: Upon receipt of the executed Task Order and NTP letter, the Contractor will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and shall be managed through the PMIS. All submittals shall include forms as directed by the Project Manager.
- 4.2.3 Contractor Change Request: Changes to the scope of work initiated by the Contractor will be issued to DEN's Project Manager via PMIS pursuant to the General Conditions, as modified by any Special Conditions. The request will include a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist, all required documents as listed in the checklist, and a Standard On-Call Cost Proposal Form reflecting all costs associated with the change. Initiation of this request does not guarantee work request acceptance or grant schedule relief. Approval of the Contractor Change Request will be only be received by the Contractor through an executed Task Change Order in PMIS. The Consultant cannot proceed on any work changes without an executed Task Change Order. See General Conditions 1103 for further details.
- 4.2.4 Change Directive: A change directive is a written order, issued by the DEN Project Manager through PMIS, which directs the contractor to commence a change in the scope of work prior to complete agreement on or execution of a Task Change Order as provided in the General Conditions. Upon receipt of a change directive, the contractor will reply with a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist and all required documents as listed in the checklist. Unless and until a completed change order is executed, all costs associated with the change will be tracked on a time and materials basis with a not-to-exceed maximum that is established by the DEN Project Manager. Final costs will be reconciled with the DEN Project Manager and a Task Change Order will be issued to finalize the change in scope. See General Conditions 1102 for further details.
- 4.2.5 Change Notice: A change notice is a written order, issued by the DEN Project Manager through Unifier, which directs the contractor to commence a change in the scope of work. The consultant cannot proceed on any work changes without an executed Task Change Order. Upon receipt of a change notice, the contractor will

reply with a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist, all required documents as listed in the checklist, and a Standard On-Call Cost Proposal Form reflecting all costs associated with the change. The DEN Project Manager will then issue a Task Change Order to finalize the change in scope.

- 4.2.6 Pre-Construction Services: The Contractor shall provide pre-construction services to the City at hourly rates on a time and materials basis with a not-to-exceed maximum. Hourly rates for schedules, pre-construction project managers, and estimators shall be agreed upon prior to issuance of the Task Order as well as reimbursable rates. Deliverables defined in the TNP may include but may not be limited to project schedules and plans; logistical review, long lead item procurement; project estimating; coordination with subcontractors; environmental testing; and investigative forensics.

4.3 TASK ORDER CLOSEOUT

- 4.3.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 4.3.2 Task Order Closeout Checklist: The Contractor will work with the Project Manager to address all items on the Closeout Checklist.
- 4.3.3 Task Order Final Payment: Final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Conditions 910.

5 REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

Form Names
Daily Quality Control Inspector Report
Daily DEN Time and Materials Report
Request for Substitution
Request for Information
Final Pay Application Checklist
Certificate of Substantial Completion
Certificate of Final Completion and Acceptance of Work
Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist
Task Notice for Proposal (TNP)
Closeout Checklist
Standard On-Call Cost Proposal Form
Shutdown Request Form

END OF EXHIBIT