



ON-CALL AIRFIELD CONSTRUCTION

CONTRACT NO. 201842969

TABLE OF CONTENTS

| | Page |
|--|-------------|
| I. SCHEDULE OF EVENTS..... | 4 |
| II. NOTICE OF REQUEST FOR PROPOSALS | 5 |
| III. CHECKLIST – REQUIREMENTS FOR PROPOSAL SUBMISSION | 8 |
| IV. INSTRUCTIONS TO PROPOSERS | 9 |
| IP–1 Instructions to Proposers..... | 9 |
| IP–2 Submission of Proposals | 9 |
| IP–3 Completing and Signing Proposal Forms | 9 |
| IP–4 Unacceptable Proposals..... | 10 |
| IP–5 Consideration of Proposals | 10 |
| IP–6 Informal and Unbalanced Proposals..... | 10 |
| IP–7 Preparation of Proposal – Proposal Narrative Content..... | 11 |
| IP–8 Notice to Selected Proposer – Execution of Contract | 17 |
| IP–10 Contract Procurement Website | 17 |
| IP–11 Interpretation of Proposal Documents..... | 17 |
| IP–12 Withdrawal of Proposal | 18 |
| IP–13 Subcontractor List in Proposal | 18 |
| IP–14 Taxes..... | 18 |
| IP–15 Nondiscrimination in the Award of City Contracts | 19 |
| IP–16 Minority and Women Business Enterprise (MBE/WBE) Requirements | 19 |
| IP–17 Diversity and Inclusiveness in City Solicitations..... | 25 |
| IP–18 Conformed Technical Specifications and Contract Documents..... | 25 |
| IP–19 Materials and Substitutions | 25 |
| IP–20 Permit Fees..... | 26 |
| IP–21 Wage Rate Requirements | 26 |
| IP–22 Construction Scheduling | 27 |
| IP–23 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion | 27 |
| IP–24 Payment & Performance Bonds..... | 27 |
| IP–25 Insurance Requirements and ROCIP Program and Safety Manual..... | 28 |
| IP–26 Evaluation of Proposals..... | 28 |
| IP–30 Invoicing | 29 |
| IP–31 Project Controls Requirements..... | 30 |
| V. REQUIRED PROPOSAL FORMS | 31 |
| Attachment 1, Part 1 Proposal Acknowledgement Letter..... | 31 |
| Attachment 1, Part 2 Proposal Data Form..... | 32 |

| | |
|--|-----|
| Attachment 1, Part 3 Disclosure of Legal & Administrative Proceedings & Financial Conditions | 34 |
| Attachment 1, Part 4 Proposal Declaration | 35 |
| Attachment 1, Part 5 List of Proposed Non-MWBE Subcontractors | 36 |
| Attachment 1, Part 6 Certification of Non-Segregated Facilities | 37 |
| Attachment 1, Part 7 Equal Opportunity Report Statement | 38 |
| Attachment 1, Part 8 Form W-9..... | 39 |
| Attachment 1, Part 9 Division of Small Business Opportunity (DSBO) Forms | 40 |
| Attachment 1, Part 10 Certificate of Insurance | 41 |
| Attachment 1, Part 11 Certificate of Good Standing | 42 |
| Attachment 1, Part 12 Diversity and Inclusiveness in City Solicitations..... | 43 |
| VI. PREVAILING WAGES..... | 44 |
| VII. CONTRACT..... | 45 |
| VIII. PAYMENT AND PERFORMANCE BONDS | 46 |
| IX. SCHEDULE OF RATES AND MARKUPS FORM | 47 |
| X. EXHIBIT A: SCOPE OF WORK | 51 |
| CONSTRUCTION CONTRACT GENERAL CONDITIONS 2011 EDITION | 52 |
| SPECIAL CONDITIONS..... | 60 |
| RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY | 77 |
| APPENDIX A: CITY & COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE ALL CONTRACTS | 83 |
| APPENDIX F: AFFIRMATIVE ACTION REQUIREMENTS..... | 86 |
| ATTACHMENT 1: STANDARD FEDERAL ASSURANCES..... | 93 |
| APPENDIX 1-A..... | 97 |
| APPENDIX 1-C..... | 99 |
| APPENDIX 1-D | 100 |
| APPENDIX 1-E..... | 101 |
| APPENDIX 1-F | 103 |
| APPENDIX 1-G | 104 |

I. SCHEDULE OF EVENTS

The following is a projected schedule of 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 Mountain Time Zone.

| Event | Date |
|-------------------------------|--------------------------------|
| Request for Proposal Issued | August 31, 2018 |
| Pre-Proposal Conference | September 7, 2018, 10:00 AM |
| Last Date to Submit Questions | September 17, 2018, by 2:00 PM |
| Proposals Due | September 27, 2018, by 2:00 PM |

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION - DENVER INTERNATIONAL AIRPORT
ON-CALL AIRFIELD CONSTRUCTION
CONTRACT NO. 201842969**

II. NOTICE OF REQUEST FOR PROPOSALS

Denver, Colorado

August 31, 2018

The Department of Aviation, City and County of Denver (City), has issued a Request for Proposals (RFP) for the construction project named above. Complete Contract Documents, including specifications and drawings, are available on the Denver International Airport (DEN) Contract Procurement website at <http://business.flydenver.com/bizops/rfp.asp> on or about August 31, 2018.

SEALED PROPOSALS will be received no later than **2:00 P.M. Mountain Time on September 27, 2018** and delivered to the attention of Tony Deconinck, Contract Administrator, Airport Office Building (AOB), Room 8810 at Denver International Airport, 8500 Peña Boulevard, Denver, CO 80249-6340.

Proposer shall submit two (2) electronic versions on USB flash drives of its proposal in response to the Narrative Proposal Contents (see Section IP-7 of the RFP) and all required Proposal Forms. Sealed envelopes containing this information should be labeled with the RFP name and number, along with the Proposer's company name.

In addition, Proposer shall submit one (1) electronic version on flash drives of completed, unlocked and un-password protected schedule of rates and markups in Excel-compatible format.

A **PRE-PROPOSAL CONFERENCE** is scheduled for September 7, 2018 at 10:00 a.m. in the triple wide trailer, located within the DIA South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (F.K.A. 27301 E. 71st Ave, Unit #2).

GENERAL STATEMENT OF WORK: The project will provide construction related tasks, primarily on the airfield (not including structures). These tasks will include, but are not limited to: demolition; earthwork and turf; concrete paving, asphalt paving; special structures (i.e. manholes and retaining walls); fencing; drainage, erosion controls and utilities; lighting and signage; pavement marking; spall and joint repair; joint and crack sawing, routing and sealing; traffic control and haul route monitoring; and mobilization.

PREQUALIFICATION:

Each Bidder must be pre-qualified in the special category of Concrete Airfield Paving at the \$6,000,000.00 level, in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Due to the specialized nature of this airfield project, a special category has been established.

As this is a specialized prequalification category, all Bidders must have submitted a prequalification application a minimum of ten (10) calendar days prior to the bid opening date. A Bidder who desires to

be prequalified in the Specialty Category of Concrete Airfield Paving must follow the application process, as detailed in the Rules for Prequalification of Construction Contractors, effective 4/1/2013.

The Prequalification process requires the Bidder to demonstrate experience in the Concrete Airfield Paving Category: Concrete runways, taxiways and aprons and/or related paving items, and concrete panel replacement. This includes associated excavation, full pavement section, and surface prep work. Experience in the use of FAA specifications and quality control requirements at a commercial airport.

This experience should be demonstrated by including with the prequalification application, at least three most recent projects in the last 5 years, any location, with a Construction Value at (or near) \$6M.

These project descriptions to be submitted with the Prequalification Application should contain the following information:

- Project names and dates of completion
- Project scopes of work
- Position on the project (Construction Manager, Prime General Contractor, Subcontractor, etc.)
- Reference contact information
- Project bid prices
- Project completion prices

To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification or call 720-865-2539 for prequalification.

COMPLIANCE WITH M/WBE REQUIREMENT: This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of twelve percent (12%) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved Division of Minority/Woman Owned Business Enterprise Compliance Plan (to be attached and incorporated as an exhibit). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition

of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City's right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

MISCELLANEOUS: As its best interests may appear, the City reserves the right to reject any or all proposals and to waive informalities in proposals. The work under the Contract is subject to minimum wage rates established by the City and County of Denver Career Service Board.

City & County of Denver

Tony Deconinck
Contract Procurement Administrator

III. CHECKLIST – REQUIREMENTS FOR PROPOSAL SUBMISSION

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 IP-7

- 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
 - Proposal Declaration
 - Certification of Non-Segregated Facilities
 - Equal Opportunity Report Statement
 - Form W-9
 - Certificate of Good Standing

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

- DSBO Forms
 - Commitment to DSBO Participation (completed, signed)

- Financial Forms (to be submitted on a separate flash drive from the proposal)
 - Schedule of Rates and Markups
 - Exhibit K
 - Exhibit L

IV. INSTRUCTIONS TO PROPOSERS

IP-1 Instructions to Proposers

These Instructions to Proposers (Instructions) are a part of the RFP Documents and are intended to serve as a guide to Proposers. They are general in nature and may be amended or supplemented as needed to support any one specific invitation to proposal. Each Proposer shall prepare its proposal in strict compliance with all requirements of the Contract Documents and by careful application of these Instructions.

IP-2 Submission of Proposals

In addition to the Proposer providing responses to the Narrative Content (see paragraph IP-7), the required Proposal Forms must be completed and submitted with its proposal.

In a sealed envelope indicating the RFP name and number, the Proposer shall submit two (2) electronic copies on flash drives of the proposal. The proposal shall include responses to the Narrative Content (see paragraph IP-7), and all of the required Proposal Forms must be completed. A hard copy of the proposal may also be submitted as backup to the required electronic copies.

In addition to the two (2) flash drives with the proposal, one (1) additional flash drive shall be submitted which contains the fully completed Exhibit K and Exhibit L information and the Schedule of Rates and Markups.

Any addenda to the RFP, Document Forms and/or Proposal Forms will be issued by publication in their entirety on the DEN Contract Procurement website at <http://business.flydenver.com/bizops/rfp.asp>. Such addenda may include replacements for or additions to some or all of the pages of the RFP, Contract Documents or Proposal Forms. Proposers must acknowledge in the Proposal Acknowledgement Letter (Attachment 2, Part 1) all addenda that were posted to the Contract Procurement website for this RFP. Failure to acknowledge receipt of any addenda issued may disqualify the proposal.

If Sensitive Security Information (“SSI”) will be provided to potential Proposers prior to award of a Contract, each Proposer shall be required to comply with Department of Aviation, Standard Policies and Procedures No. 6003, “Contractor Protection of Sensitive Security Information,” or its successor. A copy of the Policies and Procedures document will be provided upon request by the Department of Aviation, Business Management Services Office.

IP-3 Completing and Signing Proposal Forms

The Proposer must complete the Proposal Forms by legibly writing or printing in ink, words or figures or both, if required, all the Proposer’s offered prices for performing the Work. All blank spaces that require a response of the Proposer must be properly filled in. In filling out the

Proposal Forms, the Proposer should not make any strikeouts, interlineations, white outs or erasures.

Each Proposer must sign the Proposal Forms and provide Proposer's current business address. If an individual, the signature must be of the individual offering the Proposal. If a partnership, the signature must be that of a general partner. If a joint venture, each joint venture participant in their individual capacity must sign as a corporation, partnership or individual. If a corporation, both the president or a vice president and the secretary must sign, and the seal of the corporation must be affixed. Signatures of other persons may be acceptable if the proposal contains evidence satisfactory to the Department of Aviation's Chief Executive Officer (CEO) to prove that the other persons are authorized to bind the Proposer.

IP-4 Unacceptable Proposals

The City may not accept proposals from Proposers in arrears to the City upon debt or contract, or which are defaulters (as surety or otherwise) upon any obligation to the City, or that are deemed by the Department of Aviation's CEO to be unreliable. A history or pattern of litigation against the City by any Proposer, proposed subcontractor, interested party or any person, company or corporation affiliated with any Proposer, among other items, may be considered by the Department of Aviation's CEO in determining the responsibility and reliability of Proposers. Proposers may be required to submit satisfactory evidence that it has a practical knowledge of the particular work proposed upon and that it has the necessary financial resources to complete the proposed work.

IP-5 Consideration of Proposals

After Proposals are opened and read and any discrepancies have been reviewed, Proposals will be compared based on the evaluation factors stated herein.

Any Proposal discrepancy/ies that the City corrects in accordance with the general rules described above shall be corrected with the understanding that the selected Proposer waives any claims against the City because of the Proposer's mistakes in its proposal.

The City reserves the right to waive informalities, to reject any and all proposals and to advertise for new proposals where it is in the best interest of the City.

IP-6 Informal and Unbalanced Proposals

Proposals shall be considered informal and may be rejected for the following reasons:

- (1) If the proposal is on a form other than the Proposal Forms and/or Contract Documents furnished by the City, or if the form is altered or any part thereof is detached.
- (2) If there are unauthorized additions, conditional or alternate proposals or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous.

- (3) If the Proposer fails to acknowledge any or all addendum(s) current as of the posted deadline for proposal submission.
- (4) If the proposal does not contain a unit price or lump sum amount for each item listed, except in the case of authorized alternative items.
- (5) If there are strikeouts, interlineations, white outs or erasures in the Proposal Forms and/or Contract Documents.
- (6) If the proposal is unbalanced so that (1) each pay item does not reasonably carry its own proportion of cost, or (2) any pay item contains an inadequate or unreasonable price.

IP-7 Preparation of Proposal – Proposal Narrative Content

(1) GENERAL

The Proposer shall prepare its proposal in the format described below and shall ensure that each page of its proposal is numbered in sequential order and is identified with the RFP name: ON-CALL AIRFIELD CONSTRUCTION; RFP No. 201842969 as well as the Proposer's name.

(2) FORMAT

- Proposals shall be in one (1) single bookmarked PDF file – security and password free.
- Proposals shall be printable on 8 ½" x 11" paper (letter size).
- Proposals shall use the Arial 11-point font consistently throughout the proposal.
- Proposal submittal shall be in the format and sequencing that matches the order of the Narrative Content Section.
- Proposals shall include a table of contents.
- Proposals shall include tabbed sections in the hard copy and should include bookmarked sections in the electronic versions.
- The proposal narrative shall not exceed twenty-four (24) pages. This page limit does not include the table of contents, any divider tabs, resumes, City required forms or additional sheets needed to disclose Legal and Administrative Proceedings and Financial Condition
- Resumes should be limited to one (1) page per individual.
- Proposals containing elaborate artwork are discouraged.
- Proposals that don't comply with the outlined formatting may not be considered.

(3) PROPOSAL NARRATIVE CONTENTS

This Section describes the required narrative content of Proposer’s submittal. The proposal is to be organized in the following parts:

| Narrative Content Section | Maximum # of pages |
|--|--------------------|
| 1. Cover Letter | 2 |
| 2. Cost Effectiveness | 4 |
| 3. Understanding the Project | 4 |
| 4. Key Personnel and Ability to Respond | 4 |
| 5. Demonstrated Experience/Past Performance | 5 |
| 6. Equipment and Availability | 3 |
| 7. Additional Information | 2 |
| 8. Required forms (doesn’t count towards total page count) and resumes | n/a |

1. Cover Letter

Proposer shall prepare a cover letter which summarizes the key points in the proposal. It should include the full name of the Proposer company or joint venture member(s). 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 who will perform the work. The letter must be signed by the person who will be the primary liaison with the City for this project.

2. Cost Effectiveness

Cost-effectiveness is essential for a successful project delivery based on each task. Describe the Proposer Team 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 MWBE 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. Key Personnel and Ability to Respond

Prepare an organizational chart which identifies the key personnel who would perform work under the Agreement. In addition, include the title and a description of the work each person would perform. If an individual will not be assigned to the project on a full-time basis, indicate the percentage of time that person would be dedicated to work on the project.

5. Demonstrated Experience/Past Performance

Describe the Proposer's experience and qualifications from previous projects where these services have been provided by your company. Identify 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. Describe only the most relevant projects and work experience of the firm which are similar to the work described in the Scope of Work or which the Proposer believes would be relevant in evaluating its capabilities to perform the work. Include projects performed at an operating airport of similar characteristics to DEN. At a minimum, the following information should be included as appropriate to the Scope of Work:

- a. Project description and scope
- b. Location
- c. Owner name, address, current contact person, and telephone number
- d. Proposed schedule vs. Actual
- e. Proposed budget vs. Actual
- f. Relevant experience with other interfacing projects, and associated considerations
- g. Experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

6. Equipment and Availability

Proposer shall provide a list of equipment available which would likely be utilized for this type of construction project, describing the anticipated types of tasks and the specific equipment that would be required for these tasks, which might include work such as concrete paving, photometric testing, electrical maintenance and testing, and airfield construction.

The Proposer shall also list the number of these units that will be available on-site, and indicate the time required to ship in any equipment that would not be available in an on-site staging area.

7. Additional Information

The Proposer is invited to describe any particular 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 particular scope of work.

(4) SCHEDULE OF RATES AND MARKUPS DESCRIPTION

The Proposer shall provide their competitive pricing on the following forms for:

- Fringe Benefits (see Exhibit K link below)
- Core Staff fully loaded rates (see Exhibit L link and Section A) for five positions:
 - Project Manager
 - Project Superintendent
 - Project Engineer
 - Office Engineer
 - Administrative Assistant / Timekeeper
- Labor Markup
- Material Markup
- Equipment Markup
- Subcontractor Markup

(4A) SAMPLE TASK CALCULATION

Below is a sample task based a fictional job where the cost of work is established, hourly staff rates are multiplied by the given hours, and markups are applied. The fringe, core staff rates and markups, highlighted in yellow will be each proposer's rates and markups and will contractual. The work and hours are not contractual and only used for comparison.

Cost of Work

| | |
|--|-------------|
| Self-performed labor including fringe: | \$60,000 |
| Materials | \$360,000 |
| Equipment | \$40,000 |
| Subcontractor | \$500,000 |
| Engineering & Survey | \$20,000 |
| Testing | \$10,000 |
| Permits | \$10,000 |
| Subtotal | \$1,000,000 |

Mark Ups

| | | |
|-----------------------|--------------------|----------|
| Self-performed Labor: | 8.00% x \$ 60,000 | \$4,800 |
| Materials: | 8.00% x \$ 360,000 | \$28,800 |
| Equipment: | 8.00% x \$ 40,000 | \$3,200 |
| Subcontractor: | 8.00% x \$ 500,000 | \$40,000 |
| Engineering & Survey: | 8.00% x \$ 20,000 | \$1,600 |
| Testing: | 8.00% x \$ 10,000 | \$800 |
| Permits: | 0% x \$ 10,000 | \$0 |
| Subtotal | | \$78,400 |

Core Staff

| | | |
|----------------------------|--------------------|-----------|
| Project Manager: | \$ 100 x 260 hours | \$26,000 |
| Project Superintendent: | \$ 90 x 800 hours | \$72,000 |
| Project Engineer: | \$ 80 x 400 hours | \$32,000 |
| Office Engineer: | \$ 70 x 200 hours | \$14,000 |
| Admin Asst. / Time Keeper: | \$ 60 x 100 hours | \$6,000 |
| Subtotal | | \$150,000 |

Sample Task Total (\$1,000,000 + \$78,400 + \$150,000) = \$1,228,400

This Sample Task Total will be used for comparison for this proposal

(4B) SCHEDULE OF PRICES AND QUANTITIES FOR FUTURE TASKS

Proposer for future tasks shall respond to pricing instructions from the DEN Project Manager.

(4C) PRICES FOR WORK NOT COVERED IN (4A) OR (4B)

Should DEN require work that is not covered by a unit price format, the contractor shall provide and use the following established rates to help determine a proposed cost. All pricing is subject to the requirements of the Contract General Conditions and subject to evaluation by the DEN Project Manager.

A. Supervisory & Office Personnel

The positions and numbers of staff personnel for each Task of this On Call project will be established through negotiations with the DEN Project Manager. The contractor shall provide agreed-to staff positions to manage the work on a level-of-effort basis. The core staff rates in this section shall include the base hourly cost (salary divided by 2,080 hours) plus the calculated hourly cost of any vehicle and/or cell phone allowances for those individual employees with those benefits (including fringe and all incidentals).

Allowances must be evidenced on the redacted payroll register and cannot exceed the CDOT Equipment rates. Contractor rates for the positions indicated below are applicable to the General Contractor only.

An Exhibit K and Exhibit L must be prepared for the Prime and each Subcontractor if applicable, that will have salaried core staff assigned to DEN under this Agreement. Subcontractors may not be identified yet for On Call Agreements. Subcontractors selected subsequent to the execution of this Agreement with core staff must also prepare the Exhibits K & L and have both their Multiplier Factor and hourly billing rates approved prior to commencing work at DEN.

Use the Exhibit K to provide the detail of the employee fringe benefit expenses, the profit percentage on salaried wages, and calculate the Fringe Benefit Multiplier Factor. The Fringe Benefit Multiplier Factor also incorporates burden, overhead, home office overhead, profit, safety and other training, staff operated equipment (including cell phones, radios and field transportation), office furniture, office supplies, and office maintenance. See the Exhibit K Instructions tab for more information.

The Exhibit L Core Staff Labor Rate exhibit is specific to the individual employee assigned to the project, not their job title. All salaried Core Staff personnel for both the Prime and Subcontractors assigned to this contract must have their individual hourly billing rate approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Agreement must also have their hourly billing rate approved prior to commencing work at DEN.

For the positions listed below, use the Exhibit L to identify the employees who will be assigned to DEN and provide the individual wages and any other positions anticipated to be used in the contract. See the Exhibit L Instructions tab for more information.

Exhibit K link:

<http://business.flydenver.com/bizops/documents/exhK-FringeBenefits.xlsx>

Exhibit L link:

<http://business.flydenver.com/bizops/documents/exhL-CoreStaffRateProp-Const.xlsx>

Exhibit K and Exhibit L documents and flash drive are to be submitted in a sealed envelope marked “Exhibit K and Exhibit L” separate and in addition to Proposer’s sealed envelope containing the proposal submission.

IP–8 Notice to Selected Proposer

A Notice to Apparent Best Proposer (NTABP) will be issued to the awarded Proposer once the Department of Aviation’s CEO has approved the Proposer selection. The selected Proposer shall provide the required bonds and insurance forms at this stage.

IP–9 Contract Procurement Website

It shall be conclusively presumed that Proposer did, before submitting a proposal, acknowledge and read all addenda, posted decisions, questions and answers and any other information items relevant to this RFP which appeared on the DEN Contract Procurement website (Procurement website) at <http://business.flydenver.com/bizops/rfp.asp>.

IP–10 Interpretation of Proposal Documents

During the proposal period, Proposers may request, in writing, clarification or interpretation of any apparent errors or omissions in the Proposal Forms or Contract Documents, any apparent inconsistencies between different provisions of the Proposal Forms or Contract Documents, or any other point in the Proposal Forms or Contract Documents which the Proposer believes requires clarification or interpretation by the City. Any such request must be submitted in writing by email to Contract.Procurement@flydenver.com, must include the Contract Name and Number in the email Subject field and must be received no later than the posted deadline for submitting questions.

For the purposes of a contract, it shall be conclusively presumed that, prior to submitting its proposal, Proposer requested clarification or interpretation of any apparent errors, inconsistencies or other point in the Proposal Forms and Contract Documents believed to require clarification or interpretation and has waived the right to later claim extra payment or time extensions on account of any such error, omission, inconsistency or other matter in the Proposal Forms or Contract Documents.

Information regarding any interpretation or clarification made by the City in response to such request shall be posted on the Contract Procurement website. It shall be Proposer's responsibility to ensure it has reviewed all such interpretations, clarifications, questions and responses posted therein. After proposals are opened, all Proposers must abide by the Division of Aviation's CEO or the CEO's authorized representative as to the interpretation or clarification. If the CEO or the CEO's authorized representative determines at his/her discretion that the decision or interpretation requires an addendum to the RFP be issued, such addendum will be posted to the Contract Procurement website. It shall be the Proposer's responsibility to ensure it has reviewed all such addendums, and each Proposer must read and acknowledge all addendum numbers in Attachment 1, Part 1 Proposal Acknowledgement Letter.

The City shall not be bound by, and the Proposer shall not rely on, any oral interpretation or clarification of the Proposal Forms or Contract Documents. Only responses provided to questions that were submitted to Contract.Procurement@flydenver.com and posted to the Contract Procurement website are considered official interpretations, clarifications and responses.

IP-11 Withdrawal of Proposal

A Proposer may withdraw its proposal at any time prior to the posted deadline for proposal submission.

IP-12 Subcontractor List in Proposal

The Proposer should identify subcontractors that help the contractor meet MWBE goals; however, no other subcontractor lists are required.

IP-13 Taxes

1. General: Proposers shall refer to the General Conditions, G.C. 323 regarding taxes to which Proposer may be subject in performing the Work under this Contract, including but not limited to, sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Conditions – and not in lieu of them.
2. Sales and Use Tax: Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways and other public works owned by the City at DEN are exempt from state, RTD and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City.
3. Exemption Certificates – Sales and Use Tax: Contractor and Contractor's subcontractors are responsible for applying to apply to the Colorado Department of Revenue (CDOR) for a certificate or certificates of exemption, indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Proposers shall not include in their proposal amounts the State, RTD and Cultural Facilities District Sales and Use Taxes.

4. Denver Occupational Privilege Tax: Any employee working for a Contractor or a subcontractor who earns over Five Hundred Dollars (\$500.00) working in Denver during a calendar month is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

IP-14 Nondiscrimination in the Award of City Contracts

It is the City's policy to prohibit discrimination in the award of construction contracts and subcontracts for public improvements. Further, the City encourages Contractors to utilize minority and women owned businesses and to divide the construction work into economically feasible units or segments to allow the most opportunity for subcontracting.

IP-15 Minority and Women Business Enterprise (M/WBE) Requirements

M/WBE Project Goal of 12%

The prime contractor is required to list its proposed Minority and Women Business Enterprise (M/WBE) participation. All requirements listed below must be followed when submitting a response to this RFP. Construction contracts made and entered into by the City and County of Denver are subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (D.R.M.C.) and the Minority and Women Business Enterprise Program's Rules and Regulations adopted by the Director of the Division of Small Business Opportunity (DSBO), which will be incorporated into any agreement entered into as part of this selection process. Article III, Division 1 of Chapter 28 D.R.M.C. provides for the adoption of a MBE/WBE Business Enterprise Goals Program to be administered by DSBO. Each submittal must comply with the terms and conditions of the ordinance in submitting its response and, if awarded the Contract, in performing all work thereunder. A proposer's failure to comply with the ordinance requirements and any Rules or Regulations promulgated pursuant to the ordinance, or any additional requirements contained in this Request for Proposal, shall render its submittal non-responsive and may constitute cause for rejection.

In order to comply with the submittal requirements of Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, a prime contractor shall either meet the specific MBE/WBE goal for this project or, in the alternative, demonstrate that they have made sufficient good faith efforts to meet the goal in accordance with good faith provisions listed in D.R.M.C. 28-67. In preparing a proposal to comply with D.R.M.C. 28-65 requirements by meeting the Project goals, proposers shall consider the following instructions:

- A. The Director of the DSBO has established a project goal for expenditures for construction performed for the City & County of Denver. The specific goals for this project are as stated in this Request for Proposal.

- B. In preparing its submittal to meet the goal, each proposer must complete a submit a List of Proposed MBEs and/or WBEs, sub-contractors and suppliers. At a minimum, this list must contain the following information: the name, the address, a brief description of the supply/service to be performed, the committed level of participation expressed as a percentage and, as applicable, an actual dollar amount and any other required information for each MBE or WBE, of any tier, which the prime contractor intends to utilize in performing services or supplies on this Project. Only the MBEs or WBEs identified on the list and only the precise levels of participation committed to for each MBE or WBE listed on a Contractors participation page at the time the response is submitted and will be considered in determining whether the proposer has met the MBE/WBE goal. Subsequent additions, revisions or corrections to participation will not count towards meeting the Project goal.
- C. A MBE or WBE Prime Contractor may count only the value of the work that it self-performs towards the MBE/WBE project goal. In a joint venture with a MBE(s) or WBE(s) only the portion equal to the distinct and clearly defined scope of work performed by the MBE(s) or WBE(s) counts in meeting the MBE/WBE project goal.
- D. If a prime contractor is participating in a joint venture with a certified M/WBE firm, complete the Joint Venture Eligibility form and Joint Venture Affidavit contained in this RFP. Submit the aforementioned forms with the firm's Joint Venture Agreement, to the DSBO Director, at least 10 working days prior to the submittal due date. The Joint Venture must be approved prior to the bid opening or proposal submittal by the DSBO Director. Approval by the DSBO Director includes determining the amount the Joint Venture will count towards meeting the project goal.
- E. All MBE or WBE firms listed within the submittal document must be properly certified by the City on or before the submittal due date in order to count towards meeting the goal. The City maintains a MBE/and WBE Directory, which contains currently certified firms. The DSBO MBE/WBE Directory can be accessed on its website at: www.denvergov.org/dsbo Prime contractors are encouraged to use this list to assist in locating MBEs and/or WBEs for the services/supplies required on the Project. Changes may be made to the list at any time and the most current certification list must always be used in preparing a submittal. MBE or WBE certification does not, however, constitute a representation or warranty by the City as to the qualifications of any listed MBE or WBE firm.
- F. In accordance with D.R.M.C. 28-69, DSBO will evaluate each submittal to determine the responsiveness of the proposal to the MBE/WBE requirements. In determining if a proposer identified MBEs and/or WBEs and committed levels of participation comply with the Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C. requirements and, more specifically, met or exceed the stated MBE/WBE goal; DSBO shall base its determination solely on the information provided in the submittal document.
 - a. In reviewing committed levels of participation to determine whether or not the stated commitments meet the goal, DSBO will evaluate and total the levels presented using the following process. If the City requests a lump sum or maximum fee amount as part of the submittal process, DSBO will total the actual dollar amount and corresponding

percentage amount of participation stated for each M/WBE firm listed. If the City does not require a lump sum or maximum fee amount as part of the submittal document, DSBO will total only the percentage amount of participation stated for each MBE or WBE firm listed.

- b. If actual dollar amounts are required, DSBO will determine the exact commitment percentage for each listed MBE or WBE firm by dividing the dollar amount listed for each firm by the lump sum or maximum fee dollar amount submitted. These individual percentages, when totaled for all listed MBEs and WBEs will establish the total committed percentage level of MBE/WBE participation that the submitter must comply with during the life of the Agreement. In all cases, the committed percentage level of MBE/WBE participation must equal or exceed the assigned MBE/WBE goal in order to comply with the Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C.
 - c. When calculating participation levels, percentages or dollar amounts for each listed MBE or WBE to ensure compliance with the goal, a submitter must never round up in determining whether or not the total of these amounts meets or exceeds the particular percentage goal. The goal must be met or exceeded in percentage amounts and, where applicable, in actual dollar amounts for DSBO to determine that the proposer has met or exceeded the goal.
 - d. On submittals where a MBE or WBE supplier is listed for participation, its participation will count one hundred percent (100%) of the value of the commercially useful function performed on contracts of less than Five Million Dollars (\$5,000,000). However, on contracts of more than Five Million Dollars (\$5,000,000) a supplier's participation will count for only sixty percent (60%) toward satisfaction of the Project goal.
 - e. Unless otherwise specified in a request for qualifications, request for proposal, or other proposal solicitation, all proposals for the provision of on-call services for a period of time and with no delineation of the dollar amount for specific on-call projects, the proposer need list only the anticipated percentage level of committed participation for each listed MBE or WBE, rather than specific dollar amounts.
- G. In addition to the above referenced list, each submitter is required to fully complete, have executed and submitted a "Letter of Intent" for each MBE or WBE listed in their submittal document as a subcontractor or supplier. A MBE or WBE Prime Contractor needs to submit a Letter of Intent for itself. The MBE or WBE Prime must list itself and its level of participation on the page the submitter has designated for MBE/WBE participation within its submittal package. A Letter of Intent form is attached hereto. This Letter of Intent is a written communication from the Proposer to the City evidencing an understanding that the prime contractor has or will enter into a contractual relationship with each named MBE or WBE subcontractor and supplier. Each Letter of Intent shall be accompanied by a copy of the City and County of Denver's MBE certification letter for the named MBE/WBE. Prime contractors are urged to carefully review each Letter of Intent before submission to ensure that it is properly completed and executed by the appropriate parties. All MBE/WBE Letter/Letters of Intent shall be submitted with the proposer's submittal.

- H. In preparing a submittal, which seeks to comply with D.R.M.C. 28-67 by demonstrating a good faith effort, submitters should consider the following instructions relating to compliance with the MBE/WBE requirements:
- a. If any prime contractor is unable to meet the designated Project goal at the time of submission or elects to present a good faith effort in lieu of or in addition to attempting to meet the goal, that firm must submit, with or before the submission of the submittal document, a detailed statement, including supporting documentation, demonstrating its good faith efforts to meet the established MBE/WBE goal in accordance with D.R.M.C 28-67. This statement shall address each of the items identified in the good faith effort.
 - b. A prime contractor who fails to meet the Project goal and cannot show to the Director's satisfaction that it made an adequate good faith effort to meet the goal shall be considered non-responsive.
 - c. The statement of good faith efforts shall include a specific response to each of the following criteria, as further defined by rule or regulation. In addition, a prime contractor may supplement its responses to include any additional information they believe may be relevant. Failure of a prime contractor to demonstrate adequate good faith efforts as to any one (1) of the following categories shall render the overall good faith showing insufficient and the submittal non-responsive. The required MBE/WBE good faith efforts are set forth below:
 - i. If pre-submittal meetings are scheduled by the City at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed negotiated construction contract, attendance at such pre-submittal meetings is not mandatory; however, prime contractors are responsible for the information provided at these meetings.
 - ii. The prime contractor must solicit through all reasonable and available means the interest of all MBEs and WBEs certified in the scopes of work of the contracts. The prime contractor must solicit the interest of such MBE's and WBEs within sufficient time, prior to the date of the final project-specific submittal, to allow such MBEs and WBEs to respond to the solicitation. The prime contractor must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
 - iii. The prime contractor must select the portions of the services of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, using best efforts to break out contract services into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry and professional practice, even when the prime contractor would otherwise prefer to perform these with its own staff. The prime contractor must identify what portions of the contract will be self-performed and what

portion of the contract were selected for solicitation of statements of qualification or proposals from MBEs and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a prime contractor to perform the services of a contract with its own staff does not relieve the proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.

- iv. The prime contractor, consistent with industry and professional practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans specification, and requirements of the contract, including insurance requirements, if any, to assist them in responding to a solicitation.
- v. The prime contractor must negotiate in good faith with interested MBEs or WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- vi. For each MBE or WBE contacted, or which the prime contractor contacts or attempted to subcontractor or joint venture with consistent with industry and professional practice, the proposer must supply a statement giving the reasons why the proposer and the MBE or WBE did not succeed in negotiating a subcontractor, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- vii. The prime contractor must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE was not qualified. Such verification shall include a verified statement of the proposals received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives or brokers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the prime contractor shall be guided by the definition of qualified in section 28-54(42). For each MBE or WBE found not to be qualified by the prime contractor, the verification shall include a statement giving the prime contractor's reasons for its conclusion. A prime contractor's industry or professional standing or group membership may not be the cause of rejection of an MBE or WBE. A prime contractor may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
- viii. If requested by a solicited MBE or WBE, the prime contractor must make reasonable effort to assist interested MBEs and WBEs in obtaining alternative payment or performance guarantees or insurance as required by the City or by the prime contractor, provided that the prime contractor need not provide financial assistance toward this effort.
- ix. If requested by a solicited MBE or WBE, the prime contractor must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance

- or services for performance under the contract, provided that the prime contractor need not provide financial assistance toward this effort.
- x. The prime contractor must use the DSBO MBE/WBE directories to identify, recruit and place MBEs and WBEs.
 - xi. In determining whether a prime contractor has satisfied good faith efforts as to a project goal, the success or failure of other prime contractors on the contract in meeting such project goal may be considered.
- I. In accordance with the provisions of Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C., the prime contractor agrees that it is committed to meeting either the MBE/WBE participation goal or the MBE/WBE participation set forth in its statement of good faith efforts. If a Good Faith Effort was performed, that documentation must be submitted in the prime contractor's proposal at the time of proposal submission. The prime contractor must indicate either commitment on a page it designates as the "Commitment to MBE/WBE Participation". This fully executed statement of commitment must be included with the proposal and must address and confirm the following understandings:
- a. The Contractor understands it must maintain the designated MBE/WBE goal or good faith commitments throughout the life of the Agreement, in accordance with the requirements set out in D.R.M.C. 28-72.
 - b. The Contractor understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in satisfying the MBE/WBE participation goal.
 - c. The Contractor understands that if amendments or any other agreement modifications are issued under the Agreement, 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 Agreement, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
 - d. The Contractor understands that if amendments or other Agreement modifications are issued under the Agreement and such changes result in an increase in scope of services in an Agreement or otherwise increase the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by a MBE or WBE at the time of contract award, such changes shall be contemporaneously submitted to DSBO. Those changes, of any kind or nature, that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor, shall be subject to goals for MBEs or WBEs equal to the original goals on the Agreement. The contractor must satisfy such goals as respects to such changed scope of work by soliciting new MBEs or WBEs as applicable pursuant to D.R.M.C. 28-73, or must show each element of a modified good faith effort pursuant to D.R.M.C. 28-75(c). The contractor shall supply to the Director for approval, the modified good faith effort documentation as required by D.R.M.C. 28-75(c).
- J. All prime contractors are charged with knowledge of and are solely responsible for complying with each and every provision of Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C., in

submitting a proposal and, if awarded, in performing the services or supplies described in the Agreement. Failure to comply with these provisions may constitute cause for rejection of a proposal or subject the selected Contractor to sanctions. These instructions are intended only to generally assist the prime contractor in preparing and submitting a compliant proposal, should any questions arise regarding compliance under specific circumstances, prime contractors must consult Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C., and its accompanying Rules and Regulations and are encouraged to contact the designated DSBO project representative at (303) 342-4358.

IP-16 Diversity and Inclusiveness in City Solicitations

As a condition of responsiveness to this solicitation, each Proposer shall complete a Diversity and Inclusiveness in City Solicitations survey. Proposers must complete this on-line survey and then include the completed survey in the proposal submission.

The Diversity and Inclusiveness in City Solicitations on-line survey can be found by clicking the following URL: <https://fs7.formsite.com/CCDenver/form11/index.html>.

Using the Diversity and Inclusiveness on-line survey, 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 Proposer supplies will provide an opportunity to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of its 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 Proposers in response to City solicitation 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.

IP-17 Conformed Technical Specifications and Contract Documents

If applicable, and when Technical Specifications are included and/or referenced herein, Proposer understands that the Technical Specifications and Contract Drawings included in this RFP have been conformed by the City. The conformed Technical Specifications and Contract Drawings were prepared by posting or otherwise incorporating the changes noted in any addendum(s) into the Technical Specifications and Contract Drawings to form a single set of construction documents.

IP-18 Materials and Substitutions

It is often convenient and practical to specify materials and equipment to be incorporated into the Work by a proprietary name or by the name of its manufacturer. When so specified and further qualified by the phrases "or equal" or "or equivalent," it shall be understood that such

specification is not intended to limit the material and equipment selection process. Rather, the specification is intended to indicate a standard of quality and capability which will be accepted. However, all Proposers desiring to use materials other than the specified materials must obtain the written approval of the Project Manager.

Proposers requesting substitutions will submit a Request for 'or Equal' Approval Form contained herein. All requests for approval of equal or equivalent material shall contain adequate technical data to clearly demonstrate equivalency. Requests containing inadequate or incomplete information will not be reviewed.

Any such Request for 'or Equal' Approval Form must be submitted via email to contract.procurement@flydenver.com, must include in the email Subject line: "Request for Substitution" and the RFP name, and the email must be received no later than ten (10) calendar days before the posted deadline for RFP submittals. All approvals of equal or equivalent materials will be posted to the Contract Procurement website as addendum(s) to ensure full and complete disclosure to all potential Proposers. All requests for approval of equal or equivalent material shall contain adequate technical data in order to clearly demonstrate equivalency. Incomplete submittals will not be reviewed.

If the Proposer is awarded the Contract and elects to use an 'or equal' that has been added by addendum(s), the Proposer shall be deemed to have warranted that:

- (1) The use of the 'or equal' fulfills the specification requirements contained in this RFP.
- (2) The installation of the 'or equal' will not impact the spatial requirements for the Work or the scheduling of work performed by the City or other contractors.

Additionally, the Proposer agrees that it shall modify any building system(s) (i.e., HVAC, structural, electrical) impacted by the use of an 'or equal' at no cost to the City or any other contractors under contract with the City and shall make no claims for delay or disruption arising out of such 'or equal' modification.

IP-19 Permit Fees

For the construction of this project, the awarded Contractor agrees to pay the permit fees described in General Condition 317 and in the Special Conditions and Technical Specifications.

IP-20 Wage Rate Requirements

The Contractor awarded this opportunity shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 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 date the bid or proposal was advertised. In the event a request for bids or a request for proposal was not

advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date that funds for the Contract were encumbered.

Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date of the proposal or bid due date. In the case where there was no proposal or bid process, the rates will adjust one (1) year from when the Contract funds were encumbered. Unless expressly provided for in the Contract, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

Contractor shall provide the City Auditor with electronically certified payroll records for all covered workers employed under the Contract.

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 City Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

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 City Auditor has been provided. The City may, by written notice, suspend or terminate Work under the Contract if Contractor fails to pay the required wages and fringe benefits.

IP-21 Construction Scheduling

The Proposer should refer to the General Conditions, Special Conditions and the Technical Specifications for scheduling requirements for this Contract.

IP-22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Proposer certifies, by submission of its proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or involuntarily excluded from participation in any government contract by any Federal, State or local government department or agency. It further agrees by submitting its proposal that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts and subcontracts. Where the Proposer or any lower-tier participant is unable to certify to this statement, it shall attach an explanation to its proposal.

IP-23 Payment & Performance Bonds

The awarded Contractor will be required to submit Payment & Performance Bonds which guarantees it will fulfill its contractual obligations under this project and guarantees it will pay its subcontractors, material suppliers and/or laborers for any work and materials provided. The

amount of the Bonds will be One Hundred Thousand Dollars and 00/100 (\$100,000.00). Should the awarded Contractor default on its obligations and fails to complete the project, a claims process may be initiated. If Contractor is found to be in breach of the Contract, it must compensate the City up to the full amount of the Bonds.

IP-24 Insurance Requirements

Proposer shall assure that insurance requirements contained in the Proposal Documents are met. In accordance with the provisions of General Contract Condition 1601, INSURANCE, the minimum insurance requirements for this Contract are set forth in the form CITY AND COUNTY OF DENVER INSURANCE CERTIFICATE contained in the Special Conditions section of the Proposal Documents. Proposers are urged to consider when preparing a proposal hereunder that the Proposer and all subcontractors performing work on the project must comply with each condition, requirement or specification set forth in the form certificate, unless such requirements are specifically excepted in writing by the City's Risk Management Administrator. The Proposer must either include all subcontractors performing work hereunder as insureds under each required policy or furnish a separate certificate (on the form certificate provided) for each subcontractor.

All Certificates of Insurance (COIs) required for this Contract shall be emailed directly to ContractAdminInvoices@flydenver.com. The following must be noted in the "Description of Operations" section of the COI form(s):

- Project/Contract number
- Project/Contract description

The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

IP-25 Evaluation of Proposals

The City's Evaluation and Selection Committee (Panel) will review and evaluate the written proposals in accordance with the evaluation criteria below, the Proposer's demonstrated experience and Proposer's qualifications as they relate to the scope of services required. The Proposer's ability to present its responses to these criteria in writing in a clear, concise and organized manner will be considered in the evaluation.

| | Content Narrative to be Evaluated |
|---|--|
| 1 | Cost Effectiveness |
| 2 | Understanding the Project |
| 3 | Key Personnel and Ability to Respond |
| 4 | Demonstrated Experience/Past Performance |
| 5 | Equipment and Availability |
| 6 | Additional Information |

After review of the proposals, responsive Proposers may be requested to be interviewed by an evaluation panel. The City shall then, taking into consideration the recommendations of the Panel, select the most qualified Proposer for Contract negotiations.

IP-26 Invoicing

Proposer recognizes and agrees that it shall be required to use the Textura Payment Management TPM™ System for this Contract. All fees associated with the TPM™ System are to be paid by the Contractor prior to billings for any work performed (the “Textura Fee”). **Proposer shall include the Textura Project Fee as a line item in the Proposal.**

In addition, the Contractor must comply with the bank Automated Clearing House (ACH) setup so that the Contractor may send payment to its subcontractors electronically via ACH.

Please reference the 2018 flat fee Textura Fee Schedule that follows:

| TEXTURA PAYMENT MANAGEMENT (TPM™) SYSTEM FEES – DENVER (DEN) | |
|--|------------------------------|
| PROJECT VALUE | PROJECT FEE (GC + Sub Usage) |
| \$0 - \$49,999.99 | \$195 |
| \$50,000 - \$99,999.99 | \$325 |
| \$100,000 - \$249,999.99 | \$780 |
| \$250,000 - \$499,999.99 | \$1,625 |
| \$500,000 - \$999,999.99 | \$3,250 |
| \$1,000,000 - \$2,999,999.99 | \$5,850 |
| \$3,000,000 - \$4,999,999.99 | \$9,100 |
| \$5,000,000 - \$9,999,999.99 | \$12,220 |
| \$10,000,000 - \$19,999,999.99 | \$20,345 |
| \$20,000,000 - \$49,999,999.99 | \$32,500 |
| \$50,000,000 - \$99,999,999.99 | \$48,750 |
| \$100,000,000 - \$199,999,999.99 | \$69,095 |
| \$200,000,000 - \$299,999,999.99 | \$85,345 |
| \$300,000,000 - \$399,999,999.99 | \$109,720 |
| \$400,000,000 - \$499,999,999.99 | \$142,220 |
| \$500,000,000 - \$999,999,999.99 | \$162,500 |

| | |
|--------------------------------------|-------------|
| \$1,000,000,000 - \$1,999,999,999.99 | \$345,345 |
| \$2,000,000,000 - \$4,999,999,999.99 | \$650,000 |
| \$5,000,000,000 - \$9,999,999,999.99 | \$1,015,625 |
| \$10,000,000,000 or greater | \$1,503,125 |

EXAMPLES:

| | |
|-----------------------------------|-------------------------------------|
| Bid subtotal: \$978,256.00 | Bid subtotal: \$1,828,335,078.87 |
| Textura flat fee: <u>3,250.00</u> | Textura flat fee: <u>345,345.00</u> |
| Total bid: \$981,506.00 | Total bid: \$1,828,680,423.87 |

Based on Contractor’s price as listed in the Proposal Documents, Contractor will find the Project Fee that corresponds with that price and include this flat fee in Contractor’s proposal submission. The awarded Contractor will include the Project Fee in the first invoice submission, which Fee will be reimbursed by the City as a pass-through expense for the Fee with no mark.

IP–27 Project Controls Requirements

Proposer will be required to use the designated Project Management Information System (PMIS) as set forth in the Technical Specifications. The PMIS is Airport Infrastructure Management’s (AIM’s) tool for project and information management, data analysis and document control. DEN will be responsible for providing the licensing and training for PMIS.

END OF INSTRUCTIONS TO PROPOSERS

V. REQUIRED PROPOSAL FORMS

City and County of Denver
Denver International Airport

Attachment 1, Part 1 Proposal Acknowledgement LetterProposer Name: Flatiron Constructors, Inc.Date: September 27, 2018

Mark Baker, Senior Vice President Airport Infrastructure Management
Airport Infrastructure Management
Administration Office Building (AOB)
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) No. 201842969 dated August 31, 2018, the undersigned hereby declares that s/he has carefully read and examined the RFP, the Proposal Forms and Contract Documents and Attachment A, Scope of Work (SOW), and hereby proposes to perform and complete the work as required.

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 RFP and SOW. After final agreement on the terms of a 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 addendum(s) to the Proposal Documents, if any, posted to the DEN Contract Procurement website (if no addendum(s) were issued, indicate "N/A" on the line below; otherwise include the number of all addendums issued for this RFP):

Addendum Number(s): 1

The undersigned certifies that s/he has examined and is fully familiar with the RFP, the Proposal and Contract Documents and the Scope of Work and that s/he is satisfied with respect to any questions s/he has regarding the RFP which could in any way affect his/her understanding of the SOW or his/her estimate of the cost thereof.

Signature: Type or print name: Eric TaylorProposer's Business Address: 385 Interlocken Crescent, #900, Broomfield, CO 80021E-mail address mountaincentral@flatironcorp.com

Attachment 1, Part 2 Proposal Data Form

**City and County of Denver
Denver International Airport**

Proposer Name: Flatiron Constructors, Inc.

Address: 385 Interlocken Crescent, #900, Broomfield, CO 80021

Phone: 303-485-4050 Fax: 1-303-485-7685

Email: mountaincentral@flatironcorp.com

Federal Identification Number: 84-1245002

Principal in Charge (Name & Title): John DiCiurcio 303-485-4050

PM for this Contract (Name & Phone): Justin Cooper 480-296-3485

Equal Employment Opportunity Officer: Jaime Strumburger

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

Berkely Insurance, Co. & Zurich America Insurance Co.

Parent Company Information (If Applicable)

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- S Corporation
- C Corporation

State of incorporation: Delaware

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

- Subsidiary
- Parent Company

Is this a joint venture?

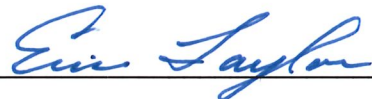
- YES
- NO

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 Proposal Documents.

Signature  Title Senior Vice President

Print Name Eric Taylor

Date September 27, 2018

Attachment 1, Part 3 Disclosure of Legal & Administrative Proceedings & Financial Conditions

**City and County of Denver
Denver International Airport**

1. If no disclosure is required, please sign this affirmation statement.

I affirm that _____ (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a proposal or bid-related crime, violation or felony in the last five (5) years.

Signature _____ Title _____

Print Name _____ Date _____
=====

2. If disclosure is required, please use the following space to provide information. If additional space is needed, please attach additional pages.

Flatiron Constructors, Inc.'s ("Flatiron") focus is on client relationships and our commitment to excellence. However, as with any general contractor with a volume of business consistent of Flatiron's size, claims (defined as: arbitration or litigation) may occur. We have no claims which could, if adversely determined, have a material adverse effect on the solvency of Flatiron.

3. Provide information on the number of claims on projects in the past three (3) years represented as the number of claims for the total number of projects. Please attach additional pages if more space is needed.

Please see attached claims descriptions on the following pages.

CONFIDENTIAL/PRIVILEGED

Flatiron Constructors, Inc.'s ("Flatiron") focus is on client relationships and our commitment to excellence. However, as with any general contractor with a volume of business consistent of Flatiron's size, claims (defined as: arbitration or litigation) may occur. We have no claims which could, if adversely determined, have a material adverse effect on the solvency of Flatiron.

Claims* in the last 3 years are as follows:

Name of Matter: Scarsella Brothers, Inc. v. Flatiron Constructors, Inc., et al. (I-405)

Date Commenced: 8/24/2015

Court / Docket No.: 15-2-30074-1 SEA; Superior Court in the County of King, State of Washington

Parties: Scarsella Brothers, Inc.; Flatiron Constructors, Inc.; Washington State Dept. of Transportation; Liberty Mutual Ins. Co.; Travelers casualty and Surety Co. of America; Fidelity and Deposit Co. of Maryland/Zurich American Ins. Co.; Federal Ins. Co.; The Continental Ins. Co.; Specialty Ins. Co.

Issue: Subcontractor brought suit against Flatiron and its surety for nonpayment, and Flatiron counterclaimed against subcontractor and surety for additional costs related to subcontractor's performance of the work.

Status: Judgment against Flatiron. Scarsella Brothers, Inc. has appealed.

Name of Matter: UDOT, State of Utah v. Flatiron/Harper, a JV; Flatiron Constructors, Inc.; et al (SR-92)

Date Commenced: 4/6/2015

Court / Docket No.: 1503000055, District Court in Utah County, State of Utah

Parties: Utah Department of Transportation, State of Utah v. Flatiron/Harper, a JV; Flatiron Constructors, Inc.; Harper Contracting, Inc.; Travelers Casualty and Surety; Federal Insurance Co.; Fidelity and Deposit Co.; Zurich American Insurance Co.

Issue: Project owner brought suit against FHJV for alleged workmanship issues. FHJV counterclaimed for delay damages and unpaid change orders.

Status: Settled and dismissed.

Name of Matter: URS Corporation v. Flatiron Constructors, Inc., et al. (I-405)

Date Commenced: 2/26/2016

Court / Docket No.: 16-2-04770-34; Superior Court in the County of Thurston, State of Washington

Parties: URS Corporation v. Flatiron Constructors, Inc.; Washington State Department of Transportation; Liberty Mutual Insurance Company; Travelers Casualty and Surety Company of America; Fidelity and Deposit Company of Maryland/Zurich American Insurance Company; Federal Insurance Company; The Continental Insurance Company; XL Specialty Insurance Company

Issue: Suit brought by designer against Flatiron on a design/build project alleging nonpayment. Flatiron has counterclaims against designer for design performance issues.

Status: Settled.

Name of Matter: A.H. Beck Foundation Co., Inc. vs. Flatiron Constructors, Inc. (Carolina Bays)

Date Commenced: 10/13/2016

Court / Docket No.: 2016-CP-26-06534, Horry County Court of Common Pleas, State of South Carolina

Parties: A.H. Beck Foundation Co., Inc. v. Flatiron Constructors, Inc.; Liberty Mutual; Travelers Casualty; Fidelity & Deposit Co.; Zurich American Insurance Co.; Federal Insurance Co.; Continental Insurance Co.; XLSpecialty Insurance

Issue: Breach of contract action brought by subcontractor against Flatiron for payment withheld by Flatiron due to performance issues.

Status: Resolved prior to answering.

Name of Matter: Flatiron Constructors, Inc. v. Transystems Corp. (Carolina Bays)

Date Commenced: 4/26/2018

Court / Docket No.: 2018CP2602633, Horry County Court of Common Pleas, State of South Carolina

Parties: Flatiron Constructors, Inc.; Transystems Corporation

Issue: Flatiron claims damages from Owner's representative.

Status: Matter ongoing

Name of Matter: Van's Equipment v. Cherry Creek Recycling; Flatiron Constructors; et al – Bond Claim (Pena)

Date Commenced: 12/19/2016

Court / Docket No.: 2016CV34309, Denver City and County District Court, State of Colorado

Parties: Van's Equipment Denver LLC v. Cherry Creek Recycling, LLC; Asset Acquisition Authority, Inc. d/b/a Regional Transportation District; Denver Transit Constructors, LLC; Zurich American Ins. Co.; Travelers Casualty and Surety Co.; Federal Ins. Co.; Liberty Mutual Ins. Co.; City and County of Denver; American Southern Home Ins. Co. and Flatiron Constructors, Inc.
Issue: Action filed by second tier subcontractor against Flatiron and its subcontractor for payment against bond.
Status: Settled and Dismissed.

Name of Matter: Site Development v. Consulting Engineers; URS; Flatiron Constructors et al. – Bond Claim (I-405)
Date Commenced: 02/15/2017
Court / Docket No.: 18-2-00602-34, Thurston County Superior Court, State of Washington
Parties: Site Development Associates, LLC d/b/a SDA Engineers v. KPFF, Inc. d/b/a Consulting Engineers; URS Corp.; Flatiron Constructors, Inc.; WA State Dept. of Transportation; Liberty Mutual Ins. Co.; Travelers Casualty and Surety Co. of America; Fidelity and Deposit Co. of MD/Zurich American Ins. Co.; Federal Ins. Co.; The Continental Ins.; XL Specialty Ins.
Issue: Action filed by Subcontractor for claim against bond.
Status: Ongoing.

Name of Matter: Concrete Coring Co. v. Cherry Creek Recycling; Flatiron Constructors, Inc., et al. – Bond Claim (Pena)
Date Commenced: 6/6/2017
Court / Docket No.: 2017CV033033; District Court, City and County of Denver, State of Colorado
Parties: Allison & Hainey, Inc. d/b/a Concrete Coring Company v. Cherry Creek Recycling, LLC; Flatiron Constructors, Inc.; Liberty Mutual Insurance Company; and City and County of Denver
Issues: Action filed by second tier subcontractor against Flatiron and its subcontractor for payment.
Status: Dismissed.

Name of Matter: Concrete Coring Co. v. Cherry Creek Recycling; Flatiron Constructors, Inc., et al. – Bond Claim (Pena)
Date Commenced: 6/6/2017
Court / Docket No.: 2017CV033033; District Court, City and County of Denver, State of Colorado
Parties: Allison & Hainey, Inc. d/b/a Concrete Coring Company v. Cherry Creek Recycling, LLC; Flatiron Constructors, Inc.; Liberty Mutual Insurance Company; and City and County of Denver
Issues: Action filed by second tier subcontractor against Flatiron and its subcontractor for payment.
Status: Dismissed.

Name of Matter: William D. Hillen, a Corporation v. Flatiron Constructors, Inc.
Date Commenced: 8/30/2018
Court / Docket No.: 2018CV31536; District Court, County of Adams, State of Colorado
Parties: William D. Hillen, a Corporation v. Flatiron Constructors, Inc.
Issues: Action filed by subcontractor arising out of its performance.
Status: Flatiron has moved to change venue; matter ongoing.

Name of Matter: Codale Electric Supply v. Voltiac, et al. (SR 89)
Date Commenced: 10/27/2015
Docket No. and Name of Court: Case No.
Parties: Flatiron Construction, Inc.; Voltiac
Issues: Flatiron was the general contractor on the project. Voltiac was subcontractor. Codale was supplier to Voltiac. Voltiac did not pay Codale. Codale sued Voltiac and Flatiron's bond. Flatiron paid off claim against bond and received an assignment of the claim against Codale. Flatiron now has a judgment against Voltiac that it is trying to collect. Judgment received by Flatiron against subcontractor for amounts Flatiron paid subcontractor's supplier. Action to enforce judgment is ongoing.
Status: Judgment received by Flatiron.

*Above does not include insured personal injury or auto-related death, litigation/arbitration involving joint ventures or employment related litigation.

Attachment 1, Part 4 Proposal Declaration

The Proposer is required to submit with its proposal this Proposal Declaration, affirming that neither, I (we), nor, to the best of my (our) knowledge, none of the members of Proposer's (our) company or companies have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposing in connection with this proposal.

Dated this 27 day of September, 2018.

Proposer Company Name: Flatiron Constructors, Inc.
Proposer Business Address: 385 Interlocken Crescent, #900
City, State, Zip Code: Broomfield, CO 80021
Telephone Number: 303-485-4050
Fax Number: 303-485-7685
Social Security or Employer ID No.: 84-1245002

PROPOSER'S SIGNATURE:



Eric Taylor
Printed Name



Asst. 
Secretary's Signature

Bernie H. Herrmann
Printed Name

Attachment 1, Part 5 List of Proposed Non-MWBE Subcontractors

This item has been removed per IP-13

Attachment 1, Part 6 Certification of Non-Segregated Facilities

The Proposer must certify that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Proposer certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Proposer agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or any other reason. The Proposer agrees that (except where it has obtained identical certification from proposed subcontractors for specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000) which are not exempt from the provisions of the equal opportunity clause and that it will retain such certification in its files.

Dated: September 27, 2018

Proposer Company Name: Flatiron Constructors, Inc.

By: 

Title: Senior Vice President

Attachment 1, Part 7 Equal Opportunity Report Statement

The Proposer shall review, complete, sign and submit with its proposal this Equal Opportunity Report Statement (Statement). A proposal may be considered unresponsive and may be rejected, in the City's sole discretion, if the Proposer fails to provide the fully executed Statement or fails to furnish required data. The Proposer shall also, prior to award, furnish such other pertinent information regarding its own employment policies and practices as well as those of its proposed subcontractors as the FAA, the Owner or the Executive Vice Chairman of the President's Committee may require.

The Proposer shall furnish similar Statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by such subcontractors before awarding subcontracts. No subcontract shall be awarded to any non-complying subcontractor.

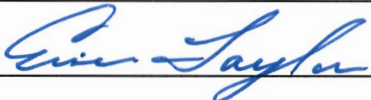
Equal Opportunity Report Statement as Required in 41 CFR 60-1.7(b)

The Proposer shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of Proposal:

1. The Proposer has ___ has not X developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Proposer has X has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Proposer has X has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does X does not ___ employ fifty (50) or more employees.

Dated: September 27, 2018

Proposer Company: Flatiron Constructors, Inc.

By: 

Title: Senior Vice President

Attachment 1, Part 8 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.

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. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Flatiron Constructors, Inc.</i> | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 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. | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
| | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ | Exempt payee code (if any) _____ |
| | 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. | Exemption from FATCA reporting code (if any) _____ |
| | <input type="checkbox"/> Other (see instructions) ▶ | <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. <i>385 Interlocken Crescent, #900</i> | Requester's name and address (optional) |
| | 6 City, state, and ZIP code <i>Broomfield, CO 80021</i> | |
| | 7 List account number(s) here (optional) | |

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 | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 8 | 4 | - | 1 | 2 | 4 | 5 | 0 | 0 | 2 |

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 | Signature of U.S. person ▶ | Date ▶ <i>September 27, 2018</i> |
|------------------|----------------------------|----------------------------------|

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.

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) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ 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 ⁴ |
| 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.

Attachment 1, Part 9 Division of Small Business Opportunity (DSBO) 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.



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
Denver International Airport
Denver, CO 80249
Phone: 303-342-2141
DSBO@dflydenver.com

COMMITMENT TO MWBE PARTICIPATION

**The undersigned has satisfied the MWBE participant requirements in the following manner
(Please check the appropriate box):**

The Bidder/Proposer is committed to the minimum 12 % **MWBE** utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:
Hard Bids: **Three (3)** business days after the bid opening.
Request for Proposals/Qualifications: With the proposal when due.
Compliance Plans: With each task/work order

The Bidder/Proposer is unable to meet the project goal of _____% **MWBE**, but is committed to a minimum of _____% **MWBE** utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or no later than **three (3)** days after bid opening as a matter of responsibility as in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 to the Division of Small Business Opportunity.

The Bidder/Proposer is a certified **MWBE** in good standing with the City and is committed to self-perform a minimum of _____% of the work on the contract.

Bidder/Proposer (Name of Firm): Flatiron Constructors, Inc.

Firm's Representative (Please print): Bob Tudor

Signature (Firm's Representative): 

Title: Chief Estimator - Colorado & Aviation

Address: 385 Interlocken Crescent, #900

City: Broomfield

State: CO

Zip: 80021

Phone: 303-494-8184

Fax: 303-485-7685

Email: BTudor@flatironcorp.com

A copy of the MWBE Certification letter must be attached to each Letter of Intent (LOI).



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
8500 Pena Blvd.
Denver, CO 80249
Phone: 303-342-2141

LETTER OF INTENT (LOI)
INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@flydenver.com,
- FOR RFPs and RFQs: LOIs should be included with Submittal

| | |
|--------------------------------|--|
| Contract No.: 201842969 | Project Name: DEN On-Call Airfield Construction |
|--------------------------------|--|

A. The Following Section Is To Be Completed by the Bidder/Consultant
This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE

| | | | |
|---|--------------------------------|--|---------------------|
| Name of Bidder/Consultant: Flatiron Constructors, Inc. | | Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No | Phone: 303-485-3040 |
| Contact Person: Bob Tudor | Email: BTudor@flatironcorp.com | | Fax: 303-485-7685 |
| Address: 385 Interlocken Crescent, #900 | City: Broomfield | State: CO | Zip: 80021 |

B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier
This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant

| | | | | |
|---|--------------|------------|-------------|------------|
| Name of Certified Firm: | | Phone: | | |
| Contact Person: | Email: | | Fax: | |
| Address: | City: | | State: Zip: | |
| Please check the designation which applies to the certified firm. | M/WBE (✓) | SBE (✓) | EBE (✓) | DBE (✓) |

Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. **On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.**

| | | |
|---------------------------------|--------------|------------|
| Subcontractor/Subconsultant (✓) | Supplier (✓) | Broker (✓) |
|---------------------------------|--------------|------------|

Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:

| | |
|----|---|
| \$ | % |
|----|---|

Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:

| | |
|---|---|
| % | % |
|---|---|

If the fee amount of the work to be performed is requested, the fee amount, is:

| | |
|----|---|
| \$ | % |
|----|---|

| | |
|---|-------|
| Bidder/Consultant's Signature: | Date: |
| Title: | |
| M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: | Date: |
| Title: | |

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this **Letter of Intent** shall be null and void.

Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable
Submit the attached completed checklist with this letter.*

| | |
|--------------------------|---|
| Completed ✓ | |
| <input type="checkbox"/> | Project Number & Project Name |
| <input type="checkbox"/> | Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email |
| <input type="checkbox"/> | Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email |
| <input type="checkbox"/> | Designation checked for MBE/WBE, SBE, EBE or DBE |
| <input type="checkbox"/> | Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 nd tier subcontractor/subconsultant, supplier or broker. |
| <input type="checkbox"/> | Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE |
| <input type="checkbox"/> | Line items performed, if line-item bid. |
| <input type="checkbox"/> | Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached |
| <input type="checkbox"/> | Designation checked for Subcontractor/Subconsultant, Supplier or Broker |
| | If project is a hard bid... |
| <input type="checkbox"/> | Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker |
| <input type="checkbox"/> | Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker |
| | If project is an RFP/RFQ... |
| <input type="checkbox"/> | Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE. |
| <input type="checkbox"/> | Fee amount if fee amount of work to be performed is requested. |
| <input type="checkbox"/> | Bidder/Consultant's Signature, Title & Date |
| <input type="checkbox"/> | M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date |

| | |
|--------------------------|--|
| Select One ✓ | SUBMITTED VIA... For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.) |
| <input type="checkbox"/> | Email to DSBO@flydenver.com |

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.

Attachment 1, Part 10 Certificate of Insurance

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.

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

Certificate Holder Information:

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

If you are awarded the contract, your ACORD forms must be submitted electronically to: contractadmininvoicing@flydenver.com.
HARD COPIES will not be accepted.
All ACORD forms must have the project number in the Description of Operations section.

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201842969 – On Call Airfield Construction

I. PRIMARY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands) \$100, \$500, \$100

- Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
- If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Commercial General Liability

Minimum Limits of Liability (In Thousands):

| | |
|--|---------|
| Each Occurrence: | \$1,000 |
| General Aggregate Limit: | \$2,000 |
| Products-Completed Operations Aggregate Limit: | \$2,000 |
| Personal & Advertising Injury: | \$1,000 |

The policy must provide the following:

- That this Agreement is an Insured Contract under the policy.
- Defense costs are outside the limits of liability.
- A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
- A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- The full limits of coverage must be dedicated to apply to each project/location.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit \$1,000

The policy must provide the following:

- Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

| | | |
|------------------------------------|-------------------------------|---------|
| Umbrella Liability Controlled Area | Each Occurrence and aggregate | \$9,000 |
|------------------------------------|-------------------------------|---------|

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Professional Liability, Design, Engineering and Construction Supervision

Minimum Limits of Liability (In Thousands)

| | |
|-----------|---------|
| Per Claim | \$1,000 |
| Aggregate | \$1,000 |

The policy must provide the following:

1. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with City.
2. Coverage shall apply for three (3) years after project is complete.
3. Coverage is to be on a primary basis, if other professional coverage is carried.

Contractors Pollution Liability

Minimum Limits of Liability (In Thousands):

| | |
|----------------|---------|
| Per Occurrence | \$1,000 |
| Aggregate | \$1,000 |

The policy must provide the following:

1. 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 costs.
2. To sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).
3. A severability of interest or separation of insured provision (no insured vs. insured exclusion)
4. A provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.
5. If the coverage is written on a claims-made basis:
 - a. the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and
 - b. continuous coverage will be maintained or an extended reporting period will be maintained for a period no less than three (3) years beginning from the time that work under this contract is completed.

Builders' Risk Insurance or Installation Floater

Minimum Limits of Liability (In Thousands)

Special Completed Value Basis

The policy must provide the following:

1. The insurance must be in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis.
2. The insurance shall be written on a **Special Completed Value** Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading.

3. The Policy shall remain in force until formal acceptance of the project by the City or the placement of permanent property insurance coverage whichever is later.
4. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy.
5. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

III. ADDITIONAL CONDITIONS

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

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

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

Attachment 1, Part 11 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.**

- If the Proposer is a corporation, it shall include with its proposal a certificate from the Colorado 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, it shall include with its proposal evidence satisfactory to the City that the partner signing the proposal has the authority to do so.
- If the Proposer is a joint venture, it 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 the City for completing all of the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work.

NOTE: COMPANIES BASED OUTSIDE OF COLORADO ARE REQUIRED TO OBTAIN A CERTIFICATE OF GOOD STANDING FROM THE STATE OF COLORADO SECRETARY OF STATE.

IF PROPOSER DOES NOT CURRENTLY HAVE A CERTIFICATE OF GOOD STANDING WITH THE STATE OF COLORADO, THE PROPOSAL SUBMISSION WILL BE CONSIDERED RESPONSIVE IF PROPOSER INCLUDES DOCUMENTATION FROM THE STATE OF COLORADO SECRETARY OF STATE, SHOWING THAT PROPOSER IS IN THE PROCESS OF OBTAINING A CERTIFICATE OF GOOD STANDING.

Click here for more information: <https://www.sos.state.co.us/biz/BusinessFunctions.do>

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

FLATIRON CONSTRUCTORS, INC.

is an entity formed or registered under the law of Delaware, 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 20011042545.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/13/2018 that have been posted, and by documents delivered to this office electronically through 09/14/2018 @ 09:09:34.

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 09/14/2018 @ 09:09:34 in accordance with applicable law. This certificate is assigned Confirmation Number 11116452.



A handwritten signature in blue ink that reads "Wayne W. Williams". The signature is written in a cursive style and is positioned above a horizontal line.

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."

Attachment 1, Part 12 Diversity and Inclusiveness in City Solicitations

DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

In order for the City to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations on-line survey. This on-line form is accessible by clicking on the following link: <https://fs7.formsite.com/CCDenver/form161/index.html>.

A Proposer that does not complete and submit this mandatory on-line form shall be deemed non-responsive, and its proposal submission will be rejected. In addition to completing this form on line, the Proposer is encouraged to include a hard copy submission of this form with its proposal submission.

Click on the following link to access the online form:

<https://fs7.formsite.com/CCDenver/form161/index.html>

Using the form found in link listed 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 Information Request 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 its 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 the Proposer will be in such reports.

Insert the completed copy of the Diversity and Inclusiveness in City Solicitations Form immediately following this page in your proposal response

| | |
|--|--|
| Reference # | 11545380 |
| Status | Complete |
| Business Email Address | phoang@flatironcorp.com |
| Enter Email Address of City and County of Denver contact person facilitating this solicitation. | contract.procurement@flydenver.com |
| Please provide the City Agency that is facilitating this solicitation: | Denver International Airport |
| Project Name | On-Call Airfield Construction |
| Solicitation No. (Check Below if Not Applicable) | 201842969 |
| Name of Your Company | Flatiron Constructors, Inc. |
| What Industry is Your Business? | Construction/Landscape/Maintenance Services |
| Address | 385 Interlocken Crescent, #900 |
| City | Broomfield |
| State | Colorado |
| Zip Code | 80021 |
| Business Phone Number | 303-485-4050 |
| Business Facsimile Number | 303-494-7684 |
| 1. How many employees does your company employ? | Over 100 |
| Number of Full Time: | 2300 |
| Number of Part Time: | 12 |
| 2. Do you have a Diversity and Inclusiveness Program? | No |
| 10. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program. | N/A |

11. Would you like information detailing how to implement a Diversity and Inclusiveness program?

Yes

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

Patricia Hoang

Today's Date

09-11-2018

Last Update

2018-09-11 09:12:35

Start Time

2018-09-11 08:21:09

Finish Time

2018-09-11 09:12:35

IP

4.14.121.185

Browser

IE

OS

Windows

Referrer

<https://fs7.formsite.com/CCDenver/form161/index.html>

Hoang, Patricia

From: DePorter, Katie
Sent: Thursday, September 6, 2018 1:49 PM
To: Tudor, Bob; Hoang, Patricia
Subject: FW: Prequalification for DIA RFP On-Call Airfield Construction Contract
Attachments: Manager's letter 7.9.18.pdf; manager's letter.pdf

Katie DePorter
Office -720-494-8095
Mobile -970-371-5177

From: Clark, Jennifer - PW CA0752 Contract Compliance Coordinator [mailto:Jennifer.Clark@denvergov.org]
Sent: Thursday, September 06, 2018 1:38 PM
To: DePorter, Katie
Subject: RE: Prequalification for DIA RFP On-Call Airfield Construction Contract

Hi Katie –

There is not a specific letter showing the extension date, but I can explain the reason for it.

In March, the Board approved a special category for the Annual Airfield Paving contract; that special category was Concrete Airfield Paving and the financial level required was \$6M. I have attached Flatiron's letter showing this approval.

Then, in June, the Board used the category again for the GARDI project. I have attached Flatiron's letter for this approval as well.

Per Rule 3.02 in the Rules for Prequalification of Construction Contractors, the Board can choose to maintain a specialty category for a specific period beyond contract award when it appears likely that future City construction projects will require bidders to be prequalified in that specialty within the next six months.

So, per the Rule, the board decided to approve the use of the special category for six months from the June permission date; that six months will expire 12/11/18.

Does that make sense? It's a very rare circumstance, and I know they are working on the next Rules revision that will include this category permanently. Just let me know if you have further questions.

Jennifer Clark | Prequalification Coordinator
Contract Compliance | City and County of Denver
phone: (720) 913.1757 | prequal: (720) 865.2539
jennifer.clark@denvergov.org



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From: DePorter, Katie [<mailto:KDeporter@flatironcorp.com>]
Sent: Thursday, September 06, 2018 11:09 AM
To: Clark, Jennifer - PW CA0752 Contract Compliance Coordinator <Jennifer.Clark@denvergov.org>
Subject: RE: Prequalification for DIA RFP On-Call Airfield Construction Contract

Hi Jennifer,

Would it be possible to get a formal letter showing the extended date on it?

Thanks so much

Katie DePorter
Office -720-494-8095
Mobile -970-371-5177

From: Clark, Jennifer - PW CA0752 Contract Compliance Coordinator [<mailto:Jennifer.Clark@denvergov.org>]
Sent: Thursday, September 06, 2018 10:31 AM
To: DePorter, Katie <KDeporter@flatironcorp.com>
Subject: RE: Prequalification for DIA RFP On-Call Airfield Construction Contract

You're very welcome Katie 😊

Jennifer Clark | Prequalification Coordinator
Contract Compliance | City and County of Denver
phone: (720) 913.1757 | prequal: (720) 865.2539
jennifer.clark@denvergov.org



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From: DePorter, Katie [<mailto:KDeporter@flatironcorp.com>]
Sent: Thursday, September 06, 2018 10:24 AM
To: Clark, Jennifer - PW CA0752 Contract Compliance Coordinator <Jennifer.Clark@denvergov.org>
Subject: RE: Prequalification for DIA RFP On-Call Airfield Construction Contract

Thank you so so much Jennifer!

Katie DePorter
Office -720-494-8095
Mobile -970-371-5177

From: Clark, Jennifer - PW CA0752 Contract Compliance Coordinator [<mailto:Jennifer.Clark@denvergov.org>]
Sent: Thursday, September 06, 2018 9:52 AM
To: DePorter, Katie <KDeporter@flatironcorp.com>
Subject: Prequalification for DIA RFP On-Call Airfield Construction Contract

Good Morning Katie –

I am reaching out regarding the recently posted [RFP for On-Call Airfield Construction \(Contract #201842969\)](#), with the prequalification requirement in special category – Concrete Airfield Paving at the \$6M level. Because you expressed interest in this category in March of this year for the Airfield Pavement Rehab project, and the Board approved the request, I thought I would go ahead and reach out in case you planned to submit an RFP for this new contract.

Last week, the Board made the decision to extend Flatiron’s prequalification in the special category – Concrete Airfield Paving at the \$6M financial level until 12/11/2018. Therefore, if you plan to submit on this contract, know that you are already prequalified and a Project Specific Application is not required.

Jennifer Clark | Prequalification Coordinator
Contract Compliance | City and County of Denver
phone: (720) 913.1757 | prequal: (720) 865.2539
jennifer.clark@denvergov.org



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~~~ FLATIRON CONFIDENTIALITY STATEMENT ~~~ The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you receive this email in error, please reply to notify me immediately. Thank you.



March 6, 2018

Ms. Katie DePorter  
Flatiron Constructors, Inc.  
385 Interlocken Crescent #900  
Broomfield, CO 80021

Dear Ms. DePorter:

The Contractor's Prequalification Board has reviewed the Project Specific Application submitted by your firm. The Board has recommended that your firm be allowed to bid on the upcoming **2018 Annual Airfield Pavement Rehabilitation project #201738697**. The Executive Director of the Department of Aviation and I have reviewed the recommendation and approve your prequalification.

Compliance with the "Rules For Prequalification of Construction Contractors" with the Departments of Aviation and Public Works of the City and County of Denver is necessary in order to ensure acceptable bids. Should you wish to bid on any other project in which the cost of construction is estimated to exceed your bid limit, or if you intend to participate in excess of \$1,000,000 in a joint venture, you must submit a written request for further consideration by the Prequalification Board.

We appreciate your interest in bidding on City and County of Denver contracts and look forward to working with you in the future.

Should you have any questions concerning the prequalification process, do not hesitate to contact us at 720.865.2539.

Sincerely,



Eulois Cleckley  
Executive Director of Public Works

cc: Prequalification Board File

Denver Public Works/Office of the Executive Director  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/dpw](http://www.denvergov.org/dpw)  
p. 720.865.8630 | f. 720.865.8795





July 2, 2018

Ms. Katie DePorter  
Flatiron Constructors, Inc.  
385 Interlocken Crescent #900  
Broomfield, CO 80021

Dear Ms. DePorter:

The Contractor's Prequalification Board has reviewed the Project Specific Permission application submitted by your firm. The Board has recommended that your firm be allowed to bid on the upcoming **Gate Apron Rehabilitation and Drainage Improvements (GARDI) Northwest Quadrant, Concourse B project 201842636**. The Executive Director of the Department of Aviation and I have reviewed the recommendation and approve your prequalification.

Compliance with the "Rules For Prequalification of Construction Contractors" with the Departments of Aviation and Public Works of the City and County of Denver is necessary in order to ensure acceptable bids. Should you wish to bid on any other project in which the cost of construction is estimated to exceed your bid limit, or if you intend to participate in excess of \$1,000,000 in a joint venture, you must submit a written request for further consideration by the Prequalification Board.

We appreciate your interest in bidding on City and County of Denver contracts and look forward to working with you in the future.

Should you have any questions concerning the prequalification process, do not hesitate to contact us at 720.865.2539.

Sincerely,

Eudois Cleckley  
Executive Director of Public Works

cc: Prequalification Board File

Denver Public Works/Office of the Executive Director  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/dpw](http://www.denvergov.org/dpw)  
p. 720.865.8630 | f. 720.865.8795

**VI. PREVAILING WAGES**

Prevailing Wage information is contained in the pages immediately following this page.

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



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/csa](http://www.denvergov.org/csa)

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

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Monday, July 16, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication is **Friday, July 13, 2018** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180019  
Superseded General Decision No. CO20170019  
Modification No. 1  
Publication Date: 07/13/2018  
(5 pages)

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

Attachments as listed above.

General Decision Number: CO180019 07/13/2018 CO19

Superseded General Decision Number: CO20170019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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                   | 01/05/2018       |
| 1                   | 07/13/2018       |

\* CARP9901-008 05/01/2018

|                                 | Rates    | Fringes |
|---------------------------------|----------|---------|
| CARPENTER (Form Work Only)..... | \$ 25.50 | 9.47    |
| -----                           |          |         |
| ELEC0068-016 03/01/2011         |          |         |

|                             | Rates    | Fringes    |
|-----------------------------|----------|------------|
| TRAFFIC SIGNALIZATION:      |          |            |
| Traffic Signal Installation |          |            |
| Zone 1.....                 | \$ 26.42 | 4.75%+8.68 |
| Zone 2.....                 | \$ 29.42 | 4.75%+8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:  
Colorado Springs - Nevada & Bijou  
Denver - Ellsworth Avenue & Broadway  
Ft. Collins - Prospect & College  
Grand Junction - 12th & North Avenue  
Pueblo - I-25 & Highway 50  
All work outside of these areas shall be paid Zone 2 rates.

-----  
ENGI0009-008 05/01/2017

|                                                                                                                                                                                                                                     | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR:                                                                                                                                                                                                           |          |         |
| (3)-Hydraulic Backhoe<br>(Wheel Mounted, under 3/4<br>yds), Hydraulic Backhoe<br>(Backhoe/Loader<br>combination), Drill Rig<br>Caisson (smaller than<br>Watson 2500 and similar),<br>Loader (up to and<br>including 6 cu. yd.)..... | \$ 27.60 | 10.10   |
| (3)-Loader (under 6 cu.<br>yd.)<br>Denver County.....                                                                                                                                                                               | \$ 27.60 | 10.10   |
| (3)-Motor Grader (blade-<br>rough)<br>Douglas County.....                                                                                                                                                                           | \$ 27.60 | 10.10   |
| (4)-Crane (50 tons and<br>under), Scraper (single<br>bowl, under 40 cu. yd).....                                                                                                                                                    | \$ 27.75 | 10.10   |
| (4)-Loader (over 6 cu. yd)<br>Denver County.....                                                                                                                                                                                    | \$ 27.75 | 10.10   |
| (5)-Drill Rig Caisson<br>(Watson 2500 similar or<br>larger), Crane (51-90<br>tons), Scraper (40 cu.yd<br>and over),.....                                                                                                            | \$ 27.92 | 10.10   |
| (5)-Motor Grader (blade-<br>finish)<br>Douglas County.....                                                                                                                                                                          | \$ 27.92 | 10.10   |
| (6)-Crane (91-140 tons).....                                                                                                                                                                                                        | \$ 28.55 | 10.10   |

-----  
SUCO2011-004 09/15/2011

|                                                              | Rates    | Fringes |
|--------------------------------------------------------------|----------|---------|
| CARPENTER (Excludes Form Work)...                            | \$ 19.27 | 5.08    |
| CEMENT MASON/CONCRETE FINISHER                               |          |         |
| Denver.....                                                  | \$ 20.18 | 5.75    |
| Douglas.....                                                 | \$ 18.75 | 3.00    |
| ELECTRICIAN (Excludes Traffic<br>Signal Installation).....   | \$ 35.13 | 6.83    |
| FENCE ERECTOR (Excludes<br>Link/Cyclone Fence Erection)..... | \$ 13.02 | 3.20    |
| GUARDRAIL INSTALLER.....                                     | \$ 12.89 | 3.20    |
| HIGHWAY/PARKING LOT<br>STRIPING:Painter                      |          |         |
| Denver.....                                                  | \$ 12.62 | 3.21    |
| Douglas.....                                                 | \$ 13.89 | 3.21    |
| IRONWORKER, REINFORCING<br>(Excludes Guardrail               |          |         |

|                                 |       |      |
|---------------------------------|-------|------|
| Installation).....\$            | 16.69 | 5.45 |
| IRONWORKER, STRUCTURAL          |       |      |
| (Includes Link/Cyclone Fence    |       |      |
| Erection, Excludes Guardrail    |       |      |
| Installation).....\$            | 18.22 | 6.01 |
| LABORER                         |       |      |
| Asphalt Raker.....\$            | 16.29 | 4.25 |
| Asphalt Shoveler.....\$         | 21.21 | 4.25 |
| Asphalt Spreader.....\$         | 18.58 | 4.65 |
| Common or General               |       |      |
| Denver.....\$                   | 16.76 | 6.77 |
| Douglas.....\$                  | 16.29 | 4.25 |
| Concrete Saw (Hand Held)....\$  | 16.29 | 6.14 |
| Landscape and Irrigation....\$  | 12.26 | 3.16 |
| Mason Tender-                   |       |      |
| Cement/Concrete                 |       |      |
| Denver.....\$                   | 16.96 | 4.04 |
| Douglas.....\$                  | 16.29 | 4.25 |
| Pipelayer                       |       |      |
| Denver.....\$                   | 13.55 | 2.41 |
| Douglas.....\$                  | 16.30 | 2.18 |
| Traffic Control (Flagger)....\$ | 9.55  | 3.05 |
| Traffic Control (Sets           |       |      |
| Up/Moves Barrels, Cones,        |       |      |
| Install Signs, Arrow            |       |      |
| Boards and Place                |       |      |
| Stationary Flags)(Excludes      |       |      |
| Flaggers).....\$                | 12.43 | 3.22 |
| PAINTER (Spray Only).....\$     | 16.99 | 2.87 |
| POWER EQUIPMENT OPERATOR:       |       |      |
| Asphalt Laydown                 |       |      |
| Denver.....\$                   | 22.67 | 8.72 |
| Douglas.....\$                  | 23.67 | 8.47 |
| Asphalt Paver                   |       |      |
| Denver.....\$                   | 24.97 | 6.13 |
| Douglas.....\$                  | 25.44 | 3.50 |
| Asphalt Roller                  |       |      |
| Denver.....\$                   | 23.13 | 7.55 |
| Douglas.....\$                  | 23.63 | 6.43 |
| Asphalt Spreader.....\$         | 22.67 | 8.72 |
| Backhoe/Trackhoe                |       |      |
| Douglas.....\$                  | 23.82 | 6.00 |
| Bobcat/Skid Loader.....\$       | 15.37 | 4.28 |
| Boom.....\$                     | 22.67 | 8.72 |
| Broom/Sweeper                   |       |      |
| Denver.....\$                   | 22.47 | 8.72 |
| Douglas.....\$                  | 22.96 | 8.22 |
| Bulldozer.....\$                | 26.90 | 5.59 |
| Concrete Pump.....\$            | 21.60 | 5.21 |
| Drill                           |       |      |
| Denver.....\$                   | 20.48 | 4.71 |
| Douglas.....\$                  | 20.71 | 2.66 |
| Forklift.....\$                 | 15.91 | 4.68 |
| Grader/Blade                    |       |      |
| Denver.....\$                   | 22.67 | 8.72 |
| Guardrail/Post Driver.....\$    | 16.07 | 4.41 |
| Loader (Front End)              |       |      |

|                                                 |          |      |
|-------------------------------------------------|----------|------|
| Douglas.....                                    | \$ 21.67 | 8.22 |
| Mechanic                                        |          |      |
| Denver.....                                     | \$ 22.89 | 8.72 |
| Douglas.....                                    | \$ 23.88 | 8.22 |
| Oiler                                           |          |      |
| Denver.....                                     | \$ 23.73 | 8.41 |
| Douglas.....                                    | \$ 24.90 | 7.67 |
| Roller/Compactor (Dirt and<br>Grade Compaction) |          |      |
| Denver.....                                     | \$ 20.30 | 5.51 |
| Douglas.....                                    | \$ 22.78 | 4.86 |
| Rotomill.....                                   | \$ 16.22 | 4.41 |
| Screed                                          |          |      |
| Denver.....                                     | \$ 22.67 | 8.38 |
| Douglas.....                                    | \$ 29.99 | 1.40 |
| Tractor.....                                    | \$ 13.13 | 2.95 |

TRAFFIC SIGNALIZATION:

|              |          |      |
|--------------|----------|------|
| Groundsman   |          |      |
| Denver.....  | \$ 17.90 | 3.41 |
| Douglas..... | \$ 18.67 | 7.17 |

TRUCK DRIVER

|                                             |          |      |
|---------------------------------------------|----------|------|
| Distributor                                 |          |      |
| Denver.....                                 | \$ 17.81 | 5.82 |
| Douglas.....                                | \$ 16.98 | 5.27 |
| Dump Truck                                  |          |      |
| Denver.....                                 | \$ 15.27 | 5.27 |
| Douglas.....                                | \$ 16.39 | 5.27 |
| Lowboy Truck.....                           | \$ 17.25 | 5.27 |
| Mechanic.....                               | \$ 26.48 | 3.50 |
| Multi-Purpose Specialty &<br>Hoisting Truck |          |      |
| Denver.....                                 | \$ 17.49 | 3.17 |
| Douglas.....                                | \$ 20.05 | 2.88 |
| Pickup and Pilot Car                        |          |      |
| Denver.....                                 | \$ 14.24 | 3.77 |
| Douglas.....                                | \$ 16.43 | 3.68 |
| Semi/Trailer Truck.....                     | \$ 18.39 | 4.13 |
| Truck Mounted Attenuator....                | \$ 12.43 | 3.22 |
| Water Truck                                 |          |      |
| Denver.....                                 | \$ 26.27 | 5.27 |
| Douglas.....                                | \$ 19.46 | 2.58 |

---

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

**Office of Human Resources  
Supplemental rates  
(Specific to the Denver Projects)  
Revised 4/11/2017)**

| <b>Classification</b>                                                               |                                  | <b>Base</b> | <b>Fringe</b> |
|-------------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Ironworker (Ornamental)                                                             |                                  | \$26.05     | \$12.00       |
| Laborer                                                                             | Removal of Asbestos              | \$21.03     | \$8.55        |
| Line Construction                                                                   | Lineman, Gas Fitter/Welder       | \$36.88     | \$9.55        |
|                                                                                     | Line Eq Operator/Line Truck Crew | \$25.74     | \$8.09        |
| Millwright                                                                          |                                  | \$28.00     | \$10.00       |
| Pipefitter                                                                          |                                  | \$30.45     | \$12.85       |
| Plumber                                                                             |                                  | \$30.19     | \$13.55       |
| Power Equipment Operator<br>(Tunnels Above and Below<br>Ground, shafts and raises): | Group 1                          | \$25.12     | \$10.81       |
|                                                                                     | Group 2                          | \$25.47     | \$10.85       |
|                                                                                     | Group 3                          | \$25.57     | \$10.86       |
|                                                                                     | Group 4                          | \$25.82     | \$10.88       |
|                                                                                     | Group 5                          | \$25.97     | \$10.90       |
|                                                                                     | Group 6                          | \$26.12     | \$10.91       |
|                                                                                     | Group 7                          | \$26.37     | \$10.94       |
| Power Equipment Operator                                                            | Group 1                          | \$22.97     | \$10.60       |
|                                                                                     | Group 2                          | \$23.32     | \$10.63       |
|                                                                                     | Group 3                          | \$23.67     | \$10.67       |
|                                                                                     | Group 4                          | \$23.82     | \$10.68       |
|                                                                                     | Group 5                          | \$23.97     | \$10.70       |
|                                                                                     | Group 6                          | \$24.12     | \$10.71       |
|                                                                                     | Group 7                          | \$24.88     | \$10.79       |
| Truck Driver                                                                        | Group 1                          | \$18.42     | \$10.00       |
|                                                                                     | Group 2                          | \$19.14     | \$10.07       |
|                                                                                     | Group 3                          | \$19.48     | \$10.11       |
|                                                                                     | Group 4                          | \$20.01     | \$10.16       |
|                                                                                     | Group 5                          | \$20.66     | \$10.23       |
|                                                                                     | Group 6                          | \$21.46     | \$10.31       |

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





**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

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

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Tuesday, August 7, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, August 3, 2018** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180012  
Superseded General Decision No. CO20170012  
Modification No. 6  
Publication Date: 08/03/2018  
(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.

General Decision Number: CO180012 08/03/2018 CO12

Superseded General Decision Number: CO20170012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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                   | 01/05/2018       |
| 1                   | 01/12/2018       |
| 2                   | 02/02/2018       |
| 3                   | 02/09/2018       |
| 4                   | 03/02/2018       |
| 5                   | 07/13/2018       |
| 6                   | 08/03/2018       |

\* ASBE0028-001 07/01/2018

|                                                                                                                                                                                        | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Workers/Insulator<br>(Includes application of<br>all insulating materials,<br>protective coverings,<br>coatings and finishings to<br>all types of mechanical<br>systems)..... | \$ 31.73 | 14.23   |

-----  
BRCO0007-004 01/01/2018

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

Rates Fringes

BRICKLAYER.....\$ 27.98 10.04

-----  
BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

Rates Fringes  
BRICKLAYER.....\$ 25.88 10.34

-----  
ELEC0012-004 01/01/2018

PUEBLO COUNTY

Rates Fringes  
ELECTRICIAN  
Electrical contract over  
\$1,000,000.....\$ 27.95 11.40+3%  
Electrical contract under  
\$1,000,000.....\$ 24.85 11.40+3%

-----  
ELEC0068-001 06/01/2018

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

Rates Fringes  
ELECTRICIAN.....\$ 35.80 15.45

-----  
ELEC0111-001 09/01/2017

Rates Fringes  
Line Construction:  
Groundman.....\$ 25.68 25.25%+\$5.75  
Line Equipment Operator.....\$ 31.35 25.25% + \$5.75  
Lineman and Welder.....\$ 44.92 25.25%+\$5.75

-----  
ELEC0113-002 06/01/2018

EL PASO COUNTY

Rates Fringes  
ELECTRICIAN.....\$ 31.80 15.90

-----  
ELEC0969-002 06/01/2015

MESA COUNTY

Rates Fringes  
ELECTRICIAN.....\$ 24.00 7.92

-----  
ENGI0009-001 05/01/2017

Rates Fringes  
Power equipment operators:  
Blade: Finish.....\$ 27.92 10.10

|                                                                                             |          |       |
|---------------------------------------------------------------------------------------------|----------|-------|
| Blade: Rough.....                                                                           | \$ 27.60 | 10.10 |
| Bulldozer.....                                                                              | \$ 27.60 | 10.10 |
| Cranes: 50 tons and under..                                                                 | \$ 27.75 | 10.10 |
| Cranes: 51 to 90 tons.....                                                                  | \$ 27.92 | 10.10 |
| Cranes: 91 to 140 tons.....                                                                 | \$ 28.55 | 10.10 |
| Cranes: 141 tons and over...                                                                | \$ 29.82 | 10.10 |
| Forklift.....                                                                               | \$ 27.22 | 10.10 |
| Mechanic.....                                                                               | \$ 28.08 | 10.10 |
| Oiler.....                                                                                  | \$ 26.84 | 10.10 |
| Scraper: Single bowl<br>under 40 cubic yards.....                                           | \$ 27.75 | 10.10 |
| Scraper: Single bowl,<br>including pups 40 cubic<br>yards and over and tandem<br>bowls..... | \$ 27.92 | 10.10 |
| Trackhoe.....                                                                               | \$ 27.75 | 10.10 |

-----  
IRON0024-003 11/01/2017

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Ironworkers:..... | \$ 27.45 | 27.76   |
| Structural        |          |         |

-----  
LABO0086-001 05/01/2009

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

-----  
PLUM0003-005 06/01/2017

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

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 39.08 | 16.44   |

-----  
PLUM0058-002 07/01/2018

EL PASO COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 37.25 | 14.85   |

-----  
PLUM0058-008 07/01/2018

PUEBLO COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 37.25 | 14.85   |

-----  
PLUM0145-002 07/01/2016

MESA COUNTY

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

Plumbers and Pipefitters.....\$ 35.17 11.70

-----  
PLUM0208-004 06/01/2016

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 37.10 | 16.62   |

-----  
\* SHEE0009-002 07/01/2018

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 34.02 | 17.49   |

-----  
\* TEAM0455-002 07/01/2018

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Truck drivers:             |          |         |
| Pickup.....                | \$ 21.41 | 4.32    |
| Tandem/Semi and Water..... | \$ 22.04 | 4.32    |

-----  
SUCO2001-006 12/20/2001

|                  | Rates    | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 17.60 |         |

Carpenters:

|                              |          |      |
|------------------------------|----------|------|
| Form Building and Setting... | \$ 16.97 | 2.74 |
| All Other Work.....          | \$ 15.14 | 3.37 |

Cement Mason/Concrete Finisher...\$ 17.31 2.85

IRONWORKER, REINFORCING.....\$ 18.83 3.90

Laborers:

|                |          |      |
|----------------|----------|------|
| Common.....    | \$ 11.22 | 2.92 |
| Flagger.....   | \$ 8.91  | 3.80 |
| Landscape..... | \$ 12.56 | 3.21 |

Painters:

|                            |          |      |
|----------------------------|----------|------|
| Brush, Roller & Spray..... | \$ 15.81 | 3.26 |
|----------------------------|----------|------|

Power equipment operators:

|                       |          |      |
|-----------------------|----------|------|
| Backhoe.....          | \$ 16.36 | 2.48 |
| Front End Loader..... | \$ 17.24 | 3.23 |
| Skid Loader.....      | \$ 15.37 | 4.41 |

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

**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver Projects)**  
**(Supp #74, Date: 02-03-2012)**

| <b>Classification</b>                                                         |                                  | <b>Base</b> | <b>Fringe</b> |
|-------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Ironworker                                                                    | Ornamental                       | \$24.80     | \$10.03       |
| Laborer                                                                       | Group 1                          | \$18.18     | \$8.27        |
|                                                                               | Group 2                          | \$21.59     | \$8.61        |
| Laborer (Janitor)                                                             | Janitor/Yardmen                  | \$17.68     | \$8.22        |
| Laborer (Asbestos)                                                            | Removal of Asbestos              | \$21.03     | \$8.55        |
| Laborer (Tunnel)                                                              | Group 1                          | \$18.53     | \$8.30        |
|                                                                               | Group 2                          | \$18.63     | \$8.31        |
|                                                                               | Group 3                          | \$19.73     | \$8.42        |
|                                                                               | Group 4                          | \$21.59     | \$8.61        |
|                                                                               | Group 5                          | \$19.68     | \$8.42        |
| Line Construction                                                             | Lineman, Gas Fitter/Welder       | \$36.88     | \$9.55        |
|                                                                               | Line Eq Operator/Line Truck Crew | \$25.74     | \$8.09        |
| Millwright                                                                    |                                  | \$28.00     | \$10.00       |
| Power Equipment Operator                                                      | Group 1                          | \$22.97     | \$10.60       |
|                                                                               | Group 2                          | \$23.32     | \$10.63       |
|                                                                               | Group 3                          | \$23.67     | \$10.67       |
|                                                                               | Group 4                          | \$23.82     | \$10.68       |
|                                                                               | Group 5                          | \$23.97     | \$10.70       |
|                                                                               | Group 6                          | \$24.12     | \$10.71       |
|                                                                               | Group 7                          | \$24.88     | \$10.79       |
| Power Equipment Operator (Tunnels above and below ground, shafts and raises): | Group 1                          | \$25.12     | \$10.81       |
|                                                                               | Group 2                          | \$25.47     | \$10.85       |
|                                                                               | Group 3                          | \$25.57     | \$10.86       |
|                                                                               | Group 4                          | \$25.82     | \$10.88       |
|                                                                               | Group 5                          | \$25.97     | \$10.90       |
|                                                                               | Group 6                          | \$26.12     | \$10.91       |
|                                                                               | Group 7                          | \$26.37     | \$10.94       |
| Truck Driver                                                                  | Group 1                          | \$18.42     | \$10.00       |
|                                                                               | Group 2                          | \$19.14     | \$10.07       |
|                                                                               | Group 3                          | \$19.48     | \$10.11       |
|                                                                               | Group 4                          | \$20.01     | \$10.16       |
|                                                                               | Group 5                          | \$20.66     | \$10.23       |
|                                                                               | Group 6                          | \$21.46     | \$10.31       |

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

**VII. CONTRACT**

A sample contract is contained in the pages immediately following this page

**CONTRACT**

**THIS CONTRACT**, made and entered into as of the date indicated on the City signature page below, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "**CITY**", and FLATIRON CONSTRUCTORS, INC. a Michigan corporation authorized to conduct business in Colorado, hereinafter referred to as the "**CONTRACTOR**".

**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 task orders issued under Contract No. 201842969, On-Call Airfield Construction, Denver International Airport; and

**WHEREAS**, proposals to said advertisement have been received by the Chief Executive Officer of the Department of Aviation, who has recommended that a contract for said work be made and entered into with the above named Contractor who was the best, responsive, qualified proposer therefore; and

**WHEREAS**, said Contractor is now willing and able to perform all of said work in accordance with the Contract Documents and its proposal;

**NOW, THEREFORE**, for and in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

**ARTICLE I - CONTRACT DOCUMENTS:** It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings and documents taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this Contract as if they were set out verbatim and in full herein:

- Advertisement of Notice of Invitation for
- Proposals Instructions to Proposers
- Addenda (if any)
- Proposal Forms
- Proposal letter
- Schedule of Prices and Quantities
- Proposal Data Forms
- Notice to Apparent Selected Proposer
- Contract
- Appendix 1
- Compliance Plan
- Payment & Performance Bond
- Notice to Proceed



Form of Final Receipt  
Construction Contract General Conditions  
Special Conditions  
Prevailing Wage Schedules  
Insurance requirements  
Equal Employment Opportunity Provisions  
Technical Specifications (to be provided and incorporated per task order)  
Contract Drawings (to be provided and incorporated per task order)  
Approved Shop Drawings (to be provided and incorporated per task order)  
Approved Task Orders (to be provided and incorporated per task order)  
Approved Task Order Directives (to be provided and incorporated per task order)  
Approved Change Orders (to be provided and incorporated per task order)  
Approved Change Order Directives (to be provided and incorporated per task order)

In the event of an irreconcilable conflict between a provision of Articles I through XX of this Contract 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:

Appendix No. 1

Articles I through XX of this Contract with all Exhibits, as modified by any City-authorized Amendments, City-authorized Change Orders and Task Orders.

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

**ARTICLE II - SCOPE OF WORK:** The Contractor agrees to and 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 said Contract Documents.

**ARTICLE III - TERMS OF PERFORMANCE:** The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Deputy Manager of Aviation – Airport Infrastructure Management and agrees to fully complete the Work in its entirety within the time frame established for each Task Order. The entire contract shall be complete no later than 3 (three) years from the date of execution of this Contract. This period of performance is also referred to as Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

If, at the end of the Contract Time, 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.

**ARTICLE IV - LIQUIDATED DAMAGES:** It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve Substantial Completion of the Work within the time set forth in the Task Order or fails to substantially complete the Milestones

or Phases described in a Task Order within the time set forth in the 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 the Contractor's failure to substantially complete the work within the Task Order, or to substantially complete the work described in Milestone Areas within the time set forth in the Special Conditions, shall be those amounts listed in the Special Conditions. If the 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 the Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

**ARTICLE V - TERMS OF PAYMENT:** The City agrees to pay the Contractor for the performance and completion of all of the Work required under each authorized Task Order, in accordance with the Contract Documents. The Contractor acknowledges that this Contract is an On-Call Contract, and that there is no obligation on the City to issue any Task Orders under this Contract.

The maximum amount to be paid by the City to the Contractor for satisfactory completion of all Task Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed Six Million Dollars and NO Cents (\$6,000,000.00) ("Maximum Contract Amount"). In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the Maximum Contract Amount, as modified by any duly authorized Change Order, specified herein.

Payments will be made to the Contractor in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, et. seq., subject to the maximum contract amount stated above. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

Payment hereunder will be in accordance with the provisions of the Contract Documents, including Title 9 of the General Conditions, and will be made solely and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Contract from the City and County of Denver Airport System 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.

The Project Manager, in his or her sole discretion, may annually adjust the hourly rates and the multiplier on the anniversary of the Effective Date. Hourly rate adjustments shall not exceed the Denver-Boulder-Greeley Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

In accordance with DRMC 20-109(e) and GC 909.1(h), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their complete and responsive form within sixty (60) days of the completion of the Work included on the invoice shall be deemed untimely.

**ARTICLE VI - DISPUTES:** It is agreed and understood by the parties hereto that disputes regarding this contract shall be resolved by administrative hearing under procedures described in Revised Municipal Code Section 5-17.

**ARTICLE VII - 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.

**ARTICLE VIII - 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.

**ARTICLE IX - ASSIGNMENT:** The Contractor shall not assign the whole or any part of its duties, rights, and interests in this Contract without first obtaining the written consent of the Manager.

**ARTICLE X - APPROVALS:** In the event this Contract calls for the payment by the City of Five Million Dollars (\$5,000,000.00) or more, approval by the Board of Councilmen of the City and County of Denver, acting by Ordinance 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.

**ARTICLE XI - JOINT VENTURE:** If the 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 the Contractor which are set forth in the Contract.

**ARTICLE XII - NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

**ARTICLE XIII - WAIVER OF CRS 13-20-801, et seq.:** Notwithstanding any other provision of this Contract, the Contractor specifically waives all of the provisions of Colorado Revised Statutes §§ 13-20-801 – 80 as they may relate to the Contractor's performance under this Contract.

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

**ARTICLE XV - COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, and with the charter, ordinances and rules and regulations of the City and County of Denver.

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

**ARTICLE XVII – COLORADO OPEN RECORDS ACT:** The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Contract notwithstanding, including exhibits, attachments and other documents incorporated into this Contract by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

**ARTICLE XVIII – COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:** This Contract is subject to all applicable provisions of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of Twelve percent (12%) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of the approved Small Business Enterprise Compliance Plan. Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 D.R.M.C. and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, D.R.M.C. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

**ARTICLE XIX – ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**ARTICLE XX – FEDERAL PROVISIONS:** This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport. The provisions of the attached Appendices A - E are incorporated herein by reference. Contractor agrees to comply with the provisions listed below and those listed in Exhibit F, incorporated herein by reference.

General Civil Rights - 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 sub-tier 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.

Federal Fair Labor Standards Act - This Agreement 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 Agreement. 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.

Occupational Safety and Health Act - This Agreement 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.

Energy Conservation Requirements - Contractor and Subcontractor(s) agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq).

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 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 City to enter into any litigation to protect the interests of City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

[END OF PAGE]

Contract Control Number: PLANE-201842969-00

Contractor Name: FLATIRON CONSTRUCTORS INC.

By: Eric Taylor

Name: Eric Taylor  
(please print)

Title: Sr. Vice President  
(please print)

ATTEST: [if required]



By: Bernie Herrmann

Name: Bernie H. Herrmann  
(please print)

Title: VP & Asst. Secretary  
(please print)



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_





**VIII. PAYMENT AND PERFORMANCE BONDS**

[INSERT PAYMENT AND PERFORMANCE BONDS HERE]

## PERFORMANCE AND PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Flatiron Constructors, Inc., a corporation organized under the laws of the State of Delaware, hereinafter referred to as the "Contractor" and \_\_\_\_\_ Liberty Mutual Insurance Company [Bond issuer], a corporation organized under the laws of the State of Massachusetts [Bond company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of 201842969, ON-CALL AIRFIELD CONSTRUCTION, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other contract documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this Performance and Payment Bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. At all times promptly makes payments for all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in said Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under law; and
3. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

**IN ADDITION**, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 9th day of January, 2019.

Flatiron Constructors, Inc.  
CONTRACTOR


By:   
Sr. Vice President

Liberty Mutual Insurance Company  
SURETY

By:   
Elliott W. Wolfe, Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By:   
MAYOR

By:   
Chief Executive Officer  
Denver International Airport

APPROVED AS TO FORM:

KRISTIN M. BRONSON, Attorney for the  
City and County of Denver

By:   
Assistant City Attorney

**CORPORATE ACKNOWLEDGMENT**

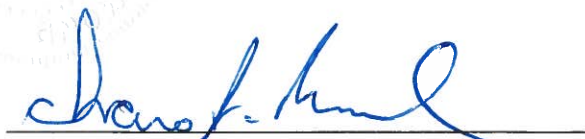
Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 9th day of January, 2019, before me personally came ELLIOTT W. WOLFFE to me known, who, being by me duly sworn, did depose and say that she/he resides in LIVINGSTON, NEW JERSEY that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



**Charo J. Rosemond**  
**Notary Public of New Jersey**  
**Comm. # 50062328**  
**My Commission Expires 6/13/2022**



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2017

| <b>Assets</b>                                 |                                | <b>Liabilities</b>                          |                                |
|-----------------------------------------------|--------------------------------|---------------------------------------------|--------------------------------|
| Cash and Bank Deposits.....                   | \$370,003,299                  | Unearned Premiums.....                      | \$7,503,154,587                |
| *Bonds — U.S Government.....                  | 1,331,664,975                  | Reserve for Claims and Claims Expense.....  | 19,658,731,454                 |
| *Other Bonds.....                             | 11,127,053,004                 | Funds Held Under Reinsurance Treaties.....  | 224,693,828                    |
| *Stocks.....                                  | 16,367,850,688                 | Reserve for Dividends to Policyholders..... | 967,520                        |
| Real Estate.....                              | 272,895,626                    | Additional Statutory Reserve.....           | 52,491,027                     |
| Agents' Balances or Uncollected Premiums..... | 5,258,657,823                  | Reserve for Commissions, Taxes and          |                                |
| Accrued Interest and Rents.....               | 100,341,596                    | Other Liabilities.....                      | <u>4,049,392,852</u>           |
| Other Admitted Assets.....                    | <u>11,192,287,530</u>          | <b>Total.....</b>                           | <b><u>\$31,489,431,268</u></b> |
| <b>Total Admitted Assets.....</b>             | <b><u>\$46,020,754,541</u></b> | Special Surplus Funds.....                  | \$176,230,822                  |
|                                               |                                | Capital Stock.....                          | 10,000,000                     |
|                                               |                                | Paid in Surplus.....                        | 9,484,316,385                  |
|                                               |                                | Unassigned Surplus.....                     | 4,860,776,066                  |
|                                               |                                | <b>Surplus to Policyholders.....</b>        | <b><u>14,531,323,273</u></b>   |
|                                               |                                | <b>Total Liabilities and Surplus.....</b>   | <b><u>\$46,020,754,541</u></b> |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16<sup>th</sup> day of March, 2018.

*TAMikolajewski*

\_\_\_\_\_  
Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196935

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sherryanne M. DePirro, Mary R. McKee, Vincent C. Miseo, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh, Elliott W. Wolffe

all of the city of Paramus state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of January, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**IX. SCHEDULE OF RATES AND MARKUPS FORM**

Refer to IP-7 for a statement of the criteria to be evaluated with respect to this section. Use this form. Include Exhibit K and Exhibit L in their entirety.

**A. POSITION**

|                                          |                       |                    |
|------------------------------------------|-----------------------|--------------------|
| <b>Project Manager:</b>                  | <u>Justin Cooper</u>  | <u>\$116.41/HR</u> |
| <b>Project Superintendent:</b>           | <u>Jeremy Bresnia</u> | <u>\$91.33/HR</u>  |
| <b>Project Engineer:</b>                 | <u>Weston Collins</u> | <u>\$75.30/HR</u>  |
| <b>Office Engineer:</b>                  | <u>Adam Miller</u>    | <u>\$70.27/HR</u>  |
| <b>Administrative Asst / Timekeeper:</b> | <u>Thomene Garcia</u> | <u>\$56.55/HR</u>  |
| <b>Safety Manager:</b>                   | <u>Brian Maria</u>    | <u>\$85.77/HR</u>  |

**B. LABOR MARKUP**

**Labor Markup Percentage:** 12%

Markup to be multiplied by estimated labor cost as negotiated. Estimated labor cost will be the estimated actual labor costs submitted by contractor and verified by CCD. Estimated labor cost will include all craft wages, fringe benefits and burdens. Markup will include overhead, home office overhead safety and other training, profit, small tools, and consumables. Small tools are defined as any tool with a replacement value of \$500 or less. Consumables are defined as any materials that may be consumed by the work and are not part of the permanent installation (e.g. rags, drill bits, hard hats, safety glasses, gloves, saw blades, reciprocating saw blades, tape, welding rod, etc.).

**C. MATERIAL MARKUP**

**Material Markup Percentage:** 8%

Markup to be multiplied by actual material quotes if available or estimated cost if not available. Markup will include overhead, home office overhead and profit. Markup will not be applied to sales taxes.

**D. EQUIPMENT MARKUP**

**Equipment Markup Percentage:** 8%

Markup to be multiplied by estimated equipment costs as negotiated. Estimated equipment utilization rates will be derived from the Rental Rate Blue Book for Construction Equipment as modified by CDOT Standard Specifications for Road and Bridge Construction, Section 109.04 (c). Markup to include overhead, home office overhead and profit.



**E. SUBCONTRACTOR MARKUP**

**Subcontractor Markup Percentage:** 8%

Markup to be multiplied by agreed-to subcontractor proposals submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

**F. ENGINEERING AND SURVEY MARKUP**

**Engineering and Survey Markup Percentage:** 8%

Markup to be multiplied by agreed-to subcontractor proposals submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

**G. TESTING MARKUP**

**Testing Markup Percentage:** 8%

Markup to be multiplied by agreed-to subcontractor testing submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

**H. PERMITS**

Permits will be obtained by the contractor. Permit costs will be the agreed to or actual cost of the permit without markup. Costs to acquire the permit will be included in the other markups.

**I. SALES TAX, BOND AND INSURANCE**

Sales tax, bonding and insurance costs will be the agreed to or actual cost without markup.

**J. ADDITIONAL OR EXTRA WORK PERFORMED WITHIN A TASK ORDER**

Extra work will be performed utilizing the same markups as the original Task Order.

**K. RETENTION**

Final settlement and release of retention will be made upon completion of each Task Order rather than contract completion.

**L. SUBCONTRACTORS**

Subcontractors will be required to use the same markups as the prime contractor. Reimbursement and mark-up percentage for subcontractor staff, when required, will be as described in section Labor Mark-up above.

# Core Staff Labor Rate Data Entry Worksheet

|    | Select the Contractor Company | 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) | Hourly rate for Allowances on the Payroll Register | Total Base Hourly Rate | Multiplier Factor | Hourly Rate Charged to the City |
|----|-------------------------------|-------------------------|---------------------------------------|-------------------------------------------------------------|-----------------------------------------|-------------------------------------------------|----------------------------------------------------|------------------------|-------------------|---------------------------------|
| 1  | Flatiron Constructors, Inc.   | Justin Cooper           | Project Manager                       | Currently Badged                                            | Level V, Managerial                     | \$69.11                                         | \$10.70                                            | \$79.81                | 45.86%            | \$116.41                        |
| 2  | Flatiron Constructors, Inc.   | Jeremy Bresina          | Project Superintendent                | Currently Badged                                            | Level IV, Supervisory                   | \$49.62                                         | \$12.99                                            | \$62.61                | 45.86%            | \$91.33                         |
| 3  | Flatiron Constructors, Inc.   | Weston Collins          | Project Engineer                      | Currently Badged                                            | Level III, Full Experience              | \$41.62                                         | \$10.01                                            | \$51.63                | 45.86%            | \$75.30                         |
| 4  | Flatiron Constructors, Inc.   | Thomene Hottel-Garcia   | Administrative Assistant / Timekeeper | Current Signatory                                           | Level III, Full Experience              | \$32.19                                         | \$6.58                                             | \$38.77                | 45.86%            | \$56.55                         |
| 5  | Flatiron Constructors, Inc.   | Jim Kraus               | Project Manager                       | Currently Badged                                            | Level V, Managerial                     | \$56.73                                         | \$10.60                                            | \$67.33                | 45.86%            | \$98.21                         |
| 6  | Flatiron Constructors, Inc.   | Ned Meyers              | Project Superintendent                | Currently Badged                                            | Level IV, Supervisory                   | \$56.95                                         | \$12.99                                            | \$69.94                | 45.86%            | \$102.01                        |
| 7  | Flatiron Constructors, Inc.   | Stephen Wheeler         | Project Manager                       | Currently Badged                                            | Level V, Managerial                     | \$55.29                                         | \$10.70                                            | \$65.99                | 45.86%            | \$96.25                         |
| 8  | Flatiron Constructors, Inc.   | Jake DeGrace            | Project Engineer                      | Currently Badged                                            | Level III, Full Experience              | \$38.94                                         | \$10.70                                            | \$49.64                | 45.86%            | \$72.41                         |
| 9  | Flatiron Constructors, Inc.   | Evan Shintaku           | Project Manager                       | Currently Badged                                            | Level V, Managerial                     | \$48.56                                         | \$10.01                                            | \$58.57                | 45.86%            | \$85.43                         |
| 10 | Flatiron Constructors, Inc.   | Ryan Stice              | Project Superintendent                | Currently Badged                                            | Level IV, Supervisory                   | \$73.08                                         | \$11.74                                            | \$84.82                | 45.86%            | \$123.71                        |
| 11 | Flatiron Constructors, Inc.   | John Hampton            | Project Superintendent                | Currently Badged                                            | Level IV, Supervisory                   | \$57.69                                         | \$12.99                                            | \$70.68                | 45.86%            | \$103.10                        |
| 12 | Flatiron Constructors, Inc.   | Frank Stetson           | Project Superintendent                | Currently Badged                                            | Level IV, Supervisory                   | \$58.15                                         | \$12.99                                            | \$71.14                | 45.86%            | \$103.76                        |
| 13 | Flatiron Constructors, Inc.   | Nate Drake              | Project Engineer                      | Currently Badged                                            | Level III, Full Experience              | \$33.65                                         | \$12.99                                            | \$46.64                | 45.86%            | \$68.03                         |
| 14 | Flatiron Constructors, Inc.   | Eli McKinney            | Project Engineer                      | Currently Badged                                            | Level III, Full Experience              | \$36.15                                         | \$10.70                                            | \$46.85                | 45.86%            | \$68.33                         |
| 15 | Flatiron Constructors, Inc.   | Adam Miller             | Office Engineer                       | Currently Badged                                            | Level III, Full Experience              | \$41.60                                         | \$6.58                                             | \$48.18                | 45.86%            | \$70.27                         |
| 16 | Flatiron Constructors, Inc.   | Conor Osborn            | Office Engineer                       | Currently Badged                                            | Level III, Full Experience              | \$32.82                                         | \$10.70                                            | \$43.52                | 45.86%            | \$63.48                         |
| 17 | Flatiron Constructors, Inc.   | Cody Pyette             | Office Engineer                       | Currently Badged                                            | Level III, Full Experience              | \$43.74                                         | \$10.70                                            | \$54.44                | 45.86%            | \$79.40                         |
| 18 | Flatiron Constructors, Inc.   | KC Quarry               | Project Engineer                      | Currently Badged                                            | Level III, Full Experience              | \$31.25                                         | \$10.70                                            | \$41.95                | 45.86%            | \$61.19                         |
| 19 | Flatiron Constructors, Inc.   | Matt Joseph             | Safety/Loss-Prevention Manager        | Currently Badged                                            | Level III, Full Experience              | \$49.54                                         | \$10.70                                            | \$60.24                | 45.86%            | \$87.87                         |
| 20 | Flatiron Constructors, Inc.   | Mike Ruiz               | Safety/Loss-Prevention Manager        | Currently Badged                                            | Level III, Full Experience              | \$57.69                                         | \$10.01                                            | \$67.70                | 45.86%            | \$98.75                         |
| 21 | Flatiron Constructors, Inc.   | Brian Maria             | Safety/Loss-Prevention Manager        | Currently Badged                                            | Level III, Full Experience              | \$48.10                                         | \$10.70                                            | \$58.80                | 45.86%            | \$85.77                         |
| 22 | Flatiron Constructors, Inc.   | Alexandra Parr          | Safety/Loss-Prevention Manager        | Currently Badged                                            | Level III, Full Experience              | \$31.25                                         | \$10.70                                            | \$41.95                | 45.86%            | \$61.19                         |
| 23 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 24 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 25 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 26 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 27 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 28 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 29 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 30 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 31 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 32 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 33 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 34 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |
| 35 |                               |                         |                                       |                                                             |                                         |                                                 |                                                    |                        |                   |                                 |

**X. EXHIBIT A: SCOPE OF WORK**

## **Scope of Work – Airfield On-Call Construction**

The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, and materials necessary for and required to perform all of the Work described, drawn, set forth, shown and included in said Contract Documents.

Work may include installation, repairs to or replacement of any infrastructure (excluding buildings) within or pertaining, primarily to the Airfield.

This On-Call Contract will have project work initiated by a written Task Order which will set forth the scope of the work or services to be provided. The price for each Task will be determined by either:

- Time and Material with a Not to Exceed or 90% of the City's estimate
- Competitive bid between 2 or more On-Call Contractors.

The scope of work is dynamic, varied, and may be continuous throughout the contract duration.

On-Call contracting is a flexible, streamlined procurement method used to acquire construction related services, as further outlined below, to get projects completed quickly and efficiently.

Emergency Construction work shall be issued whenever there is public safety, regulatory requirements or operational issues that may exist.

Certain areas of work may require significant night work, typically from 2300 to 0600. Night working hours are subject to change and will be based upon the operational needs of DEN. Quantities of work performed are typically low production and scattered throughout DEN property.

The work under this contract could be funded by the CIP program and will be funded from the approved CIP budget or from O&M money. The duration of the contract is to be 3 years (three) starting in second quarter of 2019.

The typical types of projects may include, but are not limited to the following:

- Demolition
- Earthwork and Turf
- Concrete Paving
- Asphalt Paving
- Special Structures; Manholes, Vaults and Retaining Walls
- Fencing
- Drainage, Erosion Control and Utilities
- Lighting and Signage
- Pavement Marking
- Spall and Joint Repair
- Joint and Crack Sawing, Routing and Sealing with P-604 and P-605
- Traffic Control and Haul Route Flagging
- Mobilization

**City and County of Denver**



**DENVER**  
THE MILE HIGH CITY

DEPARTMENT OF AVIATION  
DEPARTMENT OF PUBLIC WORKS

**STANDARD SPECIFICATIONS FOR  
CONSTRUCTION  
GENERAL CONTRACT CONDITIONS**

2011 Edition

**Statement**

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|                                                                            |          |
|----------------------------------------------------------------------------|----------|
| <b>TITLE 1 - DEFINITIONS.....</b>                                          | <b>1</b> |
| 101 CITY .....                                                             | 1        |
| 102 CONTRACT.....                                                          | 1        |
| 103 CONTRACT AMOUNT .....                                                  | 1        |
| 104 CONTRACT DOCUMENTS .....                                               | 1        |
| 105 CONTRACT TIME .....                                                    | 1        |
| 106 CONTRACTOR.....                                                        | 2        |
| 107 CONTRACTOR PERSONNEL .....                                             | 2        |
| 108 DAYS.....                                                              | 2        |
| 109 DEPUTY MANAGER .....                                                   | 2        |
| 110 DESIGNER .....                                                         | 2        |
| 111 FINAL COMPLETION .....                                                 | 2        |
| 112 MANAGER .....                                                          | 3        |
| 113 PRODUCT DATA.....                                                      | 3        |
| 114 PROJECT .....                                                          | 3        |
| 115 PROJECT MANAGER .....                                                  | 3        |
| 116 SAMPLES .....                                                          | 3        |
| 117 SHOP DRAWINGS .....                                                    | 3        |
| 118 SUBCONTRACTOR .....                                                    | 3        |
| 119 SUBSTANTIAL COMPLETION .....                                           | 3        |
| 120 SUPPLIER .....                                                         | 4        |
| 121 WORK .....                                                             | 4        |
| <b>TITLE 2 – CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY.....</b> | <b>5</b> |
| 201 DEPARTMENT OF AVIATION .....                                           | 5        |
| 202 MANAGER OF AVIATION.....                                               | 5        |
| 203 DEPARTMENT OF PUBLIC WORKS.....                                        | 5        |
| 204 MANAGER OF PUBLIC WORKS .....                                          | 5        |

|                                                           |                                                                             |          |
|-----------------------------------------------------------|-----------------------------------------------------------------------------|----------|
| 205                                                       | BUILDING INSPECTION .....                                                   | 5        |
| 206                                                       | ZONING .....                                                                | 5        |
| 207                                                       | DIVISION OF SMALL BUSINESS OPPORTUNITY .....                                | 6        |
| 208                                                       | CITY AUDITOR .....                                                          | 6        |
| 209                                                       | MANAGER OF FINANCE.....                                                     | 6        |
| 210                                                       | CITY ATTORNEY .....                                                         | 6        |
| 211                                                       | OFFICE OF RISK MANAGEMENT .....                                             | 6        |
| 212                                                       | CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY .....                      | 6        |
| 213                                                       | CITY'S COMMUNICATIONS WITH THE CONTRACTOR .....                             | 7        |
| <b>TITLE 3 - CONTRACTOR PERFORMANCE AND SERVICES.....</b> |                                                                             | <b>8</b> |
| 301                                                       | CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE).....                    | 8        |
| 302                                                       | NOTICE TO PROCEED AND COMPLETION OF THE WORK .....                          | 8        |
| 303                                                       | EXACT CONTRACTOR PERFORMANCE .....                                          | 8        |
| 304                                                       | SUBSTITUTED PERFORMANCE .....                                               | 8        |
| 305                                                       | WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS.....                        | 9        |
| 306                                                       | WORKING HOURS AND SCHEDULE .....                                            | 9        |
| 307                                                       | CONTRACTOR'S SUPERINTENDENT .....                                           | 10       |
| 308                                                       | COMMUNICATIONS .....                                                        | 10       |
| 309                                                       | CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO<br>THE CITY ..... | 10       |
| 310                                                       | COMPETENCE OF CONTRACTOR'S WORK FORCE .....                                 | 11       |
| 311                                                       | NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE<br>CONTRACT.....  | 11       |
| 312                                                       | CONDUCT OF CONTRACTOR'S PERSONNEL.....                                      | 12       |
| 313                                                       | SUGGESTIONS TO CONTRACTOR .....                                             | 12       |
| 314                                                       | WORK FORCE .....                                                            | 12       |
| 315                                                       | CONSTRUCTION MACHINES AND STANBY EQUIPMENT.....                             | 13       |

|                                                                         |                                                                                    |           |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------|
| 316                                                                     | CUTTING AND PATCHING THE WORK.....                                                 | 13        |
| 317                                                                     | PERMITS AND LICENSES.....                                                          | 13        |
| 318                                                                     | CONSTRUCTION SURVEYS.....                                                          | 14        |
| 319                                                                     | PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS.....                         | 14        |
| 320                                                                     | TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND<br>PROCESSES.....      | 15        |
| 321                                                                     | PROJECT SIGNS.....                                                                 | 15        |
| 322                                                                     | PUBLICITY AND ADVERTISING.....                                                     | 16        |
| 323                                                                     | TAXES.....                                                                         | 16        |
| 324                                                                     | DOCUMENTS AND SAMPLES AT THE SITE.....                                             | 17        |
| 325                                                                     | CLEANUP DURING CONSTRUCTION.....                                                   | 17        |
| 326                                                                     | SANITARY FACILITIES.....                                                           | 18        |
| 327                                                                     | POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND<br>WATER SERVICES..... | 18        |
| <b>TITLE 4 - CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS) .....</b> |                                                                                    | <b>19</b> |
| 401                                                                     | CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION.....                                | 19        |
| 402                                                                     | OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS.....                   | 20        |
| 403                                                                     | CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE<br>CONTRACTOR.....    | 20        |
| 404                                                                     | REQUESTS FOR INFORMATION OR CLARIFICATION.....                                     | 21        |
| 405                                                                     | SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....                                       | 21        |
| 406                                                                     | SUBSTITUTION OF MATERIALS AND EQUIPMENT.....                                       | 22        |
| <b>TITLE 5 - SUBCONTRACTS.....</b>                                      |                                                                                    | <b>24</b> |
| 501                                                                     | SUBCONTRACTS.....                                                                  | 24        |
| 502                                                                     | SUBCONTRACTOR ACCEPTANCE.....                                                      | 24        |
| <b>TITLE 6 - TIME OF COMMENCEMENT AND COMPLETION .....</b>              |                                                                                    | <b>27</b> |
| 601                                                                     | BEGINNING, PROGRESS AND TIME OF COMPLETION.....                                    | 27        |
| 602                                                                     | LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES.....                      | 27        |



|                                                                       |                                                                  |           |
|-----------------------------------------------------------------------|------------------------------------------------------------------|-----------|
| 603                                                                   | DELAY DAMAGES .....                                              | 28        |
| <b>TITLE 7 - COOPERATION, COORDINATION AND RATE OF PROGRESS .....</b> |                                                                  | <b>29</b> |
| 701                                                                   | COOPERATION WITH OTHER WORK FORCES .....                         | 29        |
| 702                                                                   | COORDINATION OF THE WORK .....                                   | 30        |
| 703                                                                   | COORDINATION OF PUBLIC CONTACT .....                             | 30        |
| 704                                                                   | RATE OF PROGRESS.....                                            | 30        |
| <b>TITLE 8 - PROTECTION OF PERSONS AND PROPERTY .....</b>             |                                                                  | <b>32</b> |
| 801                                                                   | SAFETY OF PERSONS .....                                          | 32        |
| 802                                                                   | PROTECTIVE DEVICES AND SAFETY PRECAUTIONS.....                   | 33        |
| 803                                                                   | PROTECTION OF PROPERTY AND WORK IN PROGRESS.....                 | 33        |
| 804                                                                   | PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR UTILITY SYSTEMS ..... | 34        |
| 805                                                                   | PROTECTION OF STREET AND ROAD SYSTEM.....                        | 35        |
| 806                                                                   | PROTECTION OF DRAINAGE WAYS .....                                | 36        |
| 807                                                                   | PROTECTION OF THE ENVIRONMENT.....                               | 36        |
| 808                                                                   | HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES.....             | 37        |
| 809                                                                   | ARCHEOLOGICAL AND HISTORICAL DISCOVERIES .....                   | 37        |
| <b>TITLE 9 - COMPENSATION.....</b>                                    |                                                                  | <b>38</b> |
| 901                                                                   | CONSIDERATION (CITY'S PROMISE TO PAY) .....                      | 38        |
| 902                                                                   | PAYMENT PROCEDURE .....                                          | 38        |
| 903                                                                   | SCHEDULE OF VALUES IN LUMP SUM CONTRACTS .....                   | 39        |
| 904                                                                   | UNIT PRICE CONTRACTS.....                                        | 39        |
| 905                                                                   | PROGRESS PERIOD .....                                            | 39        |
| 906                                                                   | APPLICATIONS FOR PAYMENT .....                                   | 40        |
| 907                                                                   | RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT .....          | 41        |
| 908                                                                   | RETAINAGE.....                                                   | 41        |
| 909                                                                   | ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS .....                | 42        |
| 910                                                                   | FINAL ESTIMATE AND PAYMENT .....                                 | 43        |

|                 |                                                                    |           |
|-----------------|--------------------------------------------------------------------|-----------|
| 911             | ACCOUNTING OF COSTS AND AUDIT .....                                | 43        |
| <b>TITLE 10</b> | <b>- WAGES .....</b>                                               | <b>45</b> |
| 1001            | PREVAILING WAGE ORDINANCE.....                                     | 45        |
| 1002            | POSTING OF THE APPLICABLE WAGE RATES.....                          | 45        |
| 1003            | RATE AND FREQUENCY OF WAGES PAID .....                             | 45        |
| 1004            | REPORTING WAGES PAID.....                                          | 45        |
| 1005            | FAILURE TO PAY PREVAILING WAGES.....                               | 46        |
| <b>TITLE 11</b> | <b>- CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME.....</b> | <b>47</b> |
| 1101            | CHANGE ORDER .....                                                 | 47        |
| 1102            | CITY INITIATED CHANGES.....                                        | 47        |
| 1103            | CONTRACTOR CHANGE REQUEST .....                                    | 48        |
| 1104            | ADJUSTMENT TO CONTRACT AMOUNT.....                                 | 51        |
| 1105            | TIME EXTENSIONS .....                                              | 54        |
| <b>TITLE 12</b> | <b>- CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES .....</b>       | <b>56</b> |
| 1201            | NOTICE OF INTENT TO CLAIM .....                                    | 56        |
| 1202            | SUBMITTAL OF CLAIMS.....                                           | 56        |
| 1203            | WAIVER OF CLAIMS.....                                              | 58        |
| <b>TITLE 13</b> | <b>- DISPUTES.....</b>                                             | <b>59</b> |
| 1301            | DISPUTES.....                                                      | 59        |
| <b>TITLE 14</b> | <b>- SITE CONDITIONS.....</b>                                      | <b>60</b> |
| 1401            | DIFFERING SITE CONDITIONS.....                                     | 60        |
| 1402            | SITE INSPECTIONS AND INVESTIGATIONS.....                           | 60        |
| <b>TITLE 15</b> | <b>- PERFORMANCE AND PAYMENT BONDS .....</b>                       | <b>62</b> |
| 1501            | SURETY BONDS .....                                                 | 62        |
| 1502            | PERFORMANCE BOND .....                                             | 62        |
| 1503            | PAYMENT BOND.....                                                  | 62        |
| <b>TITLE 16</b> | <b>- INSURANCE AND INDEMNIFICATION .....</b>                       | <b>63</b> |

|                                                                    |                                                                               |           |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------|
| 1601                                                               | INSURANCE .....                                                               | 63        |
| 1602                                                               | DEFENSE AND INDEMNIFICATION .....                                             | 63        |
| <b>TITLE 17 - INSPECTION AND DEFECTS.....</b>                      |                                                                               | <b>64</b> |
| 1701                                                               | CONSTRUCTION INSPECTION BY THE CITY .....                                     | 64        |
| 1702                                                               | AUTHORITY OF INSPECTORS.....                                                  | 64        |
| 1703                                                               | OBSERVABLE DEFECTS .....                                                      | 64        |
| 1704                                                               | DEFECTS - UNCOVERING WORK.....                                                | 64        |
| 1705                                                               | LATENT DEFECTS.....                                                           | 65        |
| 1706                                                               | REMOVAL OF DEFECTIVE MATERIALS AND WORK.....                                  | 65        |
| <b>TITLE 18 - WARRANTIES, GUARANTEES AND CORRECTIVE WORK .....</b> |                                                                               | <b>66</b> |
| 1801                                                               | CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK.....               | 66        |
| 1802                                                               | PERFORMANCE DURING WARRANTY PERIOD .....                                      | 67        |
| <b>TITLE 19 - SUBSTANTIAL COMPLETION OF THE WORK.....</b>          |                                                                               | <b>69</b> |
| 1901                                                               | CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION .....                           | 69        |
| 1902                                                               | INSPECTION AND PUNCH LIST .....                                               | 69        |
| 1903                                                               | CERTIFICATE OF SUBSTANTIAL COMPLETION.....                                    | 69        |
| 1904                                                               | RIGHT OF EARLY OCCUPANCY OR USE.....                                          | 69        |
| <b>TITLE 20 - FINAL COMPLETION AND ACCEPTANCE OF WORK.....</b>     |                                                                               | <b>71</b> |
| 2001                                                               | CLEAN-UP UPON COMPLETION .....                                                | 71        |
| 2002                                                               | FINAL COMPLETION AND ACCEPTANCE OF THE WORK .....                             | 71        |
| 2003                                                               | FINAL SETTLEMENT .....                                                        | 71        |
| <b>TITLE 21 - SUSPENSION OF WORK.....</b>                          |                                                                               | <b>74</b> |
| 2101                                                               | SUSPENSION OF WORK .....                                                      | 74        |
| 2102                                                               | SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE .....                       | 74        |
| 2103                                                               | SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR<br>AGENCY..... | 75        |
| 2104                                                               | SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM.....                | 75        |

|                                                                   |             |
|-------------------------------------------------------------------|-------------|
| <b>TITLE 22 - CITY'S RIGHT TO TERMINATE THE CONTRACT.....</b>     | <b>76</b>   |
| 2201    TERMINATION OF CONTRACT FOR CAUSE .....                   | 76          |
| 2202    TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY ..... | 77          |
| <b>TITLE 23 - MISCELLANEOUS PROVISIONS .....</b>                  | <b>80</b>   |
| 2301    PARTIES TO THE CONTRACT.....                              | 80          |
| 2302    FEDERAL AID PROVISIONS .....                              | 80          |
| 2303    NO WAIVER OF RIGHTS.....                                  | 80          |
| 2304    NO THIRD PARTY BENEFICIARY .....                          | 80          |
| 2305    GOVERNING LAW; VENUE .....                                | 80          |
| 2306    ABBREVIATIONS .....                                       | 81          |
| 2307    STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h) .....  | 81          |
| <b>INDEX .....</b>                                                | <b>i-ix</b> |

## **SPECIAL CONDITIONS**

### **SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS**

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

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

The General Conditions are also available on the DEN Contract Procurement on the City and County of Denver website at:

<https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources/general-contract-conditions.html>

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

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

Volumes 1 – 2 (See the "Master Table of Contents," page TOC-ii, for the content of these volumes)  
Contract Drawings  
Change Orders and Change Order Directives  
Task Orders

Additional copies of the foregoing documents will be furnished to the Contractor at the Contractor's expense. The Contractor will be responsible for supplying all subcontractors with copies of the Contract Documents at its expense.

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

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

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

The second sentence of General Condition 201 is amended to read: “The unit responsible for this management and control is the Airport Infrastructure Management Office under the supervision of the Senior Vice President for Maintenance and Airport Infrastructure Management.”

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

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

Chief Executive Officer (CEO). Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249. Any reference to the Manager of Aviation shall also mean Chief Executive Officer, Department of Aviation (CEO).

Executive Vice President – Chief Operating Officer (EVP-COO) who reports to the CEO. Airport Infrastructure Management office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Senior Vice President - Airport Infrastructure Management (SVP-AIM) who reports to the COO. Airport Infrastructure Management office, 10th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Director of Infrastructure and Quality Assurance, reports to the SVP-AIM. The Project Manager reports to the Director of Infrastructure and Quality Assurance. Airport Infrastructure Management Division, 7<sup>th</sup> Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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

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

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

With respect to General Condition 501, no more than fifty percent (50%) of the work may be subcontracted. If it is determined to be in the City's best interest, this percentage may be modified throughout the course of the project by the SVP-AIM.

#### **SC-6 COOPERATION WITH OTHERS**

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

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

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

Work will be issued to the Contractor as Task Orders upon reaching a negotiated agreement between the Contractor and the City as to the cost of the work. Markups on labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with the contract terms. All contractor proposals for Task Order work or Task Order Change Orders will be in a format as outlined in the Task Order Notice. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. Work for which a negotiated cost agreement cannot be reached between the City and the Contractor may be, at the direction of the Assistant Manager, performed and compensated on a time and materials basis, with the associated markups applied. Any applicable Milestones will be established in each Task Order.

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. Bids for such Task Orders should be submitted per the requirements provided by the City, and may not necessarily require utilization of the rates and markups submitted in the initial On Call Construction contract. Changed work in competitively bid Task Orders will utilize the rates and markups submitted in the initial On Call Construction contract.

The Contractor shall (a) commence work under any issued Task Order within ten (10) calendar days after the date of the Notice to Proceed, (b) prosecute said work diligently, and (c) complete the entire work ready for use no later than the number of calendar days required in the Task Order. The time stated for completion shall include final cleanup of the premises or work site plus such extension or extensions of time as may be granted by the Manager in accordance with the provisions of these General Contract Conditions and Special Contract Conditions.

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 is extended as provided for herein, it shall only allow for consideration of costs that were already agreed upon in a previously issued Task Order(s), and shall not include any modifications to the proposal unit prices or Task Order estimates except those required by Prevailing Wage law, or any additional compensation for extended overhead or impact costs.

For each Task Order submitted to the Contractor for pricing, the Contractor agrees to review and price the Task Order within fourteen (14) consecutive calendar days of the date of such Task Order.

**SC-8 TASK ORDER NOTICE TO PROCEED:**

Following the issuance of any fully executed Task Order hereunder, the Contractor shall commence work in accordance with the Notice to Proceed date established in the Task Order. In the event the Task Order does not include a Notice to Proceed date, the City will issue a separate Notice to Proceed, and Contractor shall commence work within ten (10) consecutive calendar days of the date of the Task Order Notice to Proceed; however, no work will commence on any project until such time as the Contractor has complied with all administrative requirements for that particular project and the Contractor has satisfied all bonding requirements for the particular Task Order (**SC-21 PERFORMANCE AND PAYMENT BOND**). Thereafter the Contractor shall prosecute the work to be accomplished under the Task Order at such time and place as the Task Order directs and shall fully complete in every detail all specified work in accordance with the terms and conditions of the Task Order and the provisions of these General Contract Conditions and Special Contract Conditions.

**SC-9 LIQUIDATED DAMAGES**

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Contractor shall be liable to the City for liquidated damages which shall be negotiated with each task order. If liquid damages are not specifically identified, the Contractor shall be liable to the City at the rate of Two Thousand Dollars (\$2,000.00) per day until substantial completion is achieved.

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

**SC-10 FACILITY SECURITY AND PERSONNEL ACCESS**

The Contractor shall conduct all its activities at the Airport in compliance with the Airport security system rules and regulations, which are administered by the Airport Operations Division. The Contractor shall obtain the proper access authorizations for its employees, subcontractors and suppliers (i.e., Badges and Permits), and shall be responsible for such persons' compliance with



all the Airport rules and regulations. A copy of the Contractors' section of the Airport Security rules and regulations are available for Contractor review at the Airport Access Services Office, Concourse A East Subcore, 4th Level. Persons regularly entering the construction areas must obtain personnel access badges from the Airport Access Services Office and must display badges, at all times, upon entering the construction, restricted and sterile areas of the airport.. Any employee, subcontractor or supplier who violates such rules may be subject to revocation of his access authorization, including authorization for access to the construction site and all other restricted and sterile areas.

The security status of the Airport is subject to change without notice. These contract Special Conditions are applicable to the current security status of the Airport. Should the security status of the Airport change at any time during the term of this Contract, a written notice shall be issued to the Contractor detailing all applicable security modifications from the airport's current security status. The Contractor shall take **immediate steps** to comply with those security modifications as directed in the written notice.

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

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

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

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

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

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

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

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

DEN Contact: Glenn Spies  
(303) 342-4323

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

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

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

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

#### **SC-10 CONSTRUCTION ACCESS**

The work sites may be located at the Denver International Airfield. The Contractor shall have access to the work site via Gates 4, 5, and 7.

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

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

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

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

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

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

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

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

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

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

#### **SC-15 ATTORNEYS' FEES**

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party

to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, Contractor agrees to pay to the City its costs and a reasonable attorney's fee. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, Contractor agrees a reasonable fee shall be computed at the rate of one hundred dollars per hour of City Attorney time.

## **SC-16 INSURANCE REQUIREMENTS**

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are set forth in Attachment 1, Part 10 of this Request for Proposals. The Contractor specifically agrees to comply with each condition, requirement or specification set forth in the attachment for each required coverage during all periods when the required coverages are in effect.

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

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

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

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

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

any time.

All certificates required by this Contract shall be sent directly to [ContractAdminInvoices@flydenver.com](mailto:ContractAdminInvoices@flydenver.com). The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

#### **SC-17 SUBCONTRACTOR RELEASES**

The release form referred to in General Condition 907 is attached to this Contract. It is entitled "Denver International Airport Partial Lien Release - Construction".

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

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

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

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

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

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

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

#### **SC-21 PERFORMANCE AND PAYMENT BOND**

Delete the requirements of General Contract Conditions 1501, 1502 and 1503 for separate bonds. Combined Performance and Payment Bonds in the total amount of all issued Task Orders, provided in the precise form contained in these documents, shall be furnished before

any work is undertaken in connection with any Task Order. All other terms and conditions of General Contract Conditions 1501, 1502 and 1503 shall remain in effect.

Additionally, General Contract Condition 1501 shall be amended as follows:

“Before this Contract is executed, the Contractor shall have paid for and furnished to the City a properly completed and executed Combined Performance and Payment Surety Bond, in an amount not less than One Hundred Thousand Dollars and No Cents (\$100,000.00). The Combined Surety Bond shall guarantee the faithful performance of the Contract and shall also guarantee the payment of bills for labor and materials under the Contract.

In the event that the cumulative dollar value of all Task Order(s) issued under the Contract exceeds the amount of the Combined Surety Bond furnished prior to the execution of the Contract, the Contractor shall procure, pay for and furnish to the City a Combined Surety Bond Change Rider, in the proper form, for an amount which is One Hundred percent (100%) of the dollar value of the specified Task Order, that exceeds \$100,000.00. All subsequent Task Orders contemplated under the Contract shall require separate Combined Surety Bond Change Riders for One Hundred percent (100%) of the dollar value of each Task Order before a Task Order is issued and any work under the Task Order commences.

Any combined Surety Bond Change Riders furnished by the Contractor after the execution of the Contract must be reviewed and approved by the City Attorney prior to issuance of a Task Order and before any work commences.

## **SC-22 LISTING OF ACCEPTABLE MANUFACTURERS**

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

## **SC-23 ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL**

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

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

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

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

Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain written approval from the DEN ADA Compliance Officer, by submitting a completed request form, which will be provided to the Contractor by the Project Manager at the preconstruction meeting if it is not included as a standard form in Section 019990 of the Technical Specifications. The request shall include the location of alternative spaces and/or routes, and specifications of the temporary signage to be used. Work shall not proceed without this approval.

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

#### **SC-24 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM**

The Contractor is required to use the City B2G Contract Management System to report all subcontractor payments and shall adhere to the City’s Procedure for Reporting Subcontractor Payments. It is the Contractor’s obligation to ensure that complete subcontractor information is entered into the B2G System prior to submission of the first application for payment in order to avoid any delays in payment. The Contractor shall, prior to the submission of each subsequent invoice, ensure payments to subcontractors have been entered into the B2G System, including subcontractor confirmation of amount of payment received, for services performed during the prior billing period.

## **SC-25 PAYMENTS TO CONTRACTORS**

The Contractor recognizes and agrees that applications for payment shall be submitted using the Textura® Payment Management System (PPM System), which will also be the payment mechanism to disburse payments to sub-contractors used on this Project. For more information, please refer to Division I, Technical Specifications.

The Contractor further agrees that, to the fullest possible within the TPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the TPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the TPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be:

### **Agency/Firm**

DEN Division CA

DEN Division PM

DEN Division Director

DEN Contract Services CA

CCD Denver Prevailing Wage

In accordance with General Contract Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.



In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by a completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND** the Contractor's Certification of Payment Form.



**DENVER INTERNATIONAL AIRPORT  
PARTIAL LIEN RELEASE – CONSTRUCTION  
(Subcontractor)**

Project: \_\_\_\_\_ Date: \_\_\_\_\_

City Contract No. \_\_\_\_\_ Current Subcontract  
Amount: \$ \_\_\_\_\_

FROM: (1) Last Progress Payment for billing  
Subcontractor \_\_\_\_\_ period ending \_\_\_\_\_ 20\_\_\_\_

Address: \_\_\_\_\_ \$ \_\_\_\_\_

City/State: \_\_\_\_\_ (2) Progress invoiced for previous billing  
period (if unpaid) \_\_\_\_\_ 20\_\_\_\_

Telephone: \_\_\_\_\_ \$ \_\_\_\_\_

TO: (3) Progress invoiced for current billing  
Contractor \_\_\_\_\_ period ending \_\_\_\_\_ 20\_\_\_\_

Address: \_\_\_\_\_ \$ \_\_\_\_\_

City/State: \_\_\_\_\_ (4) **Total Paid to Date:**  
\$ \_\_\_\_\_

( ) MBE/WBE ( ) SBE ( ) DBE ( ) Non

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full to date.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full to date.

The Undersigned hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment, less retainage, for all labor, services, material and supplies which the undersigned has provided for use in and upon the project described above through \_\_\_\_\_, 20\_\_\_\_ and, (2) hereby releases the Contractor, surety, the City and County of Denver, and any intermediate subcontractor or

supplier of any tier from any and all claims prior to the above mentioned date, except for the withheld retainage.

The Undersigned also hereby agrees that the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above project through \_\_\_\_\_, 20\_\_\_\_, except for withheld retainage after it has received full payment, less retainage, of the amount invoiced for the current billing period.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

Subcontractor: \_\_\_\_\_

Certified by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**DENVER INTERNATIONAL AIRPORT  
FINAL LIEN RELEASE – CONSTRUCTION  
(Subcontractor)**

Project: \_\_\_\_\_ Date: \_\_\_\_\_

City Contract No. \_\_\_\_\_ Subcontractor Contract No. \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

FROM: (1) Last Progress Payment for billing  
Subcontractor \_\_\_\_\_ period ending \_\_\_\_\_ 20\_\_

Address: \_\_\_\_\_ \$ \_\_\_\_\_

City/State: \_\_\_\_\_ (2) Does not apply

Telephone: \_\_\_\_\_ \$ \_\_\_\_\_

TO: (3) Does not apply  
Contractor \_\_\_\_\_

Address: \_\_\_\_\_ \$ \_\_\_\_\_

City/State: \_\_\_\_\_ (4) **Total Paid to Date:**  
\$ \_\_\_\_\_

( ) MBE/WBE ( ) SBE ( ) DBE ( ) Non

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full.

The undersigned Subcontractor hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment for all labor, services, materials and supplies which the undersigned has provided for use in and upon the project described above through \_\_\_\_\_, 20\_\_ and, (2) hereby

releases the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date.

The Subcontractor also hereby agrees that the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above project.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

Subcontractor: \_\_\_\_\_

Certified by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

**CITY AND COUNTY OF DENVER  
RULES AND REGULATIONS AND PROPOSAL 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/ \_\_\_\_\_

/s/ \_\_\_\_\_

Attorney for the City and County of Denver

Manager of Public Works

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

These Rules and Regulations cancel  
and supersede any and all previously  
issued Rules and Regulations on the Subject.

Revised November 1, 1990

## **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, material 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 subject 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 means 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 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 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. “Bidding Specifications” as used in Article III, Division 2 of Chapter 28 of the Revised Municipal Code shall include BID CONDITIONS, 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. "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 Denver 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 Denver 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 (10) 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 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 affirmative 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 the 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 Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Denver Revised Municipal Code and by the Manager. The Director 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 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 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 Contract Compliance to determine the affirmative action capability of proposers, contractors and subcontractors and to recommend to the Manager the award of contracts to those proposers, 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 the Notice to Proceed, a sign-off will be required of the Director 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 proposals 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 and 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.

#### **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 Denver Revised Municipal Code, he may issue a notice requiring the contractor to show cause within 15 days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

#### **REGULATION NO. 12 - PROPOSAL CONDITIONS - AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY**

1. APPENDIX E: The Proposal 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 in every non-exempt contract involving the use of federal funds.
2. APPENDIX F: The Proposal 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 & COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE ALL CONTRACTS**

### **CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS DESIGN AND CONSTRUCTION MANAGEMENT DIVISION**

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 non-discrimination 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 m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager of Public Works and the Director of the Mayor's Office of Contract Compliance.
5. The Contractor will furnish all information and reports required by Article m, Division 2 of Chapter 28 of the DRMC, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to the Contractors 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 non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, 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 m, Division 2 of Chapter 28 of the DRMC, or by rules, regulations, or order of the Manager of Public Works.

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 of Chapter 28 of the DRMC so that such provisions will take such action with respect to any subcontractor or supplies. 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 non-compliance.

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 of Public Works and the Director of Contract Compliance in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager of Public Work and will furnish the Manager of Public Works and the Director of Contract Compliance 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 of Chapter 28 of the DRMC 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 of Public Works and Director of Contract Compliance. In addition, the Contractor agrees that due to failure or refusal to comply with these undertakings, the Manager of Public Works 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: 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 PROPOSER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH THE REQUIREMENTS OF THESE PROPOSAL 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 PROPOSAL 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 PROPOSAL CONDITIONS.

Manager of Public Works  
City and County of Denver

**A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:**

Contractors shall be subject to the provisions and requirements of these Proposal conditions, including the goals and timetables for minority\* and female utilization, and specific affirmative action steps set forth by the Mayor's 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 minority 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    | GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE      |
|----------------------------------------------------|----------------------------------------------------|
| From January 1, 1982<br>to<br>Until Further Notice | From January 1, 1982<br>to<br>Until Further Notice |
| 21.7% - 23.5%                                      | 6.9%                                               |

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 non-working 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.

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

## **2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

If Contractor shall be found to be in non-compliance 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 the 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 as 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 Office of Federal Contract Compliance Programs (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 Proposal 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 or 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 Proposal conditions. All contractors performing or to perform work on projects subject to these Proposal conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Proposal conditions, including the provisions relating to goals of minority and female employment and training.

### **B. CONTRACTORS SUBJECT TO THESE PROPOSAL CONDITIONS:**

In regard to these Proposal 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 m, Division 2 of Chapter 28 of the DRMC, the implementing regulations and its obligations under these Proposal 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 Mayor's Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the DRMC or the implementing regulations and the obligations under these Proposal 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 Proposal conditions. A 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 Proposal 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 III, Division 2 of Chapter 28 of the Denver 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 a contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

It shall be no excuse that the union with which a 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 Division 2 of Chapter 28 of the DRMC. 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 m, Division 2 of Chapter 28 of the DRMC, such contractors cannot be considered to be in compliance with Article m, Division 2 of Chapter 28 of the DRMC or its implementing rules and regulations.

**D. 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 Proposal conditions, it shall include these Proposal conditions in such subcontracts, and each subcontractor shall be bound by these Proposal conditions to the full extent as if it were the prime contractor. A contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Proposal 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 Proposal 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 contractor contract modification subject to Article III, Division 2 of Chapter 28 of the DRMC 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. Contractors shall carry out such sanctions and penalties for violation of these Proposal 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 III, Division 2 of Chapter 28 of the DRMC and its implementing regulations.

3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article m, Division 2 of Chapter 28 of the DRMC and the Equal Opportunity Clause of its contract with respect to matters not covered in these Proposal conditions.

4. Contractors must keep such records and file such reports relating to provisions of these Proposal conditions as shall be required by the Mayor's Office of Contract Compliance.

5. Requests for exemptions from these Proposal 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 of the Mayor's Office of Contract Compliance.

## ATTACHMENT 1: STANDARD FEDERAL ASSURANCES

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

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

1. Compliance with Regulations. The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Contract.

2. Non-discrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color or national origin.

4. Information and Reports. Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance. In the event of the Contractor's non-compliance with the non-discrimination provisions of this Contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the Contract, in whole or in part.

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

7. Contractor for itself, representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in the Agreement for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose, involving the provision of similar services or benefits, Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the DOT and as said Regulations may be amended.

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

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

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



**APPENDIX NO 1:           STANDARD FEDERAL ASSURANCE AND NONDISCRIMINATION  
NON-FEDERAL CONSTRUCTION PROVISION**

## APPENDIX 1-A

### **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 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.

### **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

The term "sponsor" shall mean the "City."

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

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex 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 Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination 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, Regulations or 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 (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, 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 nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, 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 such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX 1-C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY,  
FACILITY, OR PROGRAM**

As used below, the term “sponsor” will mean City.

Contractor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, 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 Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor 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 from time to time, 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.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

## APPENDIX 1-D

### **STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITIES**

As used below, the term “sponsor” will mean City.

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, 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 Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

## APPENDIX 1-E

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

The term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 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 U.S. C. § 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 U.S.C. § 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 1 00-209), (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 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 discrimination 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 U.S. C. 1681 et seq).

## **APPENDIX 1-F**

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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



## **APPENDIX 1-G**

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). 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.