

## CONTRACT FOR CONSTRUCTION

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

### WITNESSETH

**WHEREAS**, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the design and construction services in Contract No. 202054748-00, HVAC R-22 Refrigerant Replacement Phase 2 (“**Project**”) at Denver International Airport (“**DEN**”); and

**WHEREAS**, the City has undertaken a competitive process to solicit and receive proposals for the design and construction services, and has selected the proposal submitted by Contractor; and

**WHEREAS**, Contractor’s proposal was selected for award of the Project; and

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

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

### ARTICLE I. CONTRACT DOCUMENTS

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

- Contract
- Request for Proposals
- Notice to Proceed
- Form of Final Receipt
- Building Information Modeling (“**BIM**”) if applicable
- Change Directives
- Change Orders
- Exhibit A Federal Appendices
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules

- Exhibit E Special Conditions
- Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
- Exhibit G Performance Bond
- Exhibit H Payment Bond
- Exhibit I Technical Specifications (incorporated by reference)
- Exhibit J Contract Drawings (incorporated by reference)
- Exhibit K Request for Proposals & Contractor’s Response to Request for Proposal and Forms

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

1. Exhibit A Federal Appendices
2. Contract
3. Exhibit K Request for Proposals & Contractor’s Response to Request for Proposal and Forms
4. Change Directives
5. Change Orders
6. Exhibit B Equal Employment Opportunity Provisions
7. Exhibit E Special Conditions
8. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
9. Exhibit C Insurance Requirements
10. Exhibit D Prevailing Wage Schedules
11. Exhibit I Technical Specifications
12. Exhibit J Contract Drawings
13. Exhibit G Performance Bond
14. Exhibit H Payment Bond
15. Notice to Proceed
16. Form of Final Receipt
17. Building Information Modeling (“**BIM**”) if applicable

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

## ARTICLE II. SCOPE OF WORK

Contractor shall furnish all design, services, labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Contract Documents (the “**Work**”).

### ARTICLE III. TERM OF CONTRACT

The Senior Vice President of Aviation – Airport Infrastructure Management (the “**SVP-AIM**”) will issue a written notice to proceed to Contractor (the “**Notice to Proceed**”), and Contractor shall begin performing the Work required under this Contract within ten (10) days of such Notice to Proceed (the “**Commencement Date**”). Contractor shall fully complete the Work in its entirety within 730 consecutive calendar days from the date of the Notice to Proceed (“**Contract Time**”). Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

### ARTICLE IV. TERMS OF PAYMENT

The City agrees to pay Contractor for the performance and completion of all of the Work as required by the Scope of Work and the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount of **Twenty-Four Million, Four Hundred Seventeen Thousand, Nine Hundred Thirty-Three Dollars and No Cents (\$24,417,933.00)** (the “**Maximum Contract Amount**”). In no event will the City’s liability exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified above.

### ARTICLE V. CERTAIN PERFORMANCE STANDARDS

**A.** Contractor shall faithfully perform the design and other work required under this Contract in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Contract.

**B.** Contractor understands and acknowledges that it shall create drawings, plans, specifications, reports, and any other deliverables necessary to complete the work (collectively hereinafter referred to as the “**Design Deliverables**”), as required by the Contract. Contractor shall comply with the requirements of the DEN Design Standards Manual, which is incorporated herein by reference unless modified by this Contract and any amendments or change orders.

**C.** Contractor shall develop the Design Deliverables as set forth in this Contract, including using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual.

### ARTICLE VI. OWNERSHIP AND DELIVERABLES

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other

obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

#### **ARTICLE VII. VERIFIED STATEMENT OF CLAIMS**

Colorado Revised Statutes § 38-26-107 (“**C.R.S.**”) requires that, in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to Contractor sufficient funds to insure the payment of any such claims. Should the City be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, Contractor agrees to pay to the City its costs and a reasonable attorney’s fee incurred in any such lawsuit. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, Contractor agrees a reasonable fee shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

#### **ARTICLE VIII. DISPUTES**

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in Denver Revised Municipal Code § 5-17 (“**D.R.M.C.**”) and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

#### **ARTICLE IX. DEFENSE AND INDEMNIFICATION**

**A.** To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Contract that are due to the negligence or fault of the Contractor or the Contractor’s agents, representatives, subcontractors, or suppliers (“**Claims**”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

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

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

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

#### **ARTICLE X. WAIVER OF C.R.S. § 13-20-801, *et seq.***

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

#### **ARTICLE XI. LIQUIDATED DAMAGES**

If Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to substantially complete the Work described in the Scope of Work within the time set forth in the Special Conditions, the City will suffer substantial damages, which damages would be difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work within the Contract Time shall be \$1,000.00 per day as also set forth in the Special Conditions. If Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

#### **ARTICLE XII. INSURANCE REQUIREMENTS**

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

**B.** Unless specifically excepted in writing by DEN Risk Management, if Contractor shall be using subcontractors to provide any part of the services under this Contract, Contractor shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or
2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Contract.

**C.** The City in no way warrants or represents the minimum limits contained herein are

sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Contract by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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

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

### **ARTICLE XIII. 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 XIV. 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 XV. ASSIGNMENT**

Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Contract, in whole or in part, without first obtaining the written consent of DEN's Chief Executive Officer ("CEO") or his/her authorized representative. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or his/her authorized representative, automatically terminate this Contract and all rights of Contractor hereunder.

### **ARTICLE XVI. APPROPRIATIONS**

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

## **ARTICLE XVII. APPROVALS**

In the event this Contract calls for the payment by the City of Five Million Dollars and no cents (\$5,000,000.00) or more, approval by the Denver City Council, acting by Resolution in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and performance of this Contract.

## **ARTICLE XVIII. JOINT VENTURE**

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

## **ARTICLE XIX. NO DISCRIMINATION IN EMPLOYMENT**

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

## **ARTICLE XX. COORDINATION OF SERVICES**

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

## **ARTICLE XXI. COMPLIANCE WITH ALL LAWS AND REGULATIONS**

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

## **ARTICLE XXII. PROMPT PAYMENT**

**A.** The City will make monthly progress payments to the Contractor for all services performed under this Contract based upon the Contractor's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Contractor's own personnel, billings from subcontractors, and all other information necessary to assess the Contractor's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Contract.

**B.** Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by the Contractor. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

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

### **ARTICLE XXIII. OWNERSHIP AND DELIVERABLES.**

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

### **ARTICLE XXIV. COLORADO OPEN RECORDS ACT**

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

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

exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Article V.

## **ARTICLE XXV. EXAMINATION OF RECORDS AND AUDITS**

**A.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Contract, provision of any goods or services to the City, and any other transactions related to this Contract. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Contract or expiration of the applicable statute of limitations. When conducting an audit of this Contract, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. § 20-276.

**B.** Additionally, Contractor agrees until the expiration of three (3) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

## **ARTICLE XXVI. PREVAILING WAGE REQUIREMENTS**

**A.** Contractor shall comply with, and agrees to be bound by, all requirements, conditions and

determinations of the City regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City-owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

Date bid or proposal issuance was advertised July 7, 2020.

If contract opportunity was not advertised, date of written encumbrance N/A

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

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

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

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

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

## **ARTICLE XXVII. MINIMUM WAGE REQUIREMENTS**

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

## **ARTICLE XXVIII. COMPLIANCE WITH MINORITY/ WOMEN BUSINESS ENTERPRISE REQUIREMENTS**

**A.** This Contract is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Contract by the Division of Small Business Opportunity (“**DSBO**”) is 25 %.

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

1. If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62, D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
2. If change orders or any other contract modifications are issued under the Contract, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
3. If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Contract, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes.
4. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in §§ 28-60, 28-70, and 28-73 D.R.M.C. with respect to the modified dollar value or work under the contract.
5. Failure to comply with these provisions may subject the Contractor to sanctions set

forth in § 28-76 of the MWBE Ordinance.

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

#### **ARTICLE XXIX. SENSITIVE SECURITY INFORMATION**

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

#### **ARTICLE XXX. DEN SECURITY**

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

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

#### **ARTICLE XXXI. FEDERAL RIGHTS**

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

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

2. Federal Fair Labor Standards Act: This Contract incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (“**FLSA**”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Contract. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
3. Occupational Safety and Health Act: This Contract incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
4. 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.

## **ARTICLE XXXII. CITY EXECUTION OF CONTRACT**

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

## **ARTICLE XXXIII. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic

document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202054748-00  
**Contractor Name:** BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

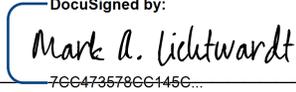
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**  
INC.

PLANE-202054748-00  
BURNS & MCDONNELL ENGINEERING COMPANY,

By:  \_\_\_\_\_  
7CG4736786C146C...

Name: Mark A. Lichtwardt  
(please print)

Title: Senior Vice President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **EXHIBIT A**

### **Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision**

## **A5 CIVIL RIGHTS - GENERAL**

### **A5.3.1 Clause that is used for Contracts**

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

## **A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A6.3.1 Title VI Solicitation Notice**

Title VI Solicitation Notice:

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

## **A6.4 CONTRACT CLAUSES**

### **A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements**

#### **Compliance with Nondiscrimination Requirements:**

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

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

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

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

##### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

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

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

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

**(HABENDUM CLAUSE)**

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

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

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

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

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

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

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

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

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

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

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

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

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

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

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

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

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

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

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

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

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.3 SOLICITATION CLAUSE**

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

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

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.3 CONTRACT CLAUSE**

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

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

**EXHIBIT B**

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

/s/ \_\_\_\_\_  
Attorney for the City and  
County of Denver

/s/ \_\_\_\_\_  
Manager of Public Works

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

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

**RULES AND REGULATIONS**  
**REGARDING**  
**EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I**  
**DEFINITIONS**

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

**RULE II**  
**NOTICE OF HEARING**

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

**RULE III**  
**HEARING**

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

**REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

**1. APPENDIX E:**

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

**2. APPENDIX F:**

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

## APPENDIX A

### **CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS**

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

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

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

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

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

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

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

**NOTICE**

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

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

EULOIS CLECKLEY  
Manager of Public Works  
City and County of Denver

**A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:**

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

**1. GOALS AND TIMETABLES:**

The goals and timetables for minority<sup>1</sup> and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

**GOALS FOR MINORITY PARTICIPATION  
FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION  
FOR EACH TRADE**

From January 1, 1982  
to 6.9%  
Until Further Notice

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

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

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

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

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

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

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

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

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

**3. NON-DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

**A. Contractors Subject to these Bid Conditions:**

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

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

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

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

B. **Obligations Applicable to Contractors:**

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

C. **General Requirements**

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

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

**EXHIBIT C**

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECT**

**1. General Information**

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

**1.2 ROCIP Manuals**

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

[DEN ROCIP III Insurance Manual](#)

[DEN ROCIP III Safety Manual](#)

[DEN ROCIP III Claims Guide](#)

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

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

**2.1 Certificate Holder**

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

**2.2 Acceptable Certificate of Insurance Form and Submission Instructions**

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

- ACORD FORM (or equivalent) must be emailed in pdf format to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com)
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

## 2.3 Coverage and Limits

### 2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

### 2.3.2 Business Automobile Liability

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

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

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

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

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

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

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

### 2.3.3 Workers' Compensation and Employer's Liability Insurance

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

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

### 2.3.4 Professional Liability (Errors and Omissions) Insurance

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

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

### 2.3.5 Contractor's Pollution Legal Liability

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

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

2.3.5.2 Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Contractor's covered operations.

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

### 2.3.6 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):

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

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

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

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

### 2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

- 2.3.7.1 Express written permission must be granted by DEN.
- 2.3.7.2 Express written permission must be granted by the Federal Aviation Administration (FAA).
- 2.3.7.3 Drone equipment must be properly registered with the FAA.
- 2.3.7.4 Drone operator(s) must be properly licensed by the FAA.
- 2.3.7.5 Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

### 2.3.8 Excess/Umbrella Liability

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

## 2.4 Reference to Project and/or Contract

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

## 2.5 Additional Insured

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

## 2.6 Waiver of Subrogation

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

## 2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

in coverage and provide an updated Certificate of Insurance to DEN.

## 2.8 Additional Provisions

- 2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.
- 2.8.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
- 2.8.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 2.8.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.8.6 All policies shall be written on an occurrence form when available. If an occurrence form is unavailable, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.8.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 2.8.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 2.8.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 2.8.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

## 3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

### 3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i)

Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

### 3.2 Enrollment Required

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

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

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

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

### 3.4 Insurance Premiums

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

### 3.5 Off Site Operations Coverage Under ROCIP

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

### 3.6 DEN ROCIP Insurance Manual

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

subcontractors of any tier to cooperate with the DEN ROCIP Administrator in providing all required information.

### 3.7 Conflicts

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

### 3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

#### 3.8.1 Insurance Provided by DEN

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

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

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

##### 3.8.1.2 Commercial General Liability – On Site Only

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

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

##### 3.8.1.3 Excess Liability Insurance

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

below:

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

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

#### 3.8.1.4 Contractor's Pollution Liability

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

#### 3.8.1.5 Builder's Risk Insurance

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

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

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

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

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

### 3.8.2 Claim Chargeback

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

## 3.9 Other Insurance Provided By Enrolled Parties

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

### 3.9.1 Certificate Holder

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

and

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

### 3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) must be emailed in pdf format to:  
contractadmininvoices@flydenver.com  
and heather\_lawson@ajg.com
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

### 3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not

physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and project/location aggregate.

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

#### 3.9.4 Business Automobile Liability

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

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

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

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

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

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

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

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

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

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

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

#### 3.9.6 Professional Liability (Errors and Omissions) Insurance

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

#### 3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):

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

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

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

3.9.8 Excess/Umbrella Liability:

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

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

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

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

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

updated Certificate of Insurance to DEN.

### 3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage

required herein shall be allowed without the review and written approval of DEN Risk Management.

#### **4. Contractor Warranties and Agreements**

##### **4.1 Accuracy of Contractor-provided Information**

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

##### **4.2 Contractor Responsible to Review Coverage**

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

##### **4.3 Audit**

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

##### **4.4 Insurance Costs Removed**

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

#### **5. Contractor Obligations**

##### **5.1 ROCIP Documents Shall be Provided to Subcontractor**

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

##### **5.2 Timely Enrollment Required**

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

### 5.3 Compliance with Conditions

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

### 5.4 Claims Cooperation

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

### 5.5 Monthly Payroll Submission

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

### 5.6 Response to Information Requests

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

### 5.7 Responsibility for Safety

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

### 5.8 Duty of Care

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

with this Contract and subsequent subcontracts.

## 6. Notices and Costs

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

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

### 6.2 Contractors Responsible for Own Equipment

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

### 6.3 No Release; No Waiver of Immunity

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

### 6.4 DEN Right to Withhold Payments

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

### 6.5 DEN Remedies

Without limitation upon any of DEN's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit, the DEN ROCIP Insurance Manual, or the DEN ROCIP Safety Manual shall be deemed a material breach of the Contract, thereby entitling DEN, at its option, upon

notice to Contractor, to (1) suspend performance by Contractor and/or the offending subcontractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) terminate this Contract for cause.

#### 6.6 Off Site Storage

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

#### 6.7 Partial Occupancy

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

#### 6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

## 7. Definitions

Certificate of Insurance:	A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage "Provided by Enrolled Parties"
DEN:	City and County of Denver and Denver International Airport
Contract:	The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier.

Contractor Insurance Cost: The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.

Rolling Owner Controlled Insurance Program (ROCIP): A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.

Eligible Employees: Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.

Enrolled Parties: The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.

Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:

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

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

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

Contractor and not procured through a third party

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

- Insured:  
(liability policies) DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
- Insurers: Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.
- Net Bid: Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
- ROCIP Administrator: The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.
- ROCIP Insurance Manual: A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.
- ROCIP Safety Manual: A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.
- Off Site Work: Work performed away from the Project Site.
- Payroll: For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
- Policy Owner: City and County of Denver and Denver International Airport
- Project: The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.

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

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

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

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

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

# EXHIBIT D



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Technician II  
**DATE:** January 27, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 24, 2020** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200020  
Superseded General Decision No. CO20190020  
Modification No. 2  
Publication Date: 01/24/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

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

Burns & McDonnell Engineering Company, Inc.  
Contract No. 202054748-00

"General Decision Number: CO20200020 01/24/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

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

ASBE0028-002 07/01/2019

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

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CARP0055-002 11/01/2019

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

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CARP1607-001 06/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 32.00	16.43

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ELEC0068-012 06/01/2019

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

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\* ELEV0025-001 01/01/2020

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

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0009-017 05/01/2018

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

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\* IRON0024-009 11/01/2019

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

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\* IRON0024-010 11/01/2019

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

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PAIN0079-006 08/01/2017

	Rates	Fringes
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PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41
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PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41
-----		
PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83
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PAIN0930-002 07/01/2019		
	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49
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PLUM0003-009 06/01/2018		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94
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PLUM0208-008 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95
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SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47
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* SHEE0009-004 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.62	17.95
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SUCO2013-006 07/31/2015		

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver projects)  
Revision Date: 08-21-2019**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$13.00	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$13.00	\$0.00

Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.

# EXHIBIT E

## **XVI. 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 for \$12.00 per copy at the following locations during the business hours stated, Monday through Friday, excluding holidays:

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

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:

Document  
Technical Specifications  
Virtual Site Walk

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: Alfonso Vargas, 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 ninety-five percent (95%) 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**

The Work to be performed under the Contract is described in the Technical Specifications and Contract Drawings. The Contractor shall complete the Work within 950 consecutive calendar days from Notice to Proceed.

The Work to be performed under the Contract may be divided into the Milestone Areas which are described in the Technical Specifications or Contract Drawings. The Contractor shall complete the work included within these areas within the number of days set forth by the Project Manager.

#### **SC-8 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 at the rate of One Thousand Dollars (\$1,000.00) per day until substantial completion is achieved.

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

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

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

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

If these security modifications involve any additional project cost, the Contractor shall submit a Contractor

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

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

The construction of all the Project / Task Items that involve the breaching of any airport perimeter security boundary or continued access to restricted access rooms or areas will require the posting of authorized contract security personnel to maintain required security controls. The Contractor's **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 site is located at Terminal, Concourse B, Concourse C, and throughout the airfield. The Contractor shall have access to the work site via security checkpoints.

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 two hundred dollars (\$200.00) 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 4 of the proposal documents. 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 Release."

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

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

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

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

If any Work is performed in or adjacent to parking facilities at the Airport, the Contractor is responsible for compliance with this SC-30. “Accessible” parking spaces and access aisles as used in this SC-30 mean parking spaces and access aisles which are accessible for, and reserved for use by, persons with disabilities. These parking spaces and access aisles are designed and built to standards established by federal regulations implementing the Americans with Disabilities Act of 1990 (“ADA”), and are marked by signage. “Accessible routes of travel” as used herein means routes through parking facilities which comply with ADA accessibility standards, including degree of slope and absence of obstructions.

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

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

Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain written approval from the 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-23 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-24 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.

**SC-25 60% DESIGN REVIEW**

Upon receipt of the Notice to Proceed, the Contractor shall prepare the Contract Drawings and Technical Specifications. To prepare the Contract Drawings and Technical Specifications, the Contractor will prepare design development submittals consistent with the City requirements for 30% and 60% design submittals. The Contractor shall make reasonable effort to develop design solutions for all units on the Asset List so that the Work can be completed within the Maximum Contract Amount and the Contract Time. The Contract Drawings and Technical Specifications prepared by Contractor shall not become part of the Contract until they have been approved by the City at the 60% design submittal progress.

After Contractor completes the 60% design submittal, Contractor shall re-price the construction and services and provide the City with a price breakdown for the Work set forth in the 60% design submittal for each unit on the Asset List. Contractor shall submit a Contractor Change Request pursuant to GC 1103 for completion of the Work at the time of the 60% design submittal. Contractor's Change Request will submit additional or reduced costs in the same form and in the same areas identified in the Request for Proposals and asset list (Terminal, CCA, CCB, CCC, Pena Boulevard Corridor, Maintenance Center, Toll Plaza, South Campus, and Outlying Areas). The City shall review this Contractor Change Request as provided in the General Conditions and shall issue a Change Order, if necessary, revising the Work, Maximum Contract Amount, or both pursuant to the General Conditions, as modified by the Special Conditions. Upon approval of the 60% design submittals, Contractor shall proceed to complete the Contract Drawings and Technical Specifications for performance of the construction work, and these Contract Drawings and Technical Specifications, as may be further amended during the course of the Work, shall be incorporated into the Contract as provided in the Agreement as Exhibits J and I respectively.

Exhibits J and I shall supersede any project description, plans, scope of Work, or specifications that are in Exhibit K (the Request for Proposals and Contractor's Proposal). All Change Orders issued, including specifically any Change Order(s) resulting from Contractor's Contractor Change Request submitted upon completion of the 60% design submittal as discussed in SC-25 above, which alter the Maximum Contract Amount shall supersede the Request for Proposals and Contractor's Proposal contained in Exhibit K and shall increase or decrease the Maximum Contract Amount accordingly.

# EXHIBIT F

## City and County of Denver



**D E N V E R**  
THE MILE HIGH CITY

DEPARTMENT OF AVIATION  
DEPARTMENT OF PUBLIC WORKS

### **STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS**

2011 Edition

**Statement**

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

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## EXHIBIT G

Bond No. 09383750 / 107470878

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Burns & McDonnell Engineering Company, Inc. [Bidder name], a corporation organized under the laws of the State of Missouri [Bidder state], hereinafter referred to as the "Contractor" and Fidelity and Deposit Company of Maryland / Travelers Casualty and Surety Company of America [Bond issuer], a corporation organized under the laws of the State of Illinois / Connecticut [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 **Twenty-Four Million, Four Hundred Seventeen Thousand, Nine Hundred Thirty-Three Dollars and No Cents (\$24,417,933.00)**, 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. This bond shall be effective upon execution of the Contract by the City and Contractor.

**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 202054748, HVAC R-22 Refrigerant Replacement Phase 2, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor 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 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. 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)

EXHIBIT G

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 3rd day of August, 2021.

Burns & McDonnell Engineering Company, Inc.  
9400 Ward Parkway, Kansas City, MO 64114

CONTRACTOR

By: [Signature]  
President Paul Fischer



\*1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056  
(847) 605-6000

Fidelity and Deposit Company of Maryland\*  
Travelers Casualty and Surety Company of America\*\*

SURETY

\*\*One Tower Square  
Hartford, CT 06183  
(860) 277-0111

By: [Signature]  
Attorney-in-Fact Debra J. Scarborough

(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

**Signatures by CEO, CAO  
and the Mayor will be  
provided later and shall be  
fully incorporated herein**

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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Debra J. SCARBOROUGH, Kellie A. MEYER, Christy M. BRAILE, Mary T. FLANIGAN, Tahitia M. FRY, Charissa D. LECUYER, Rebecca S. LEAL, C. STEPHENS GRIGGS, Lauren T. SCOTT, Veronica LAWVER** of Kansas City, Missouri, **EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., and the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of February, A.D. 2021.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of February, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint DEBRA J SCARBOROUGH of KANSAS CITY, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

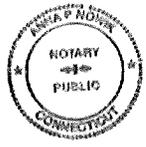


State of Connecticut  
City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2026



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

## EXHIBIT H

Bond No. 09383750 / 107470878

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS,** that we, the undersigned Burns & McDonnell Engineering Company, Inc. [Proposer name], a corporation organized under the laws of the State of Missouri [Proposer state], hereinafter referred to as the "Contractor" and Fidelity and Deposit Company of Maryland / Travelers Casualty and Surety Company of America [Bonding company name], a corporation organized under the laws of the State of Illinois / Connecticut [Bonding 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 **Twenty-Four Million, Four Hundred Seventeen Thousand, Nine Hundred Thirty-Three Dollars and No Cents (\$24,417,933.00)**, 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, firmly by these presents. This bond shall be effective upon execution of the Contract by the City and Contractor.

**WHEREAS,** the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of 202054748, HVAC R-22 Refrigerant Replacement Phase 2, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor 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 payment bond obligation is such that if the Contractor shall at all times promptly make payments of 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 the above 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 the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

**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]

EXHIBIT H

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 3<sup>rd</sup>  
day of August, 2021.

Burns & McDonnell Engineering Company, Inc.  
9400 Ward Parkway, Kansas City, MO 64114

CONTRACTOR

By: [Signature]  
President Paul Fischer



Fidelity and Deposit Company of Maryland\*  
Travelers Casualty and Surety Company of America\*\*

SURETY

By: [Signature]  
Attorney-in-Fact Debra J. Scarborough

\*1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056  
(847) 605-6000

\*\*One Tower Square  
Hartford, CT 06183  
(860) 277-0111

(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

**Signatures by CEO,  
CAO and the Mayor  
will be provided later  
and shall be fully  
incorporated herein**

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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Debra J. SCARBOROUGH, Kellie A. MEYER, Christy M. BRAILE, Mary T. FLANIGAN, Tahitia M. FRY, Charissa D. LECUYER, Rebecca S. LEAL, C. STEPHENS GRIGGS, Lauren T. SCOTT, Veronica LAWVER of Kansas City, Missouri, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of February, A.D. 2021.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of February, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

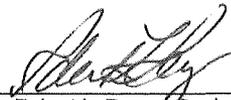
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DEBRA J SCARBOROUGH** of **KANSAS CITY**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

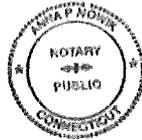
City of Hartford ss.

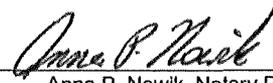
By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

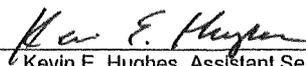
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## EXHIBIT K

# REQUEST FOR PROPOSAL

HVAC R-22 REFRIGERANT REPLACEMENT PHASE 2

CONTRACT NO. 202054748

JULY 2020

**REQUEST FOR PROPOSALS (RFP)**

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

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

Request for Proposals #202054748

**PROPOSALS MUST BE RECEIVED BY: Insert Day & Time at located noted above.**

**Schedule of Activities**

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

Event	Date
RFP Advertisement	July 7, 2020
Pre-Proposal Conference	July 24, 2020 at 2:00 PM Local Denver Time
Last Date to Submit Written Questions	August 4, 2020 at 2:00 PM Local Denver Time
Proposal Due Date	August 21, 2020 at 2:00 PM Local Denver Time

**Pre-Proposal Conference – OPTIONAL**

An optional Pre-Proposal Conference will be held virtually at 2:00 PM Local Denver Time on July 24, 2020. All participants will access the meeting via the Microsoft Teams link below.

[Join HVAC R-22 Refrigerant Replacement Phase 2 Pre-Proposal Conference](#)

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

**RFP Questions**

DEN will not answer any telephone inquiries about this RFP. Written questions are due by 2:00 PM LOCAL TIME on August 4, 2020 and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. All questions and answers will be posted on the BidNet website at the link below following the deadline for submittal of questions.

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

### Proposal Submittal Location

The proposal shall be prepared in accordance with the Instructions to Proposers as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via DEN's Rocky Mountain E-Purchasing System's (BidNet) website:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>. Proposals are due by 2:00 PM LOCAL TIME on August 21, 2020.

### Minority and Women-Owned Business Enterprise Participation

Article III, Division 3 of Chapter 28 of the D.R.M.C. states the Director of the Division of Small Business Opportunity has the authority to establish a project goal for expenditure on construction, reconstruction, remodeling, professional and design work contracted by the City and County of Denver. The specific goal for this project is:

#### **25% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal**

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 D.R.M.C. A draft utilization plan is a required submittal as part of the response to this RFQ and it will be scored. DSBO's approval of the utilization plan will be required prior to receiving an executed contract or notice to proceed.

### General Statement of Work

This is a design/build project and pricing shall be based on performing engineering and construction services to demolish and construct the replacement of equipment containing refrigerants phased out by the Environmental Protection Agency. Under previous projects, Equipment using R-22 as a refrigerant were replaced in the Central Utility Plant (CUP), Airport Office Building (AOB) and Concourse A (CCA). This project is for the replacement of units containing R-22 in the Main Terminal (TML), Concourse B (CCB), Concourse C (CCC), all Airside Buildings (i.e., Antenna Farm, De-ice, ARFF, OPS Office, Lighting Vaults, Snow Trailer, etc.), Pena and Air Cargo areas and the South Campus.

### Prequalification

Each bidder must be prequalified in category of 2(A) Buildings or 2(F) Mechanical at or above the Twenty Million Dollar (\$20,000,000.00) monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via email to [pw.prequal@denvergov.org](mailto:pw.prequal@denvergov.org). To view the Rules and Regulations and to obtain a prequalification application, please visit our website at [www.denvergov.org/prequalification](http://www.denvergov.org/prequalification).

**PROPOSAL SUBMITTAL REQUIREMENTS**

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

- Proposal Narrative:
  - Complete responses to the Content Narrative as outlined in Section IV
- Proposal Forms - all complete and signed
  - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
  - Proposal Data Form
  - Disclosure of Legal & Administrative Proceedings & Financial Conditions
  - Form W-9
  - Certificate of Good Standing
  - Proposal Disclosure
- DSBO Forms
  - Commitment to MWBE Participation
  - Letter(s) of Intent
  - Joint Venture (if applicable)
- Diversity Survey
  - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- Financial Forms
  - Schedule of Prices and Quantities – if applicable (unit price)
- Executed Proposal Guarantee Form

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**I. CITY, AIRPORT AND PROJECT OVERVIEW**

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

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's approach, proven experience, ability to perform work, costs, and pricing.

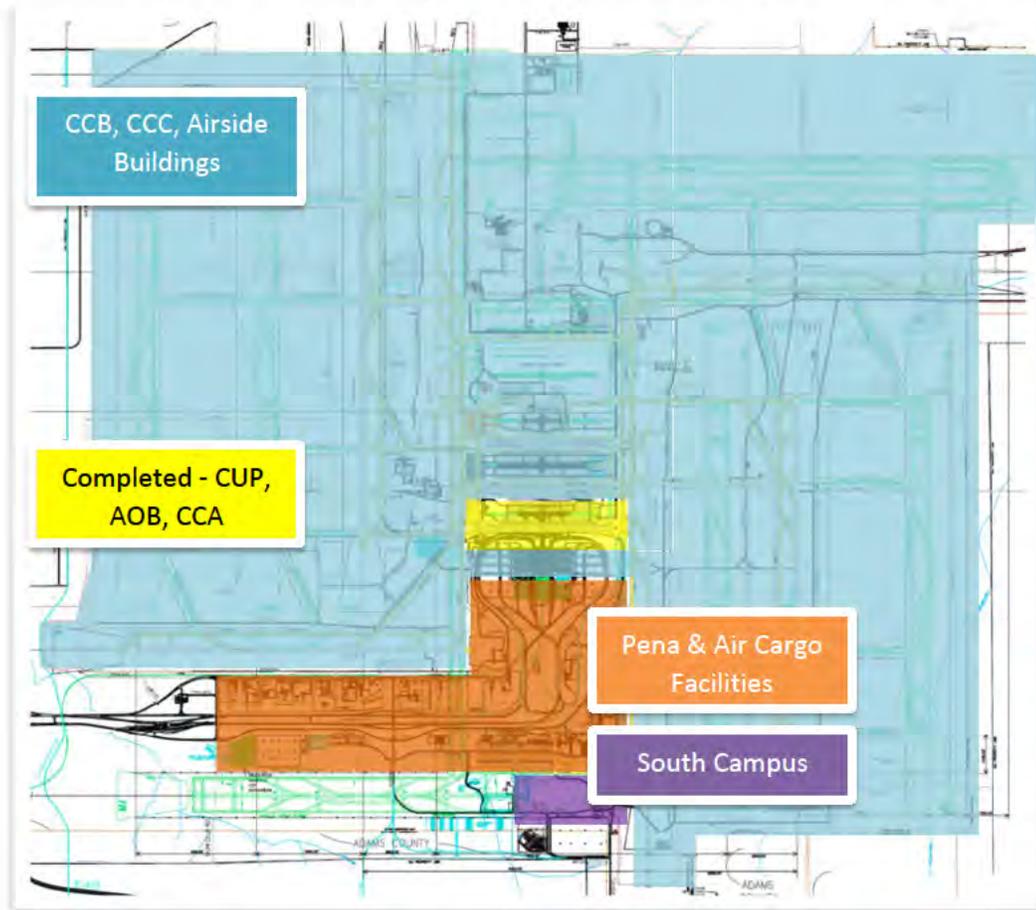
The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of minority, women-owned, and small business community separate from required certified goals; and (c) environmental sustainability.

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about November 2020 and has a scheduled duration of approximately two years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

## II. SCOPE OF WORK

### Project Background

This is a design/build project and pricing shall be based on performing engineering and construction services to demolish and construct the replacement of equipment containing refrigerants phased out by the Environmental Protection Agency. Under previous projects, Equipment using R-22 as a refrigerant were replaced in the Central Utility Plant (CUP), Airport Office Building (AOB) and Concourse A (CCA). This project is for the replacement of units containing R-22 in the Main Terminal (TML), Concourse B (CCB), Concourse C (CCC), all Airside Buildings (i.e., Antenna Farm, De-ice, ARFF, OPS Office, Lighting Vaults, Snow Trailer, etc.), Pena and Air Cargo areas and the South Campus.



Design services shall include but are not limited to developing contract documents to demolish and replace water cooled computer room air-conditioning units, split system computer room air-conditioning units, split-system fan coil-units, and packaged rooftop units. Refrigerant piping will need to be replaced for the split system units, chilled water piping coil connections to the water-cooled units, and gas piping (where used) for the rooftop units including accessories. The temperature controls along with integration into the Buildings' Energy Management and Controls System (EMCS) for the replacement equipment will need to be evaluated and replaced where old and no longer compatible systems exist, Electrical equipment (MCC, panelboards, circuit breakers, wiring, life safety systems, etc.), will need to be replaced as necessary for the upgrades in unit electrical characteristics. Exterior, existing

concrete slabs on grade for any replaced units will need to be evaluated for necessary replacement with a structural concrete slab with foundation system. A survey of the exact quantity and types of units will need to be included as part of the project to validate the scope; there are approximately 300 units to be replaced. These documents shall be developed to meet the latest codes and standards at the time of project execution as required by Denver Development Services and DEN Design Standards and to allow permitting and construction of the project. The proposal shall include all management, supervision, engineering, labor, materials, tools, equipment, services, testing, direct and indirect overhead, profit/fee, contingency, and incidentals to complete this scope of work. It will also comprise of any and all temporary construction to facilitate this work which includes but is not limited to temporary equipment or systems.

The Designer is identified in the Contract Documents and is an employee of the Contractor or is retained by the Contractor as an independent consultant under a professional services agreement with the Contractor.

The selection of a Design-Build Contractor will be based on the qualifications of the project team and on successful collaboration on design-build projects. Selection will be based primarily on technical, design, management, past performance and other non-cost/price qualitative factors. Early involvement of key subcontractors and sub-consultants will be critical to the project. Alternative Technical Concepts (ATC) will be considered during the review of proposals.

The following deliverables will be required to properly review all proposals.

- Any enhancements to System performance.
- Project costs is to be provided.
- Project schedule is to be provide.

### **Project Budget**

The selected Design-Build Contractor will enter into a Design-Build Contract with the City and a Fixed Contract Price will be negotiated. The Design-Build Contractor guarantees and warrants that the Project will be completed by its performance under the Fixed Contract Price. In no event will the City's liability exceed the Fixed Contract Price, as adjusted by duly authorized change order(s) in accordance with the Design-Build Contract. The Design-Build Contractor is not authorized to commence the Project prior to its receipt of the Notice to Proceed. Any work performed for the Project prior to the issuance of the Notice to Proceed is at the Design-Build Contractor's sole risk.

Changes will be reviewed and addressed at each design phase submittal. Changes made by the Design-Build Contractor after the 60% design phase review by the DEN project team will not be considered for pricing or schedule adjustments. No revision or change furnished or requested by either party to the other in connection with the preparation, submission, review, comment, approval, or identification of the Design Development Documents or Construction Documents will be considered a change entitling the Contractor to a change in the Contract Time, unless such change shall be expressly evidenced by a Change Order.

Changes in design and construction required to conform to the requirements of the Design-Build Criteria and Scope, unless the Design-Build Criteria and Scope have been modified by Change Order, shall be completed by Contractor without any increase in the Contract Amount or adjustment to the date for Contractual Milestone, Substantial Completion, and Final Completion regardless of the stage of completion of design and/or construction and regardless of whether any design or construction has been otherwise approved by the City. Changes to the Contract Documents, including, without limitation, changes in the Contract Amount or extensions of the date for Substantial Completion, shall only be by Change Order issued by DEN.

All Plan Review and Permits costs are to be included in your proposal but shown as separate line items.

### **Project Schedule**

Schedule should be predicated and inclusive of Construction duration. No mandatory shutdowns should be assumed. As part of this proposal the contractor shall include a baseline schedule.

All construction permits will be opened and closed to match construction phasing. The construction schedule will be provided by the contractor with milestones to meet the overall project duration. Schedule will incorporate schedule to allow for DEN to review design submittals.

### **Systems**

1. Provide an economic analysis in designing and constructing the replacement equipment.
  - 1.1. Identify the ability to upgrade the replacement equipment to accommodate additional capacity, functionality, and lower maintenance needs.
  - 1.2. Identify modifications and modernizations required to meet current load capacities.
2. The total completed replacement systems shall include:
  - 2.1. The design of any structural housekeeping slabs and foundations when necessary for the replacement of the existing equipment.
  - 2.2. The design and installation of the R-22 replacement equipment. This includes water cooled computer room air-conditioning units, split system computer room air-conditioning units, split-system fan coil-units, and packaged rooftop units. This shall also include all accessories and refrigerant filters and dryers, low ambient controls, heat exchangers, pumps, piping, motor control center, valves, instrumentation, smoke detectors and all other equipment necessary to complete and make replacement systems operational.
  - 2.3. The design and installation of replacement refrigerant piping, chilled water piping and coil connections to the water-cooled units, and gas piping (where used) for the rooftop units including accessories. This includes refrigerant, chilled water, heating water, condensate and natural gas piping, distribution pumps, variable speed controllers, control valves, control sensors, and all other equipment necessary to complete and make operational the distribution system. Reuse of existing systems piping except for refrigerant piping shall be considered.
  - 2.4. The design and installation of temperature controls along with integration into the Buildings' Energy Management and Controls System (EMCS) and Life Safety systems for the

- replacement equipment. Existing controls and BACnet interface modules will need to be evaluated and replaced where an old and no longer compatible systems exist.
- 2.5. The design and installation of electrical equipment including MCC, panelboards, circuit breakers, power and control wiring including wiring to life safety and temperature control systems, etc., as necessary for the upgrades in unit electrical characteristics of the replacement equipment.
  - 2.6. The Design-Build team shall put each system into operation and provide the testing, adjusting, balancing, start-up services, and warranties as specified. This includes total responsibility for the entire systems being replaced (All replacement systems operating independently - yet monitored and supervised through one common control system).
  3. The Design-Build team is to maintain continuous operation of the existing areas these systems serve throughout the duration of the project. There are several units serving critical equipment areas (such as IDF rooms, communication rooms, server equipment rooms, etc.) that will require the installation of the replacement system before demolition of the existing equipment or the installation of an alternate temporary system while the work is being conducted.
  4. Maintain baggage right of way clearances in Concourse B and C.

### **Design**

1. For intermittent review documents submit through Unifier. PDF files (one single file for drawings, one single file for specs and one single file for design analysis report), BIM files and Microsoft Word Files at each submittal phase. Electronic Media shall be labeled and formatted in accordance with DEN Design Standards Manual "Standards and Criteria" and shall be delivered no later than 10:00 am of submittal due date.
2. Provide (2) full size 24x36 stamped sets of drawings, (2) stamped sets of specifications, PDF files (one for drawings, one for specs and one for design analysis report), BIM files and Microsoft Word files at IFB, IFC and As-Built phases. All electronic files shall be submitted via electronic media, labeled and formatted in accordance with DEN Design Standards Manual "Standards and Criteria".

### **Structural Design**

1. Design shall comply with the requirements of DEN Design Standard Manuals – "Mechanical", "Structural" and "Standards and Criteria" primarily but not exclusively.
2. Provide an evaluation and design for the suspension of replaced equipment from structure. It shall not be assumed that the existing structure and/or anchoring points would be of sufficient capacities for supporting the replacement equipment, piping, or accessories.
3. Provide an evaluation and design for the supporting of replaced rooftop equipment. This is to include the anchoring of existing roof curbs being re-used, anchoring of any new rooftop equipment to existing curbs or structures and the supporting structure for any differences in loading due to the replaced equipment.

### Mechanical Design

1. Design shall comply with the requirements of DEN Design Standard Manuals – “Mechanical” and “Standards and Criteria” primarily but not exclusively.
2. The design of the equipment replacements shall primarily be a like-for-like equipment change out. Alternates to be evaluated early in the design phase include:
  - 2.1. Equipment efficiency alternates. Life Cycle Costs for increased efficiencies above requirements in the latest building and energy conservation codes are to be presented for evaluation during the design process.
  - 2.2. Adding increased redundancy in critical equipment areas where no current redundancy exists due to the redundant unit being required to meet the cooling requirements.
  - 2.3. Changes in primarily cooling loads to areas served by the equipment being replaced that no longer require the size of the equipment being replaced.
  - 2.4. Changes to space usage and/or occupancy type that may trigger additional code requirements be met.
  - 2.5. Alternate refrigerants should be evaluated to avoid any possible phase out requirements.
3. Pumps are located primarily in CCB and are used for units with condensing sections. Pumps shall be re-used to the greatest extent possible. If a pump needs to be replaced as determined during the design phase, pumps shall be selected for maximum operating efficiency, (i.e., slightly to the right of maximum efficiency point on the pump curve). All pumps shall be controlled with the replacement equipment for proper operation whether the pump itself has been changed or not.
4. Service valves shall be provided when not integrated into the equipment.
5. All new piping designs shall include expansion compensation, anchoring, guiding, system oil migration.
6. All replacement equipment shall connect to DEN’s existing EMCS through BACNet. If EMCS system doesn’t exist at the location of the replacement, equipment shall include a BACNet gateway for future connection. Refer to the Mechanical DSM for more information on controls and controls connectivity to the EMCS.
7. Review condensate removal piping and discharge location for compliance the latest codes and standards required by Denver Development Services and DEN Design Standard Manuals. Update pipe sizing, routing, slopes, etc. for the replaced equipment.

### Life Safety System Design

1. Revise and update any of the replacement systems as required to meet the latest codes and standards required by Denver Development Services and DEN Design Standard Manuals to allow permitting and construction of the project.

### Electrical Design

Electrical system design shall coordinate with the existing system and any additional system requirements shall be coordinated with entire distribution.

1. Provide complete electrical project specifications, including sections as required for all electrical equipment, devices, accessories and installation methods included in the project. The design team shall utilize the DEN standard specifications as a basis for editing.
2. Comply with all applicable requirements contained in DEN Design Standard Manuals – Electrical primarily but not exclusively.
3. Electrical Equipment:

- 3.1. Existing connections to HVAC equipment shall be modified as required for the project. Any existing branch circuit infrastructure (such as conductors, raceway, and branch circuit breakers) to be reused for new equipment shall be subject to applicable evaluation and testing identified in DEN technical specifications as if it were new equipment.
- 3.2. Existing electrical panelboards, distribution equipment or other upstream equipment serving equipment impacted by the project shall be field verified as needed to complete the design.
- 3.3. Provide upgrades to increase the capacity of equipment as required to serve the new equipment in the project and maintain not less than 25% spare capacity as required per the DSM Electrical.
4. Electrical Code Compliance:
  - 4.1. Electrical installation within the scope of this project shall be brought into compliance with currently adopted electrical and building codes.
  - 4.2. Provide a protective device selective coordination study in accordance with DEN standard specifications for all electrical equipment that is modified or replaced as part of the project.

### **Construction**

The construction shall be phased to maintain continuous operation of the existing systems or provide an alternative temporary system where needed throughout the duration of the project.

1. Rooms with equipment will remain accessible for maintenance and operational procedures.
2. Structure:
  - 2.1. Include all replacement housekeeping pads that are needed to facilitate installation of the replaced equipment.
  - 2.2. Include all structural modifications needed for supporting replacement systems and their appurtenances.
3. Include any repairs to floors, walls, ceilings, roofs, etc. needed for the replacement of the existing equipment.
4. Sequence, coordinate and integrate the various elements of the replacement mechanical systems, materials, and equipment. Comply with the following requirements:
  - 4.1. Coordinate replacement mechanical systems, equipment, and materials installation with other building components.
  - 4.2. Verify all dimensions by field measurements.
  - 4.3. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work.
  - 4.4. Install systems, materials, and equipment to provide the maximum headroom possible.
  - 4.5. Coordinate connection of mechanical systems with utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
  - 4.6. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.

5. Design-Build team shall coordinate with the Commissioning Authority to provide DEN with all the necessary services.

### **Commissioning**

Execute commissioning during design and construction to verify performance of building components and systems and ensure that Owner Project Requirements (OPR) are met. DEN in its capacity as the Commissioning Authority (CxA), shall oversee the execution of the commissioning process activities. The Design-Build Contractor shall provide a qualified Commissioning Coordinator (CxC) to support in the execution of building commissioning with defined roles and responsibilities as outlined in Annex F of ASHRAE Guideline 0. The CxC shall have experience with the commissioning process and similar systems that are being commissioned. The CxC shall be appointed by the Design-Build Contractor and may be from the design and/or construction firm(s). The CxC will communicate and report directly to DEN in execution of commissioning activities. Refer to attached commissioning specification for a complete description of Design-Build Contractor's commissioning requirements.

1. Comply with all applicable requirements contained in the current version of the Sustainability Design Standards Manual (DSM) Chapter 4 - Commissioning.
2. Comply with Division 01 Specification Section 019113 – General Commissioning Requirements

### III. **ADMINISTRATIVE INFORMATION**

#### III-1 **Issuing Office**

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

#### III-2 **Introduction and Acceptance of RFP Terms**

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

#### III-3 **Means of Communication**

During the solicitation process for this RFP, all communication between the Contract Services Department and Proposers will be via postings on DEN's Rocky Mountain E-Purchasing System's (BidNet's) website:

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

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

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

#### III-4 **Interpretation of Proposal Documents**

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made in writing in WORD format (no PDF) or in the body of an email by the due date and time specified in the Schedule of Activities listed on page 2. DEN shall post all questions and answers on the DEN BidNet Website following the deadline for submittal of questions. DEN will not accept or respond to oral inquiries except for those made at the Pre-Proposal Conference. The only 'official' responses are those that are posted to the DEN BidNet Website for this RFP.

#### III-5 **Addenda**

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

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

If DEN determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that DEN determines will allow

Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to DEN shall be included in the addendum.

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

### III-6 **DEN Website**

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

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

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

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

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

### III-7 **Withdrawal of Proposal**

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

### III-8 **Rights of DEN**

DEN reserves the right to cancel this RFP at any time, without penalty, and to reject any and all proposals; with or without cause. All proposals shall be considered by DEN as an invitation to negotiate a contract for the work. DEN also reserves the right to waive any informality or irregularity in any proposal it receives and to be the sole judge of the merits of the proposal it receives. Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other proposers; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Contract Administrator may waive such informalities or allow any Proposer to correct them depending on which is in the best interest of DEN. Proposers will be notified of the allotted time to correct the minor informality by DEN's Contract Administrator. Failure to correct the minor informality by the Proposer may result in their proposal being deemed non-responsive.

### III-9 **Confidentiality of Records**

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

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

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

### III-10 **Proposer Agreements**

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

### III-11 **Division of Small Business Opportunity Minority Business Enterprise and Women Business Enterprise Participation and Small Business Utilization Plan**

The City is committed to advancing its vision of small business equity and sustainability through growing the capacity of our small, minority and women-owned businesses, which shall include certified small, minority, and women-owned businesses. The City will provide significant opportunities among these

businesses and ensure they benefit from the contract. Aligning with the Division of Small Business Opportunity (“DSBO”) mission to strengthen the City’s small, minority, and women-owned business community, this contract’s small business engagement initiatives are intended as a part of the City’s commitment to ensure, small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the Project.

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred as the “MWBE Ordinance” and any Rules or Regulations promulgated pursuant thereto apply to this Project and will be incorporated into any agreement entered as part of this selection process. Under the MWBE Ordinance, the Director of DSBO (“Director”) is directed to establish participation goals for expenditure on construction, reconstruction, remodeling, professional and design work performed for the City and County of Denver.

The participation goal is stated in the Notice of Request for Proposals bound herein. In order to comply with the submittal requirements, the Commitment to MWBE Participation Form and MWBE Utilization Plan must be submitted. The execution of the contract will be conditioned on a DSBO Approved MWBE Utilization Plan. Failure by the Contractor/Consultant awarded the contract to comply with MWBE Ordinance requirements and its accompanying Rules and Regulations during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO.

1. If a Submitter is participating in a joint venture with a certified MWBE firm, submit the firm’s Joint Venture Agreement, to DSBO, **at least 10 working days prior to the submittal**. The Joint Venture must be approved prior to the submittal date by DSBO. Approval by DSBO includes determining the MWBE portion of work the Joint Venture will count towards meeting the participation goal.
2. The Submitter shall submit completed DSBO Form entitled: Commitment to MWBE Participation. The Submitter shall submit a Commitment to MWBE Participation Goal. The committed participation level will be inserted into the contract and the Proposer must comply during the life of the contract.
3. The MWBE Utilization Plan, is the Proposer’s written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE contractors). The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and include the following program fundamentals listed below in Section VII. In addition to all applicable provisions of the MWBE Ordinance, Proposers shall comply with the requirements of the Approved Utilization Plan. A final Utilization Plan will be negotiated prior to contract execution.

The selected proposer(s) shall collaborate with DSBO on an approved utilization plan. Upon Approval by DSBO of the Proposed Utilization Plan, the Proposed Utilization Plan shall be referred to as the “Approved Utilization Plan.” Thereafter, the consultant is required to prepare and submit to DSBO an updated MWBE Utilization Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE Utilization Plan and the contents within such plan.

Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of proposers, as well as additional MWBE Guidance which can be found here:

<https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by phone at (303) 342-2180 or by email at [dsbo@flydenver.com](mailto:dsbo@flydenver.com) with specific questions related to compliance with this ordinance.

### III-12 **Certification of Independent Price and Work Determination**

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

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

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

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

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

### III-13 **Designation of Subcontractors**

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

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

**III-14 Payment**

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

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

A. The Proposer shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which the Proposer, its principals or key personnel were a party in the last five years. The Proposer shall include in the statement:

1. The caption of the action naming all parties;
2. The case number, jurisdiction and the date the action was filed;
3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
4. The outcome or disposition of the action.

B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.

C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

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

D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.

E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.

F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.

G. During contract negotiations, the Proposer may be asked to submit the following:

1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare an Exhibit E, Submittal 2 in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 **Insurance Requirements**

Proposer shall adhere to all insurance requirements stated in Attachment 4, which are attached hereto and incorporated herein by reference.

III-17 **Governmental Immunity**

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

III-18 **Security**

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

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

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

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

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

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

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

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

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

### III-19 **Airport Identification (ID) Badge Requirements**

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

The individual must complete an application, on a form prepared and currently approved by Airport Security. Two (2) valid forms of identification must be presented with the application, one of which must be a government-issued photo identification. The second form of identification must verify proof of

citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

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

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

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

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

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

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

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

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

### III-20 **Background Checks**

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

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

III-21 **Vehicles in the Secured Area**

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

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

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

III-22 **Violations**

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

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

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

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

III-23 **Diversity and Inclusivity in City Solicitations**

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

Using the "Diversity and Inclusiveness in City Solicitations Information Request Form," please state whether your firm has a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the "Diversity and Inclusiveness in City Solicitations Information

Request Form” will provide an opportunity for DEN contractors to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of its employees, managers, subcontractors or business partners in order to describe diversity and inclusiveness measures. Rather, DEN simply seeks a description of the Proposer’s current practices, if any.

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

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

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

#### III-24 **Wage Ordinances**

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

#### III-25 **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.

### III-26 **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.

### III-27 **Site Inspection and Investigations**

Prior to submitting its proposal, the Proposer shall inspect the work site and its surroundings. A site visit may be scheduled immediately following the Pre-Proposal Conference as indicated herein. For purposes of a Contract, it shall be conclusively presumed that the Proposer has made a thorough inspection of the site and has waived the right to later claim extra payment or time extension(s) for conditions which would have been evident during an inspection or investigation.

Drawings and Specifications which define the Work to be done were prepared on the basis of interpretation by design professionals of information derived from investigations of the work site and site condition data provided by the City. Such information and data are subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgement of the design professional. In view of this, the Proposer is invited to make additional investigations as the Proposer's judgement dictates the need for such investigations.

Because the proposal information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the Work, except for the risk of encountering differing site conditions which are defined in the General Conditions and shall never make claim for additional payments or time extensions on the grounds that the nature or amount of Work to be done was not understood by the Proposer at the time of proposal submission.

### III-28 **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](mailto: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.

### III-29 **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.

### III-30 **Construction Scheduling**

The Proposer should refer to the General Conditions, Special Conditions and Division 013210 of the Technical Specifications for scheduling requirements for this Contract.

### III-31 **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.

### III-32 **Proposal Guarantee**

As a guarantee of good faith on the part of the Proposer, each RFP must be accompanied by a proposal guarantee consisting of either a certified or cashier's check made payable without condition to the order of the City and County of Denver or a proposal bond written by an approved corporation surety in favor of the City and County of Denver. If the Proposer's RFP submission is responsive and Proposer is awarded a Contract but fails to either (1) execute a Contract in the form prescribed, (2) furnish the Payment & Performance Bonds described in Title 15 of the General Conditions, (3) furnish the required evidence of insurance described in Title 16 of the General Conditions or in the Special Conditions, or (4) satisfy any other condition precedent to Contract execution within its power within five (5) working days after such notice is made by the City, said proposal guarantee shall be forfeited to the City as liquidated damages and not as a penalty. The proposal guarantee shall be in the amount of five percent (5%) of the Maximum Contract Liability Amount.

A Proposal Guarantee form for execution by the Proposer is supplied with each set of contract documents. IF A PROPOSAL GUARANTEE IS USED, IT MUST BE THE FORM OF PROPOSAL GUARANTEE SUPPLIED WITH THE CONTRACT DOCUMENTS.

Once the awarded Proposer executes a Contract and delivers to the City satisfactory Performance & Payment Bonds and the required insurance documentation and, if applicable, City Council approval of the Contract, the proposal guarantees of non-awarded Proposers will be returned.

### III-33 **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 100% of the Maximum Contract Liability Amount. 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.

### III-34 **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**

**IV. PREPARATION OF PROPOSAL****IV-1 Preparation of Proposal - Proposal Forms**

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

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

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

**IV-2 Preparation of Proposal - Proposal Narrative****A. GENERAL**

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

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

**B. FORMAT**

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.

- **Proposals shall be in a format and sequencing commensurate with the RFP (in the order the Narrative Content is listed).**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- The proposal narrative shall not exceed 60 pages.
- Resumes should be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- The page limit does not include resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs and DEN-required forms.
- Proposals which contain unnecessarily elaborate art work are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.

#### IV-3 Proposal Narrative Contents

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

<b>Narrative Contents</b>
1. Cover Letter
2. Cost Effectiveness
3. Understanding the Project
4. Project Schedule and Timeline
5. Proposed Work Plan and Approach
6. Key Personnel and Ability to Respond
7. Company Experience & Qualifications
8. Quality Control Plan
9. Schedule of Prices and Quantities
10. MWBE Utilization/Compliance Plan

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

1. Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It should include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 6, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

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

2. Cost Effectiveness

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

Prepare a narrative describing the approach the Proposer's design build team will take to complete the work required of this project within the overall schedule. Provide a milestone schedule as detailed in the narrative.

5. Proposed Work Plan and Approach

Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This should include the proposed effort for completing

the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.

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

6. Key Personnel and Ability to Respond

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

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

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

7. Company Experience & Qualifications

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

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

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

8. Quality Control Plan

Provide the Proposers plan to manage the quality of the deliverables, including but not limited to providing an organization chart for quality control (QC) management, general description of QC monitoring, approach to correction of deficiencies, and procedures for minimize errors or re-work that may result in increased costs to the project.

## 9. Schedule of Prices and Quantities

Design builder is to complete schedule of prices and quantities to provide unitary costs associated with the design and installation of replacement equipment as identified in the existing asset list provided in Attachment 9.

## 10. MWBE Utilization/Compliance Plan

The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and address the program fundamentals listed below:

- a. Identifies their commitment to the contract's MWBE participation goal;
- b. Promotes a level playing field to encourage non-discrimination, incorporating mandatory non-discrimination clauses into each subcontract regardless of the tier;
- c. Describes continuous communication, coordination and involvement efforts of the MWBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations;
- d. Identifies key personnel and their duties as it relates to the execution to the components of the Utilization Plan; [MWBE Coordinator if applicable]
- e. Provides the list of committed certified firms, that will be utilized on this project;
- f. Defines how MWBE opportunities will be solicited, the subcontracting process, how the MWBE program will be incorporated into the Proposer's overall procurement process, and the documentation retention of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees;
- g. Explains the debriefing process, how bid selections are made and keeping a record of each;
- h. Explains how the anticipated work will be divided up into economically feasible units calculated to maximize participation opportunities by women and minority-owned firms;
- i. Identifies Good Faith Efforts requirements and evaluation criteria for post award solicitation process;
- j. Describes approach to subcontractor and supplier payment processing and adhering to the City's Prompt Pay Ordinances.
- k. Identifies adherence to DSBO ordinance provisions (i.e. termination, removal, substitution, prompt payment, reporting etc.) and ensure compliance with DSBO requirements regardless of tier;
- l. Outlines monthly reporting of progress toward meeting Utilization plan requirements for minority and women-owned business utilization as well as all other DSBO reporting requirements;
- m. Provides creative strategies to incorporate new and existing MWBEs;
- n. Provide an ongoing list of certified firms that provide capability statements and which of those certified firms they communicated with regarding solicitations related to this project;
- o. Describes involvement with small business initiatives, support services, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project;
- p. Outlines community outreach and public information approach to maximize participation opportunities for small and minority woman owned businesses and how community associations and organizations will be incorporated;
- q. Provides examples of up to a maximum of 5 projects where the Proposer has been successful in promoting the participation of small, minority and women-owned businesses. Projects delivered under on-call contracts with similar scope to the scope of this RFQ are highly desired;

**V. EVALUATION OF PROPOSALS****V-1 Evaluation of Proposals**

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

**V-2 Proposal Rejection and/or Disqualification**

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

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

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

**V-3 Past Performance**

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

**V-4 Clarification of Proposals**

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

**V-5 Shortlisting and Interviews (If Necessary)**

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

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

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

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

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

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

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

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

**V-6 Best and Final Offers**

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

based upon additional information and clarification received in this phase. In lieu of revising scoring, DEN reserves the right to evaluate BAFOs by use of a narrative.

V-7 **Evaluation Criteria**

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

<b>Evaluation Criteria</b>	
1.	Cost Effectiveness
2.	Understanding the Project
3.	Project Schedule and Timeline
4.	Proposed Work Plan and Approach
5.	Key Personnel and Ability to Respond
6.	Company Experience & Qualifications
7.	Quality Control Plan
8.	MWBE Utilization/Compliance Plan

**END OF INSTRUCTIONS TO PROPOSERS**

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

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

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

Chris McLaughlin, Chief Operating Officer  
Airport Infrastructure Management Division  
Airport Office Building (AOB)  
Denver International Airport  
8500 Pena Boulevard  
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated July 7, 2020, for RFP NO. 202054748, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Proposer's Business Address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Attachment 1, Part 2 Proposal Data Form**

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

Proposer Name: \_\_\_\_\_

Proposer Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

Email: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Principal in Charge (Name & Title): \_\_\_\_\_

Project Manager for this RFP (Name & Title): \_\_\_\_\_

Equal Employment Opportunity Officer: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Parent Company Information  
(If Applicable)**

Name of Company: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**Submittal is for (check one):**

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: \_\_\_\_\_

**Is this a joint venture?**

- YES
- NO

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

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

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**CERTIFICATION**

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

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

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

If no disclosure required in accordance with 1-13, please sign affirmation statement.

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Proposer Company Name: \_\_\_\_\_

Proposer Business Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Social Security or Employer ID No.: \_\_\_\_\_

**PROPOSER'S SIGNATURE:**

\_\_\_\_\_

ATTEST:

(Corporate Seal Here)

\_\_\_\_\_

Printed Name

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Printed Name

**Attachment 1, Part 5 List of Proposed Non-M/WBE Subcontractors**

Proposer Company Name: \_\_\_\_\_

RFP Name: HVAC R-22 Refrigerant Replacement Phase 2

RFP No.: 202054748

Proposer shall list below the name, business address, work assignment and dollar value of each subcontractor that is **not** a M/WBE subcontractor that will perform work or labor or provide services to the Proposer relating to this Contract in an amount greater than one and one-half percent (1.5%) of the Proposer's total bid. Only one (1) subcontractor for each portion of the work shall be listed. Any proposed subcontractors to be utilized by the Proposer that are certified as a Small Business Enterprise (SBE) shall also be listed on the "List of Proposed Subcontractors" attached to this RFP.

If the Proposer does not identify a subcontractor to perform portions of the work which could be subcontracted on this form or, the Proposer, if it is awarded the Contract, agrees not to subcontract such portions that exceed one and one-half percent (1.5%) of the total bid amount until the Contractor has advised the SVP of AIM in writing of the reasons why the subcontractor was not listed in the proposal submission and complied with the requirements of General Condition 502.

If the Proposer is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed M/WBE Subcontractors, the Proposer agrees not to subcontract any of the work assignment identified for that subcontractor until the Proposer has advised the SVP of AIM in writing of the reasons why a different subcontractor is being used and has obtained approval.

Subcontractor Information	Work Assignment	Subcontract Dollar Value
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		

Attachment 1, Part 5 List of Proposed Non-M/WBE Subcontractors

Name: _____ Address: _____ Phone: _____		

This page can be duplicated if additional sheets are required

**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: \_\_\_\_\_

Proposer Company Name: \_\_\_\_\_

By: \_\_\_\_\_

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

**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 \_\_\_ 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 \_\_\_ 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 \_\_\_ has not \_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not \_\_\_ employ fifty (50) or more employees.

Dated: \_\_\_\_\_

Proposer Company: \_\_\_\_\_

By: \_\_\_\_\_

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

**VII. ATTACHMENT 2, M/WBE FORMS**

## **DSBO FORMS**

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

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



## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

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

**COMPLETE IF YOU ARE A NON MWBE PRIME:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting \_\_\_\_\_% MWBE Participation on the contract.

**COMPLETE IF YOU ARE A MWBE PRIME:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting \_\_\_\_\_% MWBE Participation on the contract.

The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

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

Bidder/Proposer (Name of Firm):

---

Firm's Representative:

---

Title:

---

Signature (Firm's Representative):

Date:

---

Address:

---

City:

State:

Zip:

---

Phone:

Email:

---

**VIII. ATTACHMENT 3, FORM W-9**

## **FORM W-9**

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

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

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
<small>(Applies to accounts maintained outside the U.S.)</small>		
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> 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.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
-									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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](http://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 24% 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

**IX. ATTACHMENT 4, INSURANCE REQUIREMENTS**

## **INSURANCE REQUIREMENTS**

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

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

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECT**

**1. General Information**

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

**1.2 ROCIP Manuals**

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

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

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

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

**2.1 Certificate Holder**

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

**2.2 Acceptable Certificate of Insurance Form and Submission Instructions**

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

- ACORD FORM (or equivalent) must be emailed in pdf format to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com)
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

## 2.3 Coverage and Limits

### 2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

### 2.3.2 Business Automobile Liability

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

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

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

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

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

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

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

### 2.3.3 Workers' Compensation and Employer's Liability Insurance

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

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

### 2.3.4 Professional Liability (Errors and Omissions) Insurance

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

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

### 2.3.5 Contractor's Pollution Legal Liability

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

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

2.3.5.2 Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Contractor's covered operations.

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

### 2.3.6 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):

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

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

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

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

### 2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

- 2.3.7.1 Express written permission must be granted by DEN.
- 2.3.7.2 Express written permission must be granted by the Federal Aviation Administration (FAA).
- 2.3.7.3 Drone equipment must be properly registered with the FAA.
- 2.3.7.4 Drone operator(s) must be properly licensed by the FAA.
- 2.3.7.5 Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

### 2.3.8 Excess/Umbrella Liability

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

## 2.4 Reference to Project and/or Contract

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

## 2.5 Additional Insured

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

## 2.6 Waiver of Subrogation

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

## 2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

in coverage and provide an updated Certificate of Insurance to DEN.

## 2.8 Additional Provisions

- 2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.
- 2.8.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
- 2.8.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 2.8.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.8.6 All policies shall be written on an occurrence form when available. If an occurrence form is unavailable, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.8.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 2.8.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 2.8.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 2.8.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

## 3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

### 3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i)

Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

### 3.2 Enrollment Required

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

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

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

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

### 3.4 Insurance Premiums

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

### 3.5 Off Site Operations Coverage Under ROCIP

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

### 3.6 DEN ROCIP Insurance Manual

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

subcontractors of any tier to cooperate with the DEN ROCIP Administrator in providing all required information.

### 3.7 Conflicts

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

### 3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

#### 3.8.1 Insurance Provided by DEN

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

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

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

##### 3.8.1.2 Commercial General Liability – On Site Only

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

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

##### 3.8.1.3 Excess Liability Insurance

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

below:

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

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

#### 3.8.1.4 Contractor's Pollution Liability

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

#### 3.8.1.5 Builder's Risk Insurance

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

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

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

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

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

### 3.8.2 Claim Chargeback

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

## 3.9 Other Insurance Provided By Enrolled Parties

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

### 3.9.1 Certificate Holder

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

and

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

### 3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) must be emailed in pdf format to:  
contractadmininvoices@flydenver.com  
and heather\_lawson@ajg.com
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

### 3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not

physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and project/location aggregate.

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

#### 3.9.4 Business Automobile Liability

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

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

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

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

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

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

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

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

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

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

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

#### 3.9.6 Professional Liability (Errors and Omissions) Insurance

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

3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber): Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

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

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

3.9.8 Excess/Umbrella Liability:

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

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

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

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

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

updated Certificate of Insurance to DEN.

### 3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage

required herein shall be allowed without the review and written approval of DEN Risk Management.

#### **4. Contractor Warranties and Agreements**

##### **4.1 Accuracy of Contractor-provided Information**

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

##### **4.2 Contractor Responsible to Review Coverage**

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

##### **4.3 Audit**

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

##### **4.4 Insurance Costs Removed**

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

#### **5. Contractor Obligations**

##### **5.1 ROCIP Documents Shall be Provided to Subcontractor**

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

##### **5.2 Timely Enrollment Required**

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

### 5.3 Compliance with Conditions

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

### 5.4 Claims Cooperation

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

### 5.5 Monthly Payroll Submission

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

### 5.6 Response to Information Requests

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

### 5.7 Responsibility for Safety

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

### 5.8 Duty of Care

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

with this Contract and subsequent subcontracts.

## 6. Notices and Costs

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

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

### 6.2 Contractors Responsible for Own Equipment

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

### 6.3 No Release; No Waiver of Immunity

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

### 6.4 DEN Right to Withhold Payments

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

### 6.5 DEN Remedies

Without limitation upon any of DEN's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit, the DEN ROCIP Insurance Manual, or the DEN ROCIP Safety Manual shall be deemed a material breach of the Contract, thereby entitling DEN, at its option, upon

notice to Contractor, to (1) suspend performance by Contractor and/or the offending subcontractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) terminate this Contract for cause.

#### 6.6 Off Site Storage

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

#### 6.7 Partial Occupancy

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

#### 6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

## 7. Definitions

Certificate of Insurance:	A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage "Provided by Enrolled Parties"
DEN:	City and County of Denver and Denver International Airport
Contract:	The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier.

Contractor Insurance Cost: The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.

Rolling Owner Controlled Insurance Program (ROCIP): A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.

Eligible Employees: Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.

Enrolled Parties: The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.

Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:

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

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

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

Contractor and not procured through a third party

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

- Insured:  
(liability policies) DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
- Insurers: Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.
- Net Bid: Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
- ROCIP Administrator: The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.
- ROCIP Insurance Manual: A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.
- ROCIP Safety Manual: A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.
- Off Site Work: Work performed away from the Project Site.
- Payroll: For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
- Policy Owner: City and County of Denver and Denver International Airport
- Project: The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.

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

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

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

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

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

**X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS**

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **print the completed form and include the hard copy as part of Proposer's bid/proposal documents. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

**Click on the following link to access the on-line form:**

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

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers in response to City solicitations for services or goods will be collated, analyzed and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

**Insert the completed hard copy of the Diversity and Inclusiveness in City Solicitations Form immediately following this page.**

**XI. ATTACHMENT 6, SAMPLE CONTRACT**

## **SAMPLE CONTRACT**

The Sample Contract is contained in the pages immediately following this page.

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

### ***SAMPLE AGREEMENT***

#### ***Notice to Proposers:***

#### ***City Required Contract Provisions***

***The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is not subject to modification. Accordingly, proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.***

- 1. *Indemnification***
- 2. *Basic insurance requirements***
- 3. *Limitation of liability (available in narrowly applicable circumstances)***
- 4. *Federal requirements***
  - a. *Standard Federal Aviation Administration grant assurances (Appendix 1 to the Sample Agreement)***
  - b. *Federal Aviation Administration document retention and review requirements***
- 5. *Airport security requirements***
- 6. *City code and charter; state statutes***
  - a. *Prompt pay***
  - b. *Prevailing wage***
  - c. *Immigration provisions (Not applicable for contracts for Information Technology services or IT products and services – See, C.R.S. 8-17.5-101(6)(b)(V))***
  - d. *Colorado open records act***
  - e. *DSBO (if applicable to subject matter of contract)***
  - f. *City nondiscrimination language***
  - g. *Dispute resolution***
- 7. *Denver Executive Orders (“XOs”)***
  - a. *Environmental***
  - b. *Drugs alcohol tobacco***
  - c. *Nondiscrimination in contracts***
- 8. *Airport System General Bond Ordinance (1984, as amended).***
- 9. *Choice of law (Colorado)***
- 10. *Jurisdiction and venue (Colorado)***

## CONTRACT FOR CONSTRUCTION

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

### WITNESSETH

**WHEREAS**, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of task orders issued under Contract No. 202054748-00, HVAC R-22 Refrigerant Replacement Phase 2 at Denver International Airport (“**DEN**”); and

**WHEREAS**, a proposal in response to said advertisement have been received by the Chief Executive Officer of DEN (the “**CEO**”), who has recommended that a contract for the work be made and entered into with Contractor, which was the lowest, responsive, qualified proposers; and

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

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

### ARTICLE I. CONTRACT DOCUMENTS

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

- Contract
- Request for Proposals
- Notice to Proceed
- Form of Final Receipt
- Building Information Modeling (“**BIM**”) if applicable
- Change Directives
- Change Orders
- Exhibit A Federal Appendices
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules
- Exhibit E Special Conditions
- Exhibit F Standard Specifications for Construction General Contract Conditions

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

- Exhibit G Performance Bond
- Exhibit H Payment Bond
- Exhibit I Technical Specifications
- Exhibit J Contract Drawings
- Exhibit K Request for Proposals & Contractor’s Response to Request for Proposal and Forms

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

1. Exhibit A Federal Appendices
2. Contract
3. Exhibit K Request for Proposals & Contractor’s Response to Request for Proposal and Forms
4. Change Directives
5. Change Orders
6. Exhibit B Equal Employment Opportunity Provisions
7. Exhibit E Special Conditions
8. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
9. Exhibit C Insurance Requirements
10. Exhibit D Prevailing Wage Schedules
11. Exhibit I Technical Specifications
12. Exhibit J Contract Drawings
13. Exhibit G Performance Bond
14. Exhibit H Payment Bond
15. Notice to Proceed
16. Form of Final Receipt
17. Building Information Modeling (“**BIM**”) if applicable

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

## ARTICLE II. SCOPE OF WORK

Contractor shall furnish all design, services, labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Contract Documents (the “**Work**”).

## ARTICLE III. TERM OF CONTRACT

The Senior Vice President of Aviation – Airport Infrastructure Management (the “**SVP-**

AIM”) will issue a written notice to proceed to Contractor (the “**Notice to Proceed**”), and Contractor shall begin performing the Work required under this Contract within ten (10) days of such Notice to Proceed (the “**Commencement Date**”). Contractor shall fully complete the Work in its entirety within 730 consecutive calendar days from the date of the Notice to Proceed (“**Contract Time**”). Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

#### ARTICLE IV. TERMS OF PAYMENT

The City agrees to pay Contractor for the performance and completion of all of the Work as required by the Scope of Work and the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount of **Contract Amount Dollars and Amount Cents** (**Click here to enter text.**) (the “**Maximum Contract Amount**”). In no event will the City’s liability exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified above.

#### ARTICLE V. CERTAIN PERFORMANCE STANDARDS

A. Contractor shall faithfully perform the design and other work required under this Contract in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Contract.

B. Contractor understands and acknowledges that it shall create drawings, plans, specifications, reports, and any other deliverables necessary to complete the work (collectively hereinafter referred to as the “**Design Deliverables**”), as required by the Contract. Contractor shall comply with the requirements of the DEN Design Standards Manual, which is incorporated herein by reference unless modified by this Contract and any amendments or change orders.

C. Contractor shall develop the Design Deliverables as set forth in this Contract, including using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual.

#### ARTICLE VI. OWNERSHIP AND DELIVERABLES

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from

the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

#### **ARTICLE VII. VERIFIED STATEMENT OF CLAIMS**

Colorado Revised Statutes § 38-26-107 (“C.R.S.”) requires that, in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to Contractor sufficient funds to insure the payment of any such claims. Should the City be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, Contractor agrees to pay to the City its costs and a reasonable attorney’s fee incurred in any such lawsuit. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, Contractor agrees a reasonable fee shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

#### **ARTICLE VIII. DISPUTES**

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in Denver Revised Municipal Code § 5-17 (“D.R.M.C.”) and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

#### **ARTICLE IX. DEFENSE AND INDEMNIFICATION**

**A.** To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Contract that are due to the negligence or fault of the Contractor or the Contractor’s agents, representatives, subcontractors, or suppliers (“Claims”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

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

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

protection.

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

#### **ARTICLE X. WAIVER OF C.R.S. § 13-20-801, *et seq.***

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

#### **ARTICLE XI. LIQUIDATED DAMAGES**

If Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to substantially complete the Work described in the Scope of Work within the time set forth in the Special Conditions, the City will suffer substantial damages, which damages would be difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work within the Contract Time shall be \$1,000.00 per day as also set forth in the Special Conditions. If Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

#### **ARTICLE XII. INSURANCE REQUIREMENTS**

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

B. Unless specifically excepted in writing by DEN Risk Management, if Contractor shall be using subcontractors to provide any part of the services under this Contract, Contractor shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or
2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Contract.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Contract by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems

appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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

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

### **ARTICLE XIII. 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 XIV. 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 XV. ASSIGNMENT**

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

### **ARTICLE XVI. APPROPRIATIONS**

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

## **ARTICLE XVII. APPROVALS**

In the event this Contract calls for the payment by the City of Five Million Dollars and no cents (\$5,000,000.00) or more, approval by the Denver City Council, acting by Resolution in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and performance of this Contract.

## **ARTICLE XVIII. JOINT VENTURE**

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

## **ARTICLE XIX. NO DISCRIMINATION IN EMPLOYMENT**

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

## **ARTICLE XX. COORDINATION OF SERVICES**

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

## **ARTICLE XXI. COMPLIANCE WITH ALL LAWS AND REGULATIONS**

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

## **ARTICLE XXII. PROMPT PAYMENT**

**A.** The City will make monthly progress payments to the Contractor for all services performed under this Contract based upon the Contractor's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Contractor's own personnel, billings from subcontractors, and all other information necessary to assess the Contractor's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Contract.

**B.** Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City,

and the Contract is otherwise fully performed by the Contractor. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

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

### **ARTICLE XXIII. OWNERSHIP AND DELIVERABLES.**

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Contract on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Contract. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Contract, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Contract. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

### **ARTICLE XXIV. COLORADO OPEN RECORDS ACT**

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

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor

agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Article V.

## **ARTICLE XXV. EXAMINATION OF RECORDS AND AUDITS**

**A.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Contract, provision of any goods or services to the City, and any other transactions related to this Contract. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Contract or expiration of the applicable statute of limitations. When conducting an audit of this Contract, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. § 20-276.

**B.** Additionally, Contractor agrees until the expiration of three (3) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

## **ARTICLE XXVI. PREVAILING WAGE REQUIREMENTS**

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

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

Date bid or proposal issuance was advertised [Click here to enter text.](#)

If contract opportunity was not advertised, date of written encumbrance N/A

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

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

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

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

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

## **ARTICLE XXVII. MINIMUM WAGE REQUIREMENTS**

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

## **ARTICLE XXVIII. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS**

**A.** This Contract is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised

Municipal Code (“**D.R.M.C.**”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Contract by the Division of Small Business Opportunity (“**DSBO**”) is 25 %.

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

1. If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62, D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
2. If change orders or any other contract modifications are issued under the Contract, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
3. If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Contract, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes.
4. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in §§ 28-60, 28-70, and 28-73 D.R.M.C. with respect to the modified dollar value or work under the contract.
5. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
6. Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project’s designated DSBO

representative at (720) 913-1999.

## **ARTICLE XXIX. SENSITIVE SECURITY INFORMATION**

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

## **ARTICLE XXX. DEN SECURITY**

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

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

## **ARTICLE XXXI. FEDERAL RIGHTS**

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

1. General Civil Rights: Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. Federal Fair Labor Standards Act: This Contract incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (“FLSA”), with

the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Contract. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

3. Occupational Safety and Health Act: This Contract incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
4. 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.

#### **ARTICLE XXXII. CITY EXECUTION OF CONTRACT**

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

#### **ARTICLE XXXIII. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

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

**[END OF PAGE]**

**XII. ATTACHMENT 7, CERTIFICATE OF GOOD STANDING**

## **CERTIFICATE OF GOOD STANDING**

Submit a Certificate of Good Standing  
from the Office of the Secretary of the State of Colorado  
for the proposing entity.

**XIII. ATTACHEMENT 8 - PROPOSAL GUARANTEE**

DENVER INTERNATIONAL AIRPORT  
HVAC R-22 REFRIGERANT REPLACEMENT PHASE 2  
Contract No. 202054748

Proposal Guarantee

KNOW ALL MEN BY THESE PRESENTS

THAT \_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under and by  
virtue of the laws of the State of \_\_\_\_\_, and authorized to do business  
within the State of Colorado as Surety, are held and firmly bound unto the City and County of  
Denver, Colorado, as Obligee, in the full and just sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_  
\_\_\_\_\_) lawful money of the United States, for the payment of which sum, well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its Proposal, dated on \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ for the construction of Contract No. 202054748, HVAC R-22  
REFRIGERANT REPLACEMENT PHASE 2, Denver International Airport, as set forth in detail in the  
Contract Documents for the City and County of Denver, Colorado, and said Obligee has required  
as a condition for receiving said Proposal that the Principal deposit specified proposal guarantee  
in the amount of not less than five percent (5%) of the amount of said Proposal as it relates to  
work to be performed for the City, conditioned that in event of failure of the Principal to execute  
the Contract for such construction and furnish required Performance and Payment Bond if the  
Contract is offered him/her, that said sum be paid immediately to the Obligee as liquidated  
damages, and not as a Penalty, for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal shall, within the period specified therefor, on the prescribed form presented to him for signature, enter into a written Contract with the Obligee in accordance with his/her Proposal as accepted, and give Performance and Payment Bond with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said Proposal within the time specified, or upon the payment to the Obligee of the sum determined upon herein, as liquidated damages and not as a Penalty, in the event the Principal fails to enter into said Contract and give such Performance and Payment Bond within the time specified, then this Obligation shall be null and void, otherwise to remain in full force and effect.

[END OF PAGE]

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_

Secretary

[SEAL if bidder a corporation]

\_\_\_\_\_

PRINCIPAL

By: \_\_\_\_\_

President

\_\_\_\_\_

**SURETY**

By: \_\_\_\_\_

Attorney-in-Fact

(ATTACH POWER OF ATTORNEY)

Power of Attorney shall be certified as to the date of bid.

**XIV. ATTACHEMENT 9 – SCHEDULE OF PRICES AND QUANTITIES**

Schedule of Prices and Quantities form and Asset List is contained in the pages immediately following this page.

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

## Bid Tabulation

Div. No.	Description	Total Price
	<b>DSBO Participation %</b>	
	<b>Terminal</b>	
	Design	
001	General Requirements	
002	Existing Conditions	
003	Concrete	
004	Masonry	
005	Metals	
007	Thermal & Moisture Protection	
009	Finishes	
021	Fire Suppression	
022	Plumbing	
023	HVAC	
026	Electrical	
	<b>Concourse A</b>	
	Design	
001	General Requirements	
002	Existing Conditions	
003	Concrete	
004	Masonry	
005	Metals	
007	Thermal & Moisture Protection	
009	Finishes	
021	Fire Suppression	
022	Plumbing	
023	HVAC	
026	Electrical	
	<b>Concourse B</b>	
	Design	
001	General Requirements	
002	Existing Conditions	
003	Concrete	
004	Masonry	
005	Metals	
007	Thermal & Moisture Protection	
009	Finishes	
021	Fire Suppression	
022	Plumbing	
023	HVAC	
026	Electrical	
	<b>Concourse C</b>	
	Design	
001	General Requirements	
002	Existing Conditions	

## Bid Tabulation

Div. No.	Description	Total Price
003	Concrete	
004	Masonry	
005	Metals	
007	Thermal & Moisture Protection	
009	Finishes	
021	Fire Suppression	
022	Plumbing	
023	HVAC	
026	Electrical	
	<b>Outline Areas</b>	
	Design	
001	General Requirements	
002	Existing Conditions	
003	Concrete	
004	Masonry	
005	Metals	
007	Thermal & Moisture Protection	
021	Fire Suppression	
022	Plumbing	
009	Finishes	
023	HVAC	
026	Electrical	
	<b>Pena Blvd Corridor</b>	
	Design	
001	General Requirements	
002	Existing Conditions	
003	Concrete	
004	Masonry	
005	Metals	
007	Thermal & Moisture Protection	
009	Finishes	
021	Fire Suppression	
022	Plumbing	
023	HVAC	
026	Electrical	
	<b>Maintenance Center</b>	
	Design	
001	General Requirements	
002	Existing Conditions	
003	Concrete	
004	Masonry	
005	Metals	
007	Thermal & Moisture Protection	
009	Finishes	

## Bid Tabulation

Div. No.	Description	Total Price
021	Fire Suppression	
022	Plumbing	
023	HVAC	
026	Electrical	
	<b>Toll Plaza's</b>	
	Design	
001	General Requirements	
002	Existing Conditions	
003	Concrete	
004	Masonry	
005	Metals	
007	Thermal & Moisture Protection	
009	Finishes	
021	Fire Suppression	
022	Plumbing	
023	HVAC	
026	Electrical	
	<b>South Campus</b>	
	Design	
001	General Requirements	
002	Existing Conditions	
003	Concrete	
004	Masonry	
005	Metals	
007	Thermal & Moisture Protection	
009	Finishes	
021	Fire Suppression	
022	Plumbing	
023	HVAC	
026	Electrical	
	<b>ROCIIP</b>	
	<b>TEXTURA</b>	
	<b>Total Project Fee</b>	

## Terminal

Asset	Asset Tag	Description	Location	Functional Area	Classification	Asset Type
25488		AIR CONDITIONING UNIT, TEMP AIR, MTERM,LEV3,WEST,MOD-2W NEEDS BALLARDS AND DUCTWORK	TML	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
25489		AIR CONDITIONING UNIT, TEMP AIR, MTERM,LEV3,WEST,MOD-3W NEEDS BALLARDS AND DUCTWORK	TML	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102418	004065	AIR CONDITIONING UNIT, ACU7, MTERM,EAST, RM 1731	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102420	004067	AIR CONDITIONING UNIT, ACU9, MTERM,EAST, RM 1721	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102428	004075	AIR CONDITIONING UNIT, ACU4, MTERM,WEST, RM 1320	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102421	004068	AIR CONDITIONING UNIT, ACU10, MTERM,EAST, RM 1720	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102422	004069	AIR CONDITIONING UNIT, ACU11,MTERM, EAST, RM 1711	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102427	004073	AIR CONDITIONING UNIT, ACU3, MTERM,WEST, RM 1321	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102429	004076	AIR CONDITIONING UNIT, ACU5, MTERM,WEST, RM 1335	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102424		AIR CONDITIONING UNIT, ACU1V, MTERM,EAST, RM VALET BOOTH	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102425	004071	AIR CONDITIONING UNIT, ACU1, MTERM,WEST, RM 1311	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102426	004072	AIR CONDITIONING UNIT, ACU2, MTERM,WEST, RM 1310	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102430	004077	AIR CONDITIONING UNIT, ACU6, MTERM,WEST, RM 1330	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102431	004074	AIR CONDITIONING UNIT, ACU13, MTERM,WEST, RM 1-WEST	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102419	004066	AIR CONDITIONING UNIT, ACU8, MTERM,EAST, RM 1730	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102423	004070	AIR CONDITIONING UNIT, ACU12, MTERM,EAST, RM 1710	TML_01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23009	016205	AIR CONDITIONING UNIT, AC1, MTERM,LEV3,EAST,MOD2-CU-T-3-12-047,CARRIER	TML_03_11E	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23010	005074	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,EAST,MOD2-CU-T-3-12-047,TRANE	TML_03_11E	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23003	008059	AIR CONDITIONING UNIT, AC1, MTERM,LEV3,WEST,MOD-2W-CU-1-TSA,TRANE	TML_03_11W	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23004	016187	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,WEST,MOD-2W-UAL BREAKRM,TRANE	TML_03_11W	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23011		AIR CONDITIONING UNIT, AC1, MTERM,LEV3,EAST,MOD-3E-CU-1-TSA,TRANE	TML_03_14E	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23005	008058	AIR CONDITIONING UNIT, AC1, MTERM,LEV3,WEST,MOD-3W-CU-1-TSA,TRANE	TML_03_14W	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23006	005073	AIR CONDITIONING UNIT, AC1, MTERM,LEV3,EAST,MOD1,CU-T-3-9-046,CARRIER	TML_03_8E	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23008	016181	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,EAST,MOD-1E-RTU-TSA,TRANE	TML_03_8E	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23001	016183	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,WEST,MOD-1W-RTU-TSA,TRANE	TML_03_8W	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23002	008060	AIR CONDITIONING UNIT, AC1, MTERM,LEV3,WEST,MOD1,CU-T-3-7-045,CARRIER	TML_03_8W	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102416		AIR CONDITIONING UNIT, ACU1, MTERM,EAST, RM AGTS	TML_04	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102417		AIR CONDITIONING UNIT, ACU2,MTERM, EAST, RM AGTS,AIRFLOW	TML_04	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
102433		AIR CONDITIONING UNIT, ACU2V, MTERM,WEST, RM VALET BOOTH	TML_04	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24368	016176	AIR CONDITIONING UNIT, AC1, MTERM, EAST, RM AGTS ROOM 4006	TML_04	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24369	013538	AIR CONDITIONING UNIT, CU1, MTERM,EAST, RM AGTS ROOM 4006	TML_04	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23012	005071	AIR CONDITIONING UNIT, ACCU, MTERM,WEST,MOD4,LEV1, PARKING STRUCTURE,ACCU-P-1-W-21,TRANE	PKL1401MD4	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23013		AIR CONDITIONING UNIT, ACCU, MTERM,WEST,MOD4,LEV1, PARKING STRUCTURE,ACCU-P-1-W-29,TRANE	PKL1401MD4	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23014	005070	AIR CONDITIONING UNIT, ACCU, MTERM,WEST,MOD4,LEV5, PARKING STRUCTURE,ACCU-P-5-W-21,TRANE	PKL1405MD4	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
51048	013538	CONDENSING UNIT, ACU1, TML, TRAIN PLATFORM	TML_04_14E_012	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
48422	016300	AIR CONDITIONING UNIT, ACU, TAXI/VALET BOOTH, DOOR 400 NORTH UNIT	TML_04_8W	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
50717	012138	CRAC, AC UNIT, AOB, PRIMARY PUMP RM	TML_03_2E	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
51314	016185	ACU, CONDENSOR UNIT, M3, L3, EAST	TML_03_14E_004	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
50121	020352	CONDENSING UNIT, ACCU-P-1-W30, MTERM, WEST, MOD4, LEV1, PARKING STRUCTURE, ELECTRICAL ROOM	PKG_01_16W_003	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
50125	005070	CONDENSING UNIT, ACCU-P-5-W21, MTERM, WEST, MOD4, LEV4, PARKING STRUCTURE, FEEDS LVL 5 FCU	PKG_04_16W_007	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
48421	016299	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, TAXI/VALET BOOTH, DOOR 400 SOUTH UNIT	PKG_04_7W	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
48419	016292	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, VALET BOOTH, DOOR 401	PKG_04_9E	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
48413	016297	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, LIMO BOOTH, DOOR 506 ISLAND 2	PKG_05_10	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
48416	016296	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, TAXI BOOTH, DOOR 510 ISLAND 1	PKG_05_10	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
48418	016294	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, LIMO BOOTH, DOOR 511 ISLAND 2	PKG_05_12	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
48420	016293	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, TAXI/SHUTTLE BOOTH, DOOR 507 ISLAND 1	PKG_05_12	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
48417	016295	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, GROUND TRANSPORT BOOTH, DOOR 513 ISLAND 1 (A	PKG_05_15	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
48415	016298	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, GROUND TRANSPORT BOOTH, DOOR 504 ISLAND 1	PKG_05_7W	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
	016182	ACU-RTU1, MTERM, L3, EAST MOD2E, RTU TSA	TML_03_2E	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
	029970	Leibert Model No. MMCF-P00 w/ MME018A-PHO	TML_05_5E_098	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT

**Concourse A**

Asset	Asset Tag	Description	Location	Functional Area	Classification	Asset Type
		PRE CONDITIONED AIR, PCA-A26,ACON,	CCA	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
		PRE CONDITIONED AIR, PCA-A52,ACON,	CCA	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
		PRE CONDITIONED AIR, PCA-A39,ACON,	CCA	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX

## Concourse B

Asset	Asset Tag	Description	Location	Functional Area	Classification	Asset Type
108725	007106	ROOFTOP UNIT, RTU-CS-E61, SOUTH RJFACILITY,B CON,LEVELROOF	CCB	HVAC		ROOFTOP UNIT
108728	007108	ROOFTOP UNIT, RTU-CS-E63, SOUTH RJ FACILITY, B CON,LEVELROOF	CCB	HVAC		ROOFTOP UNIT
108373	005067	AIR CONDITIONING UNIT, ACU, BCON, LEVEL ROOF, 3SCE,ELV,EQUIP,RM RM,	CCB_04_8W_RF01	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107839		AIR CONDITIONING UNIT, AC, BCON, LEVEL 1, 1SCE,QUEST COM RM,TRANE	CCB_01_3E	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107924	005066	AIR CONDITIONING UNIT, ACU, BCON, LEVEL ROOF, CC,ELV,EQUIP,RM RM,BW24	CCB_01_1C	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107461		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, CCNW,UPS RM,TRANE	CCB_01_1C	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107450		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 2SCW,COM RM@B22,TRANE	CCB_01_6W	HVAC		AIR CONDITIONING UNIT
23699		AIR CONDITIONING UNIT, ACU, BCON, BASEMENT,CCW,RM 0125,CARRIER	CCB_00_1C	HVAC		AIR CONDITIONING UNIT
23700		AIR CONDITIONING UNIT, ACU, BCON, BASEMENT,CCE,RM 0188,CARRIER	CCB_00_1C	HVAC		AIR CONDITIONING UNIT
25243	007110	ROOFTOP UNIT, RTU-CS-67A, SOUTH RJFACILITY,B CON,LEVELROOF	CCB	HVAC		ROOFTOP UNIT
25244	007050	ROOFTOP UNIT, RTU-CS-E56, SOUTH RJFACILITY, BCON, LEVELROOF	CCB	HVAC		ROOFTOP UNIT
25041		AIR CONDITIONING UNIT, ACU-004, BCON, LEVEL 1, 2SCW,COM RM,TRANE	CCB_01_6W	HVAC		AIR CONDITIONING UNIT
		AIR CONDITIONING UNIT, CCB_01_1C	CCB_01_1C	HVAC		AIR CONDITIONING UNIT
25254	007060	(TENANT UNIT) ROOFTOP UNIT, RTU-CS-E55, SOUTH RJFACILITY, BCON, LEVELROOF	CCB	HVAC		ROOFTOP UNIT
26822		HEAT PUMP, HP1, BCON, LEVEL 2, SC3 EAST B60	CCB_02_8E_GT60	HVAC	Heating Distribution	AIR CONDITIONING UNIT
27491	007066	CONDENSER, AIR COOLED, ACC-CS-E54C, BCON, RJ, RAMP LEVEL	CCB_01_1SC	HVAC	Condensate Return	AIR CONDITIONING UNIT
25438		AIR CONDITIONING UNIT, AC, BCON, LEVEL 1, 1SCE,DATA AIRE, RM1465	CCB_01_3E	HVAC		AIR CONDITIONING UNIT
25439		AIR CONDITIONING UNIT, AC, BCON, LEVEL 1, 1SCE,DATA AIRE, RM 3W08	CCB_01_3E	HVAC		AIR CONDITIONING UNIT
25440		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, CCNW,COMM RM,1090,LEIBERT	CCB_01_1C	HVAC		AIR CONDITIONING UNIT
25441		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, CCNW,COMM RM,1090,LEIBERT	CCB_01_1C	HVAC		AIR CONDITIONING UNIT
25442		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, EAST END, TRANE	CCB_01_6E	HVAC		AIR CONDITIONING UNIT
108729	007109	ROOFTOP UNIT, RTU-CS-E66, SOUTH RJFACILITY,B CON,LEVELROOF	CCB	HVAC		ROOFTOP UNIT
107457		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 1SCE, TSA, BARD UNIT	CCB_01_3E	HVAC		AIR CONDITIONING UNIT
25249	007111	(TENANT UNIT) ROOFTOP UNIT,RTU-CS-E67B,SOUTH RJFACILITY,B CON,LEVELROOF	CCB	HVAC		ROOFTOP UNIT
25253	007059	(TENANT UNIT) ROOFTOP UNIT,RTU-CS-E54,SOUTH RJFACILITY,B CON,LEVELROOF	CCB	HVAC		ROOFTOP UNIT
107445		AIR CONDITIONING UNIT, ACU, BCON, LEVEL1,2SCW,COMM RM,DATA AIR	CCB_01_6W 056	HVAC		AIR CONDITIONING UNIT
	009754	ACCU #2				
25437		AIR CONDITIONING UNIT, AC, BCON, LEVEL 1, 1SCE, DATA AIRE	CCB_01_3E	HVAC		AIR CONDITIONING UNIT
107840	010922	CONDENSING UNIT, ACCU-007, IDF, BCON, LEVEL 1, 3SCE,QUEST COMM RM	CCB_01_6E	HVAC		AIR CONDITIONING UNIT
38527	010933	CONDENSING UNIT, ACCU-005, IDF, BCON, LVL1, CCW	CCB_01_1C	HVAC		AIR CONDITIONING UNIT
38533	010923	CONDENSING UNIT, ACCU-002, IDF, BCON SC2E, LVL RAMP	CCB_01_6E	HVAC		AIR CONDITIONING UNIT
38535	009201	CONDENSING UNIT, ACCU-006, IDF, ROOM 4E-02, BCON	CCB_01_3W	HVAC		AIR CONDITIONING UNIT
38537	010929	CONDENSING UNIT, ACCU-02, IDF 3E-08, ROOM, BCON	CCB_01_3W	HVAC		AIR CONDITIONING UNIT
38538	10931	FAN COIL UNIT, FCU-02, IDF, ROOM, BCON	CCB_01_3W	HVAC		AIR CONDITIONING UNIT
38704	009748	CONDENSING UNIT, ACCU-004, IDF, 4W-02, BCON, SC1W	CCB_01_3W_038	HVAC		AIR CONDITIONING UNIT
38706	09751	CONDENSING UNIT, ACCU-004, IDF, 3W-08, LVL1, SC1W	CCB_01_3W_062	HVAC		AIR CONDITIONING UNIT
38707	009752	FAN COIL UNIT, FCU-004, IDF, 3W-08, LVL1, SC1W	CCB_01_3W_062	HVAC		AIR CONDITIONING UNIT
	19994	FCU 003 IDF TRANE	CCB 01 7W 024	HVAC		
	9759	FCU CONDENSER 003 IDF	7W 02	HVAC		
	23388	FC-7 BE 4,5 & 6 ROOM 5001		HVAC		
	5067	AC-7 CU TO ROOM 5001 ROOF CCORE SOUTH		HVAC		
	9749	FC-004	CCB 01 4W 038	HVAC		
	9748	FC-004 CU	B WEST	HVAC		
	2368	AGTS TRAIN AC-1	AGTS-00-BC-204B	HVAC		
	20369	AGTS TRAIN CU-1	AGTS-00-BC-201B	HVAC		
		BE24 LIEBERT WALL UNIT ELEV. ROOM			NEEDS REPLACED ASAP RUSH	
	23445	TRANE FC-003	CCB 01 7W 024	HVAC	HAS CU TO IT AS WELL	
	23408	TRANE FC-004	CCB 01 14W 038	HVAC	HAS CU TO IT AS WELL	
	10926	TRANE FC -006	CCB 01 4E 017	HVAC	HAS CU TO IT AS WELL	
	23390	TRANE FC -007	CCB 01 7E 012	HVAC	HAS CU TO IT AS WELL	
	10932	TRANE FC- 005	CCB 01 1C 066	HVAC	HAS CU TO IT AS WELL	
	9535	BE13 LIEBERT WALL UNIT ELEV. EQUIPMENT ROOM	CCB 05.3W.ROOF	HVAC		
	23295 5069	BE16 LIEBERT WALL UNIT ELEV. EQUIPMENT ROOM	CCB 05.8E.ROOF	HVAC		
108690	006154	PRE CONDITIONED AIR, PCA-B84,BCON,	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108686	006163	PRE CONDITIONED AIR, PCA-B80,BCON,	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108699	006138	PRE CONDITIONED AIR, PCA-B92,BCON,	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108691	006118	PRE CONDITIONED AIR, PCA-B85,BCON,	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108692	006150	PRE CONDITIONED AIR, PCA-B86,BCON	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108695	006146	PRE CONDITIONED AIR, PCA-B88,BCON,SOUTH RJ FACILITY	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108697	006142	PRE CONDITIONED AIR, PCA-B90,BCON,SOUTH COMMUTER AREA	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108694	006123	PRE CONDITIONED AIR, PCA-B87,BCON,SOUTH COMMUTER AREA	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108687	006108	PRE CONDITIONED AIR, PCA-B81,BCON,SOUTH COMMUTER AREA	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108696	006127	PRE CONDITIONED AIR, PCA-B89,BCON,SOUTH COMMUTER AREA	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108688	006158	PRE CONDITIONED AIR, PCA-B82,BCON,SOUTH COMMUTER AREA	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
108698	006131	PRE CONDITIONED AIR, PCA-B91,BCON,SOUTH COMMUTER AREA	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX
24582	006113	PRE CONDITIONED AIR, PCA-B83,BCON,SOUTH RJ FACILITY	CCB_01_1SC	HVAC	Decentralized Cooling	PRE CONDITIONED AIR, DX

**Concourse C**

Asset	Asset Tag	Description	Location	Functional Area	Classification	Asset Type
107834		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, CCW, C37,AA COMMRM,LIEBERT	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
100891		AIR CONDITIONING UNIT, ACU1121, CCON, LEVEL 1, 1SCE, RM 1121,COMM1-4E02	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
100869		AIR CONDITIONING UNIT, ACU1, CCON, LEVEL 1, CCW, RM ATC,OLD UNIT	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
100880		AIR CONDITIONING UNIT, ACU1080, CCON, LEVEL 1, CCW, RM 1080	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
100902		AIR CONDITIONING UNIT, ACU1, CCON, LEVEL 1, CCE	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
100913		AIR CONDITIONING UNIT, ACU1355, CCON, LEVEL 1, 1SCW, RM 1355	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
100924		AIR CONDITIONING UNIT, ACUATC, CCON, LEVEL 1, CCW, RM ATCUPS	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
108186		AIR CONDITIONING UNIT, ACU1, CCON, LEVEL 1, CCE, DELTA OXYGEN RM,C44.LIEBERT	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107452		AIR CONDITIONING UNIT, ACU1, CCON, LEVEL 1, CCW, RM ATC,TRANE UNIT	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23685		AIR CONDITIONING UNIT, ACCU009, CCON, ROOM 1C07, CCNE	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23697		AIR CONDITIONING UNIT, ACU, CCON, BASEMENT,CCW,RM 0125,CARRIER	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23698		AIR CONDITIONING UNIT, ACU, CCON, BASEMENT,CCE,RM 0188,CARRIER	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23032	003944	AIR CONDITIONING UNIT, AC1, CCON,WEST,RAMP,NORTH DEICE TRAILOR,MARVAIR	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24623		HEAT PUMP, HP1, CCON, LEVEL 1, CCNE,FIREOPS	CCC	HVAC	Heating Distribution	AIR CONDITIONING UNIT
24246		HEAT PUMP, HP1, CCON, BASEMENT,CCW,RM 0101	CCC	HVAC	Heating Distribution	AIR CONDITIONING UNIT
25452		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, CCSW, LIEBERT, HALLWAY	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
25453		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, CCW, C37,AA COMMRM,LIEBERT	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
25450		AIR CONDITIONING UNIT, AC2, CCON, LEVEL 1, SCEW, RM 1266,DATA AIRE	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
25451		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, SCWW, RM 1381,TRANE	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23277		AIR CONDITIONING UNIT, FC-009 RM1095, CCON, LEVEL 1, TRANE,CCNW, RM 1095	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23033		AIR CONDITIONING UNIT, AC1, CCON,WEST,RAMP,SOUTH DEICE TRAILOR,BARD	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
25454		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, SCE, SOUTHWEST RAMP OFFICE, LIEBERT	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23030		AIR CONDITIONING UNIT, CU1, CCON,TRAIN PLATFORM,DATA AIR	CCC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
25765	004064	ROOFTOP UNIT, RTU1, C28 JET BRIDGE	AIR0601CCN-C28	HVAC	Heating/Cooling Air Handling Units	ROOFTOP UNIT
23031		AIR CONDITIONING UNIT, CU1, DCON,TRAIN PLATFORM,DATA AIR	TUN0206	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52156	023983	AIR CONDITIONING UNIT, ACU2, CCC WEST COMM RM 1356	CCC_01_3W_008	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52157	023982	ACCU2, CONDENSOR, CCC WEST SUBCORE, SVCS COMM RM 1356	CCC_01_3W_008	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52059	023958	AIR CONDITIONING UNIT, AC2, CCC_01_3E_020A	CCC_01_3E_020	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52060	023959	AIR CONDITIONING UNIT, ACCU2, CONDENSOR 2, E5C APRON, COMM RM 1265	CCC_01_3E_020	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
N/A	N/A	AIR CONDITIONING UNIT, ACU, CCON, TRANE- FCU- not in maximo, R22	CCC_01_1C_028B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
N/A	N/A	AIR CONDITIONING UNIT, ACU, CCON, TRANE- Condensor- Not in Maximo, R22	CCC_01_1C_028B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT

## Outline Areas

Asset	Asset Tag	Description	Location	Functional A	Classification	Asset Type	Refrigerant Estimate
101649	004036	CONDENSING UNIT, ACU1, LIFT STATION 2, LEVEL OUTSIDE	L02	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
101775	004029	CONDENSOR 1, ACU3101, GLYCOL RECOVERY BLD IWCU	ENV	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	15
101776	004030	AIR CONDITIONING UNIT, ACU3102, GLYCOL RECOVERY BLD IWCU	ENV	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	15
101803	004037	AIR CONDITIONING UNIT, ACU1, WEST LIGHTING VAULT	REV2	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	20
101804	004018	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 4 BLD B	A4B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
101805	004019	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 4 BLD B	A4B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
101806	004016	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 4 BLD A	A4A	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
101807	004017	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 4 BLD A	A4A	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
101808	004010	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 3 BLD A	A3A	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
101809	004011	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 3 BLD A	A3A	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
101810	004005	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 2 BLD A	A2A	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
101811	004006	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 2 BLD A	A2A	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
101812	004002	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 1 BLD B	A1B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
101813	004004	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 1 BLD B	A1B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
107459	012109	CONDENSING UNIT, CU1, FIREHOUSE 4, LVL 1 OUTSIDE	FS4	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	15
107462	004095	CONDENSING UNIT, CU1, FIREHOUSE1,LEVEL2,ROOF,ELECTRICAL RM,YORK	FS1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
101693	004027	AIR COOLED CHILLER @ FIREHOUSE1 - NORTHSIDE	FS1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
107584	022049	AIR CONDITIONING UNIT, ACU, NORTH HUT, COMMUNICATIONS	CHN	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
23015	005035	AIR CONDITIONING UNIT, AC3, TAXIWAY WC LIGHTING VAULT,TRANE	REV3	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
23017	005037	AIR CONDITIONING UNIT, AC1, TAXIWAY WC LIGHTING VAULT,TRANE	REV3	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
23018	005042	AIR CONDITIONING UNIT, HP1, WA DE-ICE HOUSE,CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	12
23019	005041	AIR CONDITIONING UNIT, ACC1, WA DE-ICE HOUSE,CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
23020	005040	AIR CONDITIONING UNIT, HP2, WA DE-ICE HOUSE,CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	12
23021	005039	CONDENSOR UNIT, HP3, WA DE-ICE HOUSE,CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	12
23022	005038	AIR CONDITIONING UNIT, ACC2, WA DE-ICE HOUSE,CARRIER	DIR	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	12
23031		AIR CONDITIONING UNIT, CU1, DCON,TRAIN PLATFORM,DATA AIR	TUN0206	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	15
24236	004021	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 4 BLD C	A4C	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
24237	004013	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 3 BLD C	A3B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
24238	004014	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 3 BLD C	A3B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
24239	004007	CONDENSING UNIT, CU1, ANTENNA FARM TOWER 2 BLD A	A2A	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
24240	004008	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 2 BLD B	A2B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
24241	004000	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 1 BLD A	A1A	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
24242	003999	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 1 BLD A	A1A	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
24243	004001	CONDENSING UNIT, CU3, ANTENNA FARM TOWER 1 BLD A	A1A	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
25263	023922	AIR CONDITIONING UNIT, ACU1, OPS DORM TRAILER UNIT B	OTB	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
25264	023923	AIR CONDITIONING UNIT, ACU2, OPS DORM TRAILER B	OTB	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
25265	023924	AIR CONDITIONING UNIT, ACU1, OPS AIRFIELD OFFICE TRAILER A	OTA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
25266	023925	AIR CONDITIONING UNIT, ACU2, OPS AIRFIELD OFFICE TRAILER A	OTA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
26617	003943	ROOFTOP UNIT, RTU1, EAST VAULT,REV1	REV1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	20
46230	004009	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM, TOWER 2 BLDG B	A2B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
46242	004020	CONDENSING UNIT, CU2, ANTENNA FARM, TOWER 4 BLDG B	A4B	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
46245	004022	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM, TOWER 4 BLDG C	RET	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
49650	012121	CONDENSING UNIT, CU2, FIREHOUSE 4, LVL 1 OUTSIDE	FS4	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10

## Pena Blvd Corridor

Asset	Asset Tag	Description	Location	Functional A	Classification	Asset Type	Refrigerant Estimate
51383	51383	AIR CONDITIONING UNIT, ACU1, UPS BLD./DELTA	CAB	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
52103	023972	CONDENSOR 11, UPS BLDG., DELTA SHOP	CAB	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
52104	023973	CONDENSOR 12, UPS/DELTA SHOP	CAB	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
23023	004083	AIR CONDITIONING UNIT, AC, JOINT USE CARGO,FRONTIER,DOOR-F,RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
23025	004087	AIR CONDITIONING UNIT, AC, JOINT USE CARGO,SOUTHWEST,DOOR-J,K,RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
23026	004089	AIR CONDITIONING UNIT, AC, JOINT USE CARGO,NORTHWEST,DOOR-M,N,RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
23027	004090	AIR CONDITIONING UNIT, AC, JOINT USE CARGO,US AIRWAYS,DOOR-O,RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
23024	004085	AIR CONDITIONING UNIT, AC, JOINT USE CARGO,DELTA,DOOR-G,H,I,RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
102397	003945	AIR CONDITIONING UNIT,RTU1,EMPLOYEE PARKING, A/C TURNSTYLE,ROOF,CARRIER	PAA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	20
23274		AIR CONDITIONING UNIT, ACU6 PIKES PEAK BOOTH 6,OUTLYING PARKING	PKL12	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	2
51258	022035	AIR CONDITIONING UNIT, AC1, SNOW TRAILER, TWR ROAD	PSS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
51259	022036	AIR CONDITIONER, AC2, SNOW TRAILER, TWR ROAD	PSS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
107583	022045	AIR CONDITIONING UNIT, ACU1, SOUTH HUT, COMMUNICATIONS	CHS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
107443	004082	CONDENSOR 1, CARGO B UPS,QUEST TELEPHONE RM	CHS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	15
27428	22047	AIR CONDITIONING UNIT, ACU2, SOUTHEAST HUT, COMMUNICATIONS, 7034 N. POWHATON ROAD	CHS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
25290		AIR CONDITIONING UNIT, ACU1 (assumed near car rental)	CRL	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
25292		AIR CONDITIONING UNIT, ACU3 (assumed near car rental)	CRL	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
25293		AIR CONDITIONING UNIT, ACU4 (assumed near car rental)	CRL	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	10
25291		AIR CONDITIONING UNIT, ACU2 (assumed near car rental)	CRL	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
		ACCESS CONTROL PLAZA - Chiller (Remove R-22 only)		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
	004051	WORLD PORT - BLDG #12 (East)	WPA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
	004055	ACU, CONDENSOR UNIT, WPA, EAST BLDG.	WPA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	8
		WORLD PORT - BLDG #11 (West)	WPA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
	004054	WORLD PORT - BLDG #12 (East)	WPA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
	004059	WORLD PORT - BLDG #12 (East) RTU-8	WPA	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		COMMERCIAL VEHICLE FACILITY		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		GATE #7 GUARD HOUSE (Friedrich)		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		VEHICLE STORAGE		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		PAINT BLDG		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		VEHICLE STORAGE		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		PAINT BLDG		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		COMMERCIAL VEHICLE FACILITY		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		COMMERCIAL VEHICLE STORAGE BLDG                      Workout room		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		AIRSIDE TURNSTILE BLDG A - C		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		AIRSIDE TURNSTILE BLDG B		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	
		GT Lot building		HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT	

**Maintenance Center**

Asset	Asset Tag	Description	Location	Functional Area	Classification	Asset Type
107836	004078	AIR CONDITIONING UNIT, AC,VEHICLE STORAGE,WORKOUT RM,YORK/EVCON	VSB	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
108066	004061	AIR CONDITIONING UNIT, AC1, MAINT CENTER, STOCKRM OFFICES	MNC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
108185		AIR CONDITIONING UNIT, ACU1, MAINTENANCE CENTER,FLEET,LEVEL2 OFFICES	MNC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23900	004062	AIR CONDITIONING, ACU2, FLEET LOWER LOCKER ROOM, MAINTENANCE CENTER	MNC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
23901	004063	AIR CONDITIONING, ACU1, FLEET UPPER LOCKER ROOM, MAINTENANCE CENTER	MNC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
35309		AIR CONDITIONING UNIT, ACU1, MATMAN OFFICES	MNC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
46273	004048	ROOFTOP UNIT, RTU7, MAINT CENTER INSIDE OFFICES LVL2	MNC	HVAC	Heating/Cooling Air Handling Units	ROOFTOP UNIT
46274	004049	ROOFTOP UNIT, RTU8, MAINT CENTER INSIDE OFFICES LVL2	MNC	HVAC	Heating/Cooling Air Handling Units	ROOFTOP UNIT
53439	26019	HEAT PUMP, HP, MNC, LEVEL 2 FLEET OFFICES	MNC	HVAC		

**Toll Plaza's**

Asset	Asset Tag	Description	Location	Functional Area	Classification	Asset Type
107466	005000	AIR CONDITIONING UNIT, ACU1, EAST TERMINAL MAIN&BOOTH1,CLOSE IN TOLL PLAZA	EC1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107479	005001	AIR CONDITIONING UNIT, ACU1, EAST TERMINAL ECONOMY TOLL PLAZA,MAIN&BOOTH1	EE1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107484	004998	AIR CONDITIONING UNIT, ACU1, WEST TERMINAL MAIN&BOOTH1,CLOSE IN TOLL PLAZA	WC1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107498	004999	AIR CONDITIONING UNIT, ACU1 WEST TERMINAL MAIN&BOOTH1,ECONOMY TOLL PLAZA	WE1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52094	23947	AIR CONDITIONER UNIT, ACU 1, EC1, TOLL PLAZA	EC1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52095	23950	AIR CONDITIONING UNIT, ACU1, EE1, TOLL PLAZA, E.ECON	EE1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52096	23944	AIR CONDITIONER UNIT, ACU 1, WE1, TOLL PLAZA	WE1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52097	23941	AIR CONDITIONING UNIT, ACU 1, WC1, TOLL PLAZA	WC1	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT

## South Campus

Asset	Asset Tag	Description	Location	Functional A	Classification	Asset Type
107369	005016	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT B, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107370	005019	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT A, 7126 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107371	005008	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT A, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107372	005013	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT A, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107373	005014	AIR CONDITIONING UNIT, ACU2, TRAILER UNIT A, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107374	005015	AIR CONDITIONING UNIT, ACU3, TRAILER UNIT A, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107375	005007	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT A, 7125 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107376	016745	AIR HANDLING UNIT, AHU1, TRAILER UNIT B, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107378	005021	CONDENSING UNIT, CU1, TRAILER UNIT B, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107379	016744	CONDENSING UNIT, CU1, TRAILER UNIT A, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107380	016746	AIR HANDLING UNIT, AHU1, TRAILER UNIT A, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107382	016747	AIR HANDLING UNIT, AHU1, TRAILER UNIT A, 7127 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107585	022046	AIR CONDITIONING UNIT, ACU1, SOUTH EAST HUT, COMMUNICATIONS,EAST	CSE	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107837	005003	CONDENSOR 1, BUILDING MAINTENANCE SOUTH,TRANE, NORTH UNIT (carpenter building)	BMS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
107838	005002	CONDENSOR 2, BUILDING MAINTENANCE SOUTH,GOODMAN,SOUTH UNIT (carpenter building)	BMS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24772	005018	CONDENSING UNIT, CU1, TRAILER UNIT A, 7127 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24773	005012	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT C, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24774	005031	AIR CONDITIONING UNIT, ACU1, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24775	005032	AIR CONDITIONING UNIT, ACU2, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24776	005033	AIR CONDITIONING UNIT, ACU3, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24777	005017	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT B, 7120 N. UNDERGROVE ST, SOUTH CAMPUS/SURVEY TRAILER	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24778	005009	AIR CONDITIONING UNIT, ACU2, TRAILER UNIT A, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24779	005034	AIR CONDITIONING UNIT, ACU4, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24780	005010	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT B, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24781	005028	AIR CONDITIONING UNIT, ACU1, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24782	005022	AIR CONDITIONING UNIT, ACU1, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24783	005023	AIR CONDITIONING UNIT, ACU2, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24784	005024	AIR CONDITIONING UNIT, ACU3, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24785	005025	AIR CONDITIONING UNIT, ACU4, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24786	005026	AIR CONDITIONING UNIT, ACU5, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24787	005027	AIR CONDITIONING UNIT, ACU6, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
24788	005011	AIR CONDITIONING UNIT, ACU2, TRAILER UNIT B, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
35312	009746	AIR CONDITIONING UNIT, AC1, 7146 N. ROBERTSDALE, CORNER OF ROBERTDALE AND 71ST	CTR	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52031	023916	AIR CONDITIONING UNIT, ACU, SOC, HSS TRAILER	SOC	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52087	005029	AIR CONDITIONING UNIT, ACU2, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT
52088	005030	AIR CONDITIONING UNIT, ACU3, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	AIR CONDITIONING UNIT

**[END OF PROPOSAL DATA FORMS]**

**XV. 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.



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Technician II  
**DATE:** January 27, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 24, 2020** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200020  
Superseded General Decision No. CO20190020  
Modification No. 2  
Publication Date: 01/24/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

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

Contract No. 202054748-00

"General Decision Number: CO20200020 01/24/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

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

ASBE0028-002 07/01/2019

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

-----  
CARP0055-002 11/01/2019

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

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CARP1607-001 06/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 32.00	16.43

-----  
ELEC0068-012 06/01/2019

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

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\* ELEV0025-001 01/01/2020

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

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

-----  
ENGI0009-017 05/01/2018

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

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\* IRON0024-009 11/01/2019

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

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\* IRON0024-010 11/01/2019

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

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PAIN0079-006 08/01/2017

	Rates	Fringes
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PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41
-----		
PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41
-----		
PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83
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PAIN0930-002 07/01/2019		
	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49
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PLUM0003-009 06/01/2018		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94
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PLUM0208-008 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95
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SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47
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* SHEE0009-004 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.62	17.95
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SUCO2013-006 07/31/2015		

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick....	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver projects)  
Revision Date: 08-21-2019**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$13.00	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
	Tile Finisher		\$20.87
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$13.00	\$0.00

Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.

**XVI. 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 for \$12.00 per copy at the following locations during the business hours stated, Monday through Friday, excluding holidays:

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

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:

Document  
Technical Specifications  
Virtual Site Walk

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: Alfonso Vargas, 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 ninety-five percent (95%) 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:**

The Work to be performed under the Contract is described in the Technical Specifications and Contract Drawings. The Contractor shall complete the Work within 950 consecutive calendar days from Notice to Proceed.

The Work to be performed under the Contract may be divided into the Milestone Areas which are described in the Technical Specifications or Contract Drawings. The Contractor shall complete the work included within these areas within the number of days set forth by the Project Manager.

#### **SC-8 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 at the rate of One Thousand Dollars (\$1,000.00) per day until substantial completion is achieved.

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

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

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

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

If these security modifications involve any additional project cost, the Contractor shall submit a Contractor

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

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

The construction of all the Project / Task Items that involve the breaching of any airport perimeter security boundary or continued access to restricted access rooms or areas will require the posting of authorized contract security personnel to maintain required security controls. The Contractor's **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 site is located at Terminal, Concourse B, Concourse C, and throughout the airfield. The Contractor shall have access to the work site via security checkpoints.

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 two hundred dollars (\$200.00) 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 4 of the proposal documents. 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 Release."

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

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

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

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

If any Work is performed in or adjacent to parking facilities at the Airport, the Contractor is responsible for compliance with this SC-30. “Accessible” parking spaces and access aisles as used in this SC-30 mean parking spaces and access aisles which are accessible for, and reserved for use by, persons with disabilities. These parking spaces and access aisles are designed and built to standards established by federal regulations implementing the Americans with Disabilities Act of 1990 (“ADA”), and are marked by signage. “Accessible routes of travel” as used herein means routes through parking facilities which comply with ADA accessibility standards, including degree of slope and absence of obstructions.

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

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

Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain written approval from the 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-23 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-24 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.

**XVII. TECHNICAL PROVISIONS**

The following documents and videos are published separately; they are not in this document but are available by clicking on the URLs provided below:

**XXIII-1 VOLUME 1: TECHNICAL SPECIFICATIONS**

[http://business.flydenver.com/bizops/documents/Master\\_Specs\\_202054748.zip](http://business.flydenver.com/bizops/documents/Master_Specs_202054748.zip)

**XXIII-2 VIRTUAL SITE WALK**

The virtual site walk is provided as a representation of the systems that the contractor will be responsible for. The video is not an inclusive view of all of the work to completed under this contract opportunity.

<https://rise.articulate.com/share/9-wJoldJXNyvjc90Ac75CfAJZrIm0Tv9>

Password: DENHVACbid



**REQUEST FOR PROPOSAL  
CONTRACT NO. 202054748**

**ADDENDUM NUMBER ONE**

This Addendum Number One supersedes and/or supplements all portions of the Request for Proposal Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

Shaw,  
LaQuisha - DIA

Digitally signed by  
Shaw, LaQuisha - DIA  
Date: 2020.08.04  
13:45:40 -06'00'

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LaQuisha Shaw  
Contract Administrator  
Contract Services - Finance



**REQUEST FOR PROPOSAL  
CONTRACT NO. 202054748**

## **ADDENDUM NUMBER ONE**

### **Scope of this Addendum**

Addendum Number One includes modifications to the Request for Proposal Documents issued July 7, 2020. These modifications are deemed necessary by the City and County of Denver.

### **RFP Letter**

Schedule of Activities is amended to update the projected scheduled as follows.

Event	Date
RFP Advertisement	July 7, 2020
Pre-Proposal Conference	July 24, 2020 at 2:00 PM Local Denver Time
Last Date to Submit Written Questions	August 11, 2020 at 2:00 PM Local Denver Time
Proposal Due Date	September 3, 2020 at 2:00 PM Local Denver Time

### **RFP Questions**

DEN will not answer any telephone inquiries about this RFP. Written questions are due by 2:00 PM LOCAL TIME on August 11, 2020 and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. All questions and answers will be posted on the BidNet website at the link below following the deadline for submittal of questions.

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

### **Attachment 2, M/WBE Forms**

MWBE Forms are updated to include the attached Form 1B – List of Proposed Subcontractors, Subconsultants and or Supplies.

### **Attachment 9, Schedule of Prices and Quantities/Asset List**

Attachment 9 is amended to include an updated Asset List. The asset list is updated to include cost per item. The asset list with cost is required as part of the proposal submittal. The asset list is required in addition to the Bid Tabulation form included in the RFP.

An Excel file of the Asset List is available at

[http://business.flydenver.com/bizops/documents/r22\\_Unitary\\_Assets\\_Phase2\\_Updated.xlsx](http://business.flydenver.com/bizops/documents/r22_Unitary_Assets_Phase2_Updated.xlsx).



**Special Conditions**

Special Condition SC-7 is amended to read that the total duration of the contract is 730 days from Notice to Proceed.

The total number of pages (including cover sheet) contained in this Addendum Number One is fifteen (15).

\* \* \* \* \*

*End of Addendum Number One*



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

City & County of Denver Contract No.: \_\_\_\_\_

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

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

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

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

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



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

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

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

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

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

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

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

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

Terminal	Asset Tag	Description	Location	Functional Area	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Requirement Cost
	25488	AIR CONDITIONING UNIT, TEMP AIR, MTERM,LEV3,WEST,MOD-3W NEEDS BALLARDS AND DUCTWORK	TML	HVAC	Heating/Cooling Air Handling Units	2.5 TON	RUPP	25015	THPAC-2514H	
	25489	AIR CONDITIONING UNIT, TEMP AIR, MTERM,LEV3,WEST,MOD-3W NEEDS BALLARDS AND DUCTWORK	TML	HVAC	Heating/Cooling Air Handling Units	2.5 TON	RUPP	2501	THPAC-2514H	
	004065	AIR CONDITIONING UNIT, ACU9, MTERM,EAST, RM 1731	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	TRA	619101443	TRB02-4C100A3	
	004067	AIR CONDITIONING UNIT, ACU9, MTERM,EAST, RM 1721	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	DTN	WDMN022026	ACQ24M102A	
	004075	AIR CONDITIONING UNIT, ACU4, MTERM,WEST, RM 1320	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	TRA	642235771	TRB02-4C100A0	
	004068	AIR CONDITIONING UNIT, ACU10, MTERM,EAST, RM 1720	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	FRAME	635285664	TRB02-4C100A0	
	004073	AIR CONDITIONING UNIT, ACU3, MTERM,WEST, RM 1321	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	TRA	642235663	TRB02-4C100A0	
	004076	AIR CONDITIONING UNIT, ACU5, MTERM,WEST, RM 1335	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	TRA	642235774	TRB02-4C100A0	
	004074	AIR CONDITIONING UNIT, ACU1V, MTERM,EAST, RM VALET BOOTH HEAT PUMP	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	TRA	642235783	TRB02-4C100A0	
	004071	AIR CONDITIONING UNIT, ACU1, MTERM,WEST, RM 1311	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	TRA	642235666	TRB02-4C100A0	
	004072	AIR CONDITIONING UNIT, ACU2, MTERM,WEST, RM 1310	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	TRA	6422357030	TRB02-4C100A0	
	004070	AIR CONDITIONING UNIT, ACU6, MTERM,WEST, RM 1330	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	TRA	642235646	TRB02-4C100A0	
	004074	AIR CONDITIONING UNIT, ACU13, MTERM,WEST, RM 1-WEST	TML 01	HVAC	Heating/Cooling Air Handling Units	3 TON	PYANNE/CARRIER	4499E16156	PAL0A036-8	
	004066	AIR CONDITIONING UNIT, ACU8, MTERM,EAST, RM 1730	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	TRA	642235778	TRB02-4C100A0	
	004070	AIR CONDITIONING UNIT, ACU12, MTERM,EAST, RM 1710	TML 01	HVAC	Heating/Cooling Air Handling Units	2 TON	TRA	642235659	TRB02-4C100A0	
	016205	AIR CONDITIONING UNIT, ACU, MTERM,LEV3,EAST,MOD2-CU1-12-047,CARRIER	TML 03 11E	HVAC	Heating/Cooling Air Handling Units	4 TON	TRA	3001E2799	38C1048640	
	23010	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,EAST,MOD2-CU1-12-047,CARRIER	TML 03 11E	HVAC	Heating/Cooling Air Handling Units	5 TON	TRA	623101871	YSC060A4RRH2PF2B1000000A0	
	006599	AIR CONDITIONING UNIT, ACU, MTERM,LEV3,WEST,MOD-2W-CU-1-TSA1,TRANE	TML 03 11W	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRA	8560F291206511	TZAA-090DA757	
	016187	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,WEST,MOD-2W-LAL BREA,KRM,TRANE	TML 03 11W	HVAC	Heating/Cooling Air Handling Units	4 TON	CARRIER	0906G30256	487FF005-A-611	
	006598	AIR CONDITIONING UNIT, ACU, MTERM,LEV3,EAST,MOD-3E-CU-L-TSA,TRANE	TML 03 14E	HVAC	Heating/Cooling Air Handling Units	6 TON	TRA	62131TKM2F	2TAA0072A4000AA	
	006573	AIR CONDITIONING UNIT, ACU, MTERM,LEV3,WEST,MOD-3W-CU-1-TSA,TRANE	TML 03 14W	HVAC	Heating/Cooling Air Handling Units	4 TON	CARRIER	6213162F	487FF005-A-611	
	016183	AIR CONDITIONING UNIT, ACU, MTERM,LEV3,EAST,MOD1-CU-T-3-9-046,CARRIER	TML 03 8E	HVAC	Heating/Cooling Air Handling Units	4 TON	TRA	5301E17928	38C1048640	
	016181	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,EAST,MOD-1E-RTU-TSA,TRANE	TML 03 8E	HVAC	Heating/Cooling Air Handling Units	5 TON	TRA	623101941	YSC060A4RRH2RF2B1000000A0	
	006560	AIR CONDITIONING UNIT, ACU, MTERM,LEV3,WEST,MOD-1W-RTU-TSA,TRANE	TML 03 8W	HVAC	Heating/Cooling Air Handling Units	5 TON	TRA	1103A70274	YSC060A4RRH2RF2B1000000A0	
	002416	AIR CONDITIONING UNIT, ACU1, MTERM,EAST, RM AGTS	TML 04	HVAC	Heating/Cooling Air Handling Units	5 TON	TRA	016CD-111	CCT-5W4-VD	
	002433	AIR CONDITIONING UNIT, ACU2,MTERM, EAST, RM AGTS,AIRFLOW	TML 04	HVAC	Heating/Cooling Air Handling Units	5 TON	AIRFLOW COMPANY			
	016176	AIR CONDITIONING UNIT, ACU, MTERM, EAST, RM AGTS ROOM 4006	TML 04	HVAC	Heating/Cooling Air Handling Units	1.125 TON				
	016188	AIR CONDITIONING UNIT, ACU, MTERM, WEST, MOD4, LEV4, PARKING STRUCTURE, ELECTRICAL ROOM	TML 04	HVAC	Heating/Cooling Air Handling Units	5 TON	TI THE CORP	SKL-AIR 1990003	SAC06PH4 460-3PHASE	
	016189	AIR CONDITIONING UNIT, COU, MTERM,EAST, RM AGTS ROOM 4006	TML 04	HVAC	Heating/Cooling Air Handling Units	5 TON	TI THE CORP	SKL-AIR 1990003	SAC06PH4 460-3PHASE	
	006571	AIR CONDITIONING UNIT, ACCU, MTERM,WEST,MOD4,LEV1, PARKING STRUCTURE,ACCUP-1-W-211,TRANE	PKL401MD4	HVAC	Heating/Cooling Air Handling Units	2.5 TON	TRA	7081LP03F	2TAA0030A4000AA	
	005070	AIR CONDITIONING UNIT, ACCU, MTERM,WEST,MOD4,LEV1, PARKING STRUCTURE,ACCUP-1-W-211,TRANE	PKL401MD4	HVAC	Heating/Cooling Air Handling Units	2.5 TON	TRA	720520K2F	2TAA0030A4000AA	
	005070	AIR CONDITIONING UNIT, ACCU, MTERM,WEST,MOD4,LEV5, PARKING STRUCTURE,ACCUP-5-W-211,TRANE	PKL405MD4	HVAC	Heating/Cooling Air Handling Units	2.5 TON	TRA	990006	SAC0160H4	
	016300	AIR CONDITIONING UNIT, ACU1, MTERM,EAST, AGTS, RM 4056	TML 04 14E 01Z	HVAC	Heating/Cooling Air Handling Units	5 TON	TI THE CORP	110808828	8333E76	
	016138	GRAC, AC UNIT, A08, PRIMARY PUMP RM	TML 04 2E	HVAC	Heating/Cooling Air Handling Units	1.125 TON	COLEMAN			
	016185	ACU, CONDENSOR UNIT, M3, L3, EAST	TML 03 14E 004	HVAC	Heating/Cooling Air Handling Units	1.7 TON	LEBERT			
	002952	CONDENSING UNIT, ACCU-P-1-W-93, MTERM, WEST, MOD4, LEV1, PARKING STRUCTURE, ELECTRICAL ROOM	PKG 01 16W 003	HVAC	Heating/Cooling Air Handling Units	6 TON	TRA	6213TKM2F	2TAA0072A4000AA	
	005070	CONDENSING UNIT, ACCU-P-5-W-21, MTERM, WEST, MOD4, LEV4, PARKING STRUCTURE, FEEDS LVLS FCU	PKG 04 16W 007	HVAC	Heating/Cooling Air Handling Units	2.5 TON	TRA			
	016299	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, TAXI/VALET BOOTH, DOOR 400 SOUTH UNIT	PKG 04 7W	HVAC	Heating/Cooling Air Handling Units	1.5 TON	COLEMAN	160413445	48203C966	
	016292	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, VALET BOOTH, DOOR 401	PKG 04 9E	HVAC	Heating/Cooling Air Handling Units	1.5 TON	COLEMAN	140326194	857915.711CO	
	016297	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, LIMB BOOTH, DOOR 506 ISLAND 2	PKG 05 10	HVAC	Heating/Cooling Air Handling Units	1.5 TON	DOMETIC	52921725	857915.711CO	
	016296	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, TAXI BOOTH, DOOR 510 ISLAND 1	PKG 05 10	HVAC	Heating/Cooling Air Handling Units	1.5 TON	DOMETIC	51829513	857915.711CO	
	016294	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, TAXI BOOTH, DOOR 511 ISLAND 2	PKG 05 12	HVAC	Heating/Cooling Air Handling Units	1.5 TON	DOMETIC	52023764	857915.711CO	
	016293	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, TAXI/SHUTTLE BOOTH, DOOR 507 ISLAND 1	PKG 05 12	HVAC	Heating/Cooling Air Handling Units	1.5 TON	DOMETIC	51829514	857915.711CO	
	016295	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, GROUND TRANSPORT BOOTH, DOOR 513 ISLAND 1	PKG 05 15	HVAC	Heating/Cooling Air Handling Units	1.5 TON	DOMETIC	52921174	857915.711CO	
	016298	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, GROUND TRANSPORT BOOTH, DOOR 504 ISLAND 1	PKG 05 7W	HVAC	Heating/Cooling Air Handling Units	1.5 TON	DOMETIC	52921174	857915.711CO	
	016182	ACU-RTU1, MTERM, L3, EAST,MOD2E, RTU TSA	TML 03 2E	HVAC	Heating/Cooling Air Handling Units	5 TON	FRAME	623101871	YSC060A4RRH2PF2B	
	029870	Leibert Model No. MIMCF-P00, W/MIEH018A-PHO	TML 05 SE 098	HVAC	Heating/Cooling Air Handling Units	1.5 TON	LEIBERT	MIMCF-P00	MMEH018A-PHO	

**Concourse A**

Asset	Asset Tag	Description	Location	Functional Area	Classification	Cooling Capacity	Manufacturer	Serial No.	MODEL No.	System Replacement Cost
107340	007807	PRE CONDITIONED AIR, PCA-A26,ACON,DX	CCA	HVAC	Decentralized Cooling	45 TON	FMC	61585	XPC6000-111-13-50	
107341	007271	PRE CONDITIONED AIR, PCA-A52,ACON,DX	CCA	HVAC	Decentralized Cooling	45 TON	FMC	61535	XPC6000-111-13-50	
100749	007261	PRE CONDITIONED AIR, PCA-A39,ACON,DX	CCA	HVAC	Decentralized Cooling	60 TON	FMC	62375	XPC6013-111-17-40	

Asset	Asset Tag	Description	Location	Functional Area	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
108725	007106	ROOFTOP UNIT, RTU-CS-E61, SOUTH RIFACILITY, B CON, LEVEL ROOF	CCB	HVAC	ROOFTOP UNIT	4 TON	TRANE	702100421L		
108728	007108	ROOFTOP UNIT, RTU-CS-E63, SOUTH RJ FACILITY, B CON, LEVEL ROOF	CCB	HVAC	ROOFTOP UNIT	4 TON	TRANE	702100421L	THC0434AE0A0	
107839	005067	AIR CONDITIONING UNIT, ACU, BCON, LEVEL ROOF, 3SCE, ELV, EQUIP, RM, RM,	CCB_04_8W_RF01	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	07D3009MVL	ETD36SRAEAT4903	
107924	005066	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 1SCE, QUIEST COM, TRANE	CCB_01_3E	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z342HB8AH	TTA090A400DA	
107461	005066	AIR CONDITIONING UNIT, ACU, BCON, LEVEL ROOF, CC, ELV, EQUIP, RM, BW24	CCB_01_1C	HVAC	Heating/Cooling Air Handling Units	1.5 TON	LIEBERT	539637-2	ETD18SRPEAT	
107450	007450	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, CCNW, UPS, RM, TRANE	CCB_01_1C	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE		TTA090A400DA	
233699	233700	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 25CW, COM, RM, TRANE	CCB_01_6W	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE		TTA090A400DA	
233700	007110	AIR CONDITIONING UNIT, ACU, BCON, BASEMENT, CGW, RM 0125, CARRIER	CCB_00_1C	HVAC	Heating/Cooling Air Handling Units	1.5 TON	CARRIER	38HDC018341		
25243	007050	ROOFTOP UNIT, RTU-CS-67A, SOUTH RIFACILITY, B CON, LEVEL ROOF	CCB_00_1C	HVAC	Heating/Cooling Air Handling Units	4 TON	TRANE	603103126L	THC0434AE0A0	
25244	007050	ROOFTOP UNIT, RTU-CS-E56, SOUTH RIFACILITY, B CON, LEVEL ROOF	CCB	HVAC	ROOFTOP UNIT	4 TON	TRANE	702100275L	THC0434AE0A0	
25041	007050	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 25CW, COM, RM, TRANE	CCB_01_6W	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z334JURAH	TTA090A400DA	
25254	007060	(TENANT UNIT) ROOFTOP UNIT, RTU-CS-E55, SOUTH RIFACILITY, BCON, LEVEL ROOF	CCB_01_1C	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	0407U02198	48TMF016--6118A	
26282	007066	HEAT PUMP, HP1, BCON, LEVEL 2, SC3 EAST B60	CCB_02_8E_GT160	HVAC	Heating Distribution	5 TON	CARRIER	2913C68567	507CA06A2M6A0B0A0	
27491	007066	CONDENSER, AIR COOLED, ACC-CS-E54C, BCON, RJ, RAMP LEVEL	CCB_01_15C	HVAC	Condensate Return	2 TON	TRANE	7025LLCF	2TTB924A1000AA	
25438	007066	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 1SCE, DATA AIRE, RM1465	CCB_01_3E	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0608-A	DV0312	
25439	007066	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 1SCE, DATA AIRE, RM, 3W08	CCB_01_3E	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0614-A	DV0312	
25440	007066	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, CCNW, COMM, RM, 1090, LIEBERT	CCB_01_1C	HVAC	Heating/Cooling Air Handling Units	3 TON	LIEBERT	59439	MMME036E-PC1	
25441	007066	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, CCNW, COMM, RM, 1090, LIEBERT	CCB_01_1C	HVAC	Heating/Cooling Air Handling Units	3 TON	LIEBERT	59440	MMME036E-PC1	
25442	007066	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 1SCE, TSA, BAND, UNIT	CCB_01_6E	HVAC	Heating/Cooling Air Handling Units	15 TON	TRANE	7021TBEHND	TWE 180B400EL	
108729	007109	ROOFTOP UNIT, RTU-CS-E66, SOUTH RIFACILITY, B CON, LEVEL ROOF	CCB	HVAC	ROOFTOP UNIT	4 TON	TRANE	7021003459L	THC0434AE0A0	
107457	007111	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 1SCE, TSA, BAND, UNIT	CCB_01_3E	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD	0807U04779	48TMD016--611YA	
25249	007059	(TENANT UNIT) ROOFTOP UNIT, RTU-CS-E78, SOUTH RIFACILITY, B CON, LEVEL ROOF	CCB	HVAC	ROOFTOP UNIT	15 TON	CARRIER	0707U04122	48TMD016--611YA	
25253	007059	(TENANT UNIT) ROOFTOP UNIT, RTU-CS-E54, SOUTH RIFACILITY, B CON, LEVEL ROOF	CCB	HVAC	ROOFTOP UNIT	15 TON	CARRIER	0707U04122	48TMD016--611YA	
107445	009754	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 25CW, COMM, RM, DATA AIR	CCB_01_6W_056	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0616-B	DRCU 0332	
25437	010922	AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 1SCE, DATA AIRE	CCB_01_3E	HVAC	Heating/Cooling Air Handling Units	7.5 TON	DATA AIRE	96-0610-A	DV0312	
107840	010922	CONDENSING UNIT, ACCU-007, IDF, BCON, LEVEL 1, 3SCE, QUEST COMM, RM	CCB_01_6E	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	Z342NRAAH	TTA090A400DA	
38527	010933	CONDENSING UNIT, ACCU-005, IDF, BCON, LV11, CCW	CCB_01_1C	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z341IG6AH	TTA090A400DA	
38533	010923	CONDENSING UNIT, ACCU-002, IDF, BCON, SC2E, LVL RAMP	CCB_01_6E	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z341IG6AH	TTA090A400DA	
38535	009201	CONDENSING UNIT, ACCU-006, IDF, ROOM 4E-02, BCON	CCB_01_3W	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z342HB8AH	TTA090A400DA	
38537	010929	CONDENSING UNIT, ACCU-02, IDF 3E-08, ROOM, BCON	CCB_01_3W	HVAC	Heating/Cooling Air Handling Units	7.5 TON	DATA AIRE		TTA090A400DA	
38538	010931	FAN COIL UNIT, FCU-02, IDF, ROOM, BCON	CCB_01_3W	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z334JURAH	TTA090A400DA	
38704	009748	CONDENSING UNIT, ACCU-004, IDF, 4W-02, BCON, SC1W	CCB_01_3W_038	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z334JURAH	TTA090A400DA	
38706	009751	CONDENSING UNIT, ACCU-004, IDF, 3W-08, LV11, SC1W	CCB_01_3W_062	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE		TTA090A400DA	
38707	009752	FAN COIL UNIT, FCU-004, IDF, 3W-08, LV11, SC1W	CCB_01_3W_062	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE		TTA090A400DA	
101994	009752	FAN COIL UNIT, FCU-004, IDF, 3W-08, LV11, SC1W	CCB_01_7W_024	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z341N595H	TWE090A300CA	
009759	009759	CU 003 SERVES FCU-003 IDF	CCB_01_6W_028	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z34148FAH	TTA090A400DA	
023388	023388	FC-7 BE 4.5 & 6 ROOM 5001	CCB	HVAC	Heating/Cooling Air Handling Units	3 TON	CARRIER	07D3009MVL	ETD36SRAEAT4903	
108373	005067	AC-7 CU TO ROOM 5001 ROOF CCORE SOUTH	CCB	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	07D3009MVL	ETD36SRAEAT4903	
38703	009749	FAN COIL UNIT, FCU-004, IDF, 4W-02, CC0N, SC1W	CCB_01_4W_038	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z341KN45H	TWE090A300CA	
38704	009748	CONDENSING UNIT, ACCU-004, IDF, 4W-02, BCON, SC1W	B WEST	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z341KN45H	TWE090A300CA	
50195	020369	AGTS TRAIN CU-1	AGTS-00-BC-204B	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	Z334JURAH	TTA090A400DA	
009539	009539	BE24 LIEBERT WALL UNIT ELEV. ROOM	AGTS-00-BC-201B	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	8379W351207691	ZZAH360DA757	
023408	023408	TRANE FC-004	NE CENTER CORE ROOF	HVAC	Heating/Cooling Air Handling Units	1.5 TON	LIEBERT	539637-2	ETD18SRPEAT	
38536	010926	FAN COIL UNIT, FCU-005, IDF, ROOM 4E-02, BCON, SC1W	CCB_01_4W_038	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z341KN45H	TWE090A300CA	
023390	023390	TRANE FC-007	CCB_01_4E_017	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z341KN45H	TWE090A300CA	
38528	010932	FAN COIL UNIT, FCU-005, IDF, BCON, LV11, CCW	CCB_01_7E_012	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z342TB65H	TWE090A300CA	
009535	009535	BE13 LIEBERT WALL UNIT ELEV. EQUIPMENT ROOM	CCB_01_1C_066	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z341PKA5H	TWE090A300CA	
23295	005069	BE16 LIEBERT WALL UNIT ELEV. EQUIPMENT ROOM	CCB_05.5W, ROOF	HVAC	Heating/Cooling Air Handling Units	1.5 TON	LIEBERT	683423-001	ETD18SRPEAC	
108690	006154	PRE CONDITIONED AIR, PCA-B84, BCON, DX	CCB_05.5E, ROOF	HVAC	Heating/Cooling Air Handling Units	1.5 TON	LIEBERT	E486N55AXE	MMME018APHO	
108686	006163	PRE CONDITIONED AIR, PCA-B80, BCON, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX			

108699	006138	PRE CONDITIONED AIR, PCA-B82,BCON, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		
108691	006118	PRE CONDITIONED AIR, PCA-B85,BCON, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		
108692	006150	PRE CONDITIONED AIR, PCA-B86,BCON, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		
108695	006146	PRE CONDITIONED AIR, PCA-B88,BCON,SOUTH RJ FACILITY, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		
108697	006142	PRE CONDITIONED AIR, PCA-B90,BCON,SOUTH COMMUTER AREA, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		
108694	006123	PRE CONDITIONED AIR, PCA-B87,BCON,SOUTH COMMUTER AREA, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		
108687	006108	PRE CONDITIONED AIR, PCA-B81,BCON,SOUTH COMMUTER AREA, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		
108696	006127	PRE CONDITIONED AIR, PCA-B89,BCON,SOUTH COMMUTER AREA, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		
108688	006158	PRE CONDITIONED AIR, PCA-B82,BCON,SOUTH COMMUTER AREA, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		
108698	006131	PRE CONDITIONED AIR, PCA-B91,BCON,SOUTH COMMUTER AREA, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		
24582	006113	PRE CONDITIONED AIR, PCA-B83,BCON,SOUTH RJ FACILITY, DX	CCB_01_15C	HVAC	Decentralized Cooling	20 TON	FCX		

Concourse C

Asset	Asset Tag	Description	Location	Functional Area	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
107834		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, CCW, C37, AA COMM/RM, LIEBERT	CCC 01	HVAC	Heating/Cooling Air Handling Units	1.5 TON	LIEBERT	68122	MME018A-X110	
100891		AIR CONDITIONING UNIT, ACU1121, CCON, LEVEL 1, 15CE, RM 1121, COMM1-4E02	CCC 01	HVAC	Heating/Cooling Air Handling Units	5 TON		96-0612-A	DTAU 0534	
100869		AIR CONDITIONING UNIT, ACU1, CCON, LEVEL 1, CCW, RM ATC, OLD UNIT	CCC 01	HVAC	Heating/Cooling Air Handling Units	5 TON		911802A	DAMIE0534/DAMC05AIP	
100880		AIR CONDITIONING UNIT, ACU1080, CCON, LEVEL 1, CCW, RM 1080	CCC 01_1C_032	HVAC	Heating/Cooling Air Handling Units	5 TON	DATA AIRE			
100902		AIR CONDITIONING UNIT, ACUJ, CCON, LEVEL 1, CCE, RM 1121	CCC 01_3C_010	HVAC	Heating/Cooling Air Handling Units	5 TON	DATA AIRE			
100913		AIR CONDITIONING UNIT, ACU1355, CCON, LEVEL 1, 15CW, RM 1355	CCC 01	HVAC	Heating/Cooling Air Handling Units	5 TON		96-0612-A	DVE 0312	
100924		AIR CONDITIONING UNIT, ACUATC, CCON, LEVEL 1, CCW, RM ATCUPS	CCC 01	HVAC	Heating/Cooling Air Handling Units	5 TON		911801A	DAMIA 1_512	
108186		AIR CONDITIONING UNIT, ACUJ, CCON, LEVEL 1, CCE, DELTA OXYGEN RM, C44, LIEBERT	CCC 01	HVAC	Heating/Cooling Air Handling Units	1.5 TON	LIEBERT	68142	MME018AXHO	
107452		AIR CONDITIONING UNIT, ACUJ, CCON, LEVEL 1, CCW, RM ATC, TRANE UNIT	CCC	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE		TTA0904400FA	
23685		AIR CONDITIONING UNIT, ACCU009, CCON, ROOM 1 C07, CCNE	CCC	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z3412HPAH		
23697		AIR CONDITIONING UNIT, ACU, CCON, BASEMENT, CCW/RM 0125, CARRIER	CCC	HVAC	Heating/Cooling Air Handling Units	1.5 TON	CARRIER		38HDC018341	
23698		AIR CONDITIONING UNIT, ACU, CCON, BASEMENT, CCE, RM 0188, CARRIER	CCC	HVAC	Heating/Cooling Air Handling Units	1.5 TON	CARRIER		38HDC018341	
23032	003944	AIR CONDITIONING UNIT, AC1, CCON, WEST, RAMP, NORTH DEICE TRAILOR, MARVAIR	CCC	HVAC	Heating/Cooling Air Handling Units	5 TON	MCCQUAY	7WLO321608	CCH060AMTS	
24246		HEAT PUMP, HP1, CCON, LEVEL 1, CCNE, FIREOPS	CCC	HVAC	Heating Distribution	5 TON	MCCQUAY			
25452		HEAT PUMP, HP1, CCON, BASEMENT, CCW, RM 0101	CCC	HVAC	Heating Distribution	5 TON	SNYDER GENERAL	CAT#060706034	CCH060A	
25450		AIR CONDITIONING UNIT, AC2, CCON, LEVEL 1, CC5W, LIEBERT, HALLWAY	CCC 01	HVAC	Heating/Cooling Air Handling Units	7.5 TON	LIEBERT	65432	MIME092C-AHO	
25451		AIR CONDITIONING UNIT, AC2, CCON, LEVEL 1, SC5W, RM 1266, DATA AIRE	CCC 01	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0611-A	DVE 0312	
23277		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, SC5W, RM 1381, TRANE	CCC 01	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z3421RXSH	TWE090A300CA	
23033		AIR CONDITIONING UNIT, FC-009 RM1095, CCON, LEVEL 1, TRANE, CCNW, RM 1095	CCC 01	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z34254LSH	TWE090A300CA	
25454		AIR CONDITIONING UNIT, AC1, CCON, WEST, RAMP, SOUTH DEICE TRAILOR, BARD	CCC	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD	225F062184563-01	WA372-A15	
23030	016720	AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, SCE, SOUTHWEST RAMP OFFICE, LIEBERT	CCC 01	HVAC	Heating/Cooling Air Handling Units	5 TON	LIEBERT	T10G44027	8CH054A1D0A2AG3E0000	
25765	004064	ROOFTOP UNIT, RTU1, C28 JET BRIDGE	CCC	HVAC	Heating/Cooling Air Handling Units	5 TON	GOODMAN	1507540722	GSLC30604BF	
23031		AIR CONDITIONING UNIT, CU1, DCON, TRAIN PLATFORM, DATA, AIR	TUN0206	HVAC	Heating/Cooling Air Handling Units	17.5 TON	TRANE	619101443D	YFD210CHAEA	
21256	023983	AIR CONDITIONING UNIT, ACU2, CCC WEST COMM, RM 1356	CCC 01_3W_008	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0612-A	2TTA0060A4000AA	
52157	023982	ACCU2, CONDENSOR, CCC WEST SUBCORE, SVCS COMM, RM 1356	CCC 01_3W_008	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0625-B	DRCU-0332	
52059	023958	AIR CONDITIONING UNIT, AC2, CCC 01_3E_020A	CCC 01_3E_020	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0611-A	DVE 0312	
52060	023959	AIR CONDITIONING UNIT, ACU2, CONDENSOR 2, 15C, APRON, COMM, RM 1265	CCC 01_3E_020	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0641-B	DRCU-0332	
014190		AIR CONDITIONING UNIT, ACU, CCON, FCU	CCC 01_1C_0288	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	4303M8PBD	TWE090A300EL	
014191		AIR CONDITIONING UNIT, ACU, CCON, CU	CCC 01_1C_0288	HVAC	Heating/Cooling Air Handling Units	7.5 TON	THERMAL ZONE	8560W091232576	TZAA-090DA757	

Outline Areas

Asset	Asset Tag	Description	Location	Functional	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
101649	004036	CONDENSING UNIT, ACU1, LIFT STATION 2, LEVEL OUTSIDE	L02	HVAC	Heating/Cooling Air Handling Units	8.5 TON	TRANE	H10198099	TTA102400BA	
101775	004029	CONDENSOR 1, ACU3101, GLYCOL RECOVERY BLD IWCU	ENV	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	230110FYAD	TTA090A400EA	
101776	004030	AIR CONDITIONING UNIT, ACU3102, GLYCOL RECOVERY BLD IWCU	ENV	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	2304U4HAD	TTA090A400EA	
101803	004037	AIR CONDITIONING UNIT, ACU1, WEST LIGHTING VAULT	REV2	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	735100788I	TCS060A4E0A2K	
101804	004018	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 4 BLD B	A4B	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	AV35H-3-06C	AV35H-3-06C	
101805	004019	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 4 BLD B	A4B	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	K986476BS	AV35H-3-06C	
101806	004016	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 4 BLD A	A4A	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	1596	AAYP36ACC	
101807	004017	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 4 BLD A	A4A	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR		AAYP36ACC-09N0	
101808	004010	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 3 BLD A	A3A	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	1598	AAYP36ACC-09N0	
101809	004011	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 3 BLD A	A3A	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	1504	AAYP36ACC-09N0	
101810	004005	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 2 BLD A	A2A	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	1588	AYP48ACC-09N0	
101811	004006	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 2 BLD A	A2A	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR	1599	AYP48ACC-09N0	
101812	004002	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 1 BLD B	A1B	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR	K986474BS	AYP48ACC-3	
101813	004004	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 1 BLD B	A1B	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR	2904E21249	AYP48ACC	
107459	012109	CONDENSING UNIT, CU1, FIREHOUSE 4, LVL 1 OUTSIDE	F54	HVAC	Heating/Cooling Air Handling Units	5 TON	CARRIER		38CKC060570	
107462	004095	CONDENSING UNIT, CU1, FIREHOUSE1, LEVEL2, ROOF ELECTRICAL RM, YORK	F51	HVAC	Heating/Cooling Air Handling Units	3 TON	YORK	5XHO506101	ALR030C	
101693	004027	AIR COOLED CHILLER @ FIREHOUSE1 - NORTH SIDE	F51	HVAC	Heating/Cooling Air Handling Units	3 TON	YORK	WENMM049637	H4DB036546A	
23015	005095	AIR CONDITIONING UNIT, AC3, TAXIWAY WC LIGHTING VAULT, TRANE	REV3	HVAC	Heating/Cooling Air Handling Units	8.5 TON	TRANE	231100336I	TSC102A4RGAOJIE10	
23017	005037	AIR CONDITIONING UNIT, AC1, TAXIWAY WC LIGHTING VAULT, TRANE	REV3	HVAC	Heating/Cooling Air Handling Units	1.5 TON	TRANE	2311JPM2H	WCC018F1009B	
23018	005042	AIR CONDITIONING UNIT, HP1, WA DE-ICE HOUSE, CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	5 TON	CARRIER	4205E27648	38YCC060320	
23019	005041	AIR CONDITIONING UNIT, ACC1, WA DE-ICE HOUSE, CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	2 TON	CARRIER	2005V07114	38BNB024311	
23020	005040	AIR CONDITIONING UNIT, HP2, WA DE-ICE HOUSE, CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	5 TON	CARRIER	4405E17382	38YCC060326	
23021	005039	CONDENSOR UNIT, HP3, WA DE-ICE HOUSE, CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	4 TON	CARRIER	4405E01475	38YCC048340	
23022	005038	AIR CONDITIONING UNIT, ACC2, WA DE-ICE HOUSE, CARRIER	DIR	HVAC	Heating/Cooling Air Handling Units	2 TON	CARRIER	2005V07113	38BNB024311	
23031	004021	AIR CONDITIONING UNIT, CU3, DCON, TRAIN PLATFORM, DATA AIR	TUN0206	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	4213PNL3F	ZTTA0060A4000AA	
24236	004021	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 4 BLD C	A4C	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR		AV35H-3-06C	
24237	004013	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 3 BLD C	A3B	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR	E002983BS	AV65H-8-06CE	
24238	004014	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 3 BLD C	A3B	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR	E008984RS	AV65H-8-06CE	
24239	004007	CONDENSING UNIT, CU1, ANTENNA FARM TOWER 2 BLD A	A2A	HVAC	Heating/Cooling Air Handling Units	1.5 TON	GOODMAN	907069739	GSCI130181BA	
24240	004008	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 2 BLD B	A2B	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR	194	AYP48ACA10N0921A	
24241	004000	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 1 BLD A	A1A	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR	607	AYP48ACC-1, NO M92A1	
24242	003999	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 1 BLD A	A1A	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR		AYP48ACC	
24243	004001	CONDENSING UNIT, CU3, ANTENNA FARM TOWER 1 BLD A	A1A	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	3156Y7WAD	TTA090A300EA	
25263	023922	AIR CONDITIONING UNIT, ACU1, OPS DORM TRAILER UNIT B	OTB	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD	1541092639160-02	WA602-B15	
25264	023923	AIR CONDITIONING UNIT, ACU2, OPS DORM TRAILER B	OTB	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD	1541092639159-02	WA602-B15	
25265	023924	AIR CONDITIONING UNIT, ACU1, OPS AIRFIELD OFFICE TRAILER A	OTA	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD	1541092639159-02	WA602-B15	
25266	023925	AIR CONDITIONING UNIT, ACU2, OPS AIRFIELD OFFICE TRAILER A	OTA	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD	1541092639157-02	WA602-B15	
26617	003943	ROOFTOP UNIT, RTU1, EAST VAULT, REV1	REV1	HVAC	Heating/Cooling Air Handling Units	3.5 TON	LENNOX	5692H04488(MI, C-8-9951D	CHP165133G	
46230	004009	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM, TOWER 2 BLDG B	A2B	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR	1957	AYP48ACC	
46242	004020	CONDENSING UNIT, CU2, ANTENNA FARM, TOWER 4 BLDG B	A4B	HVAC	Heating/Cooling Air Handling Units	1.5 TON	GOODMAN	907000448	GSCI130181C	
46245	004022	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM, TOWER 4 BLDG C	RET	HVAC	Heating/Cooling Air Handling Units	3 TON	YORK	NGXM135265	DZCE036A06B	
49650	012121	CONDENSING UNIT, CU2, FIREHOUSE 4, LVL 1 OUTSIDE	F54	HVAC	Heating/Cooling Air Handling Units	5 TON	CARRIER		38CKC060570	

Asset	Asset Tag	Description	Location	Functional	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
51383	051383	AIR CONDITIONING UNIT, ACU1, UPS BLD./DELTA	CAB	HVAC	Heating/Cooling Air Handling Units	3 TON	YORK	NDGM040646	D1EB036A06A	
52103	023972	CONDENSOR 11, UPS BLDG., DELTA SHOP	CAB	HVAC	Heating/Cooling Air Handling Units	20 TON	TRANE	52132W9AD	TA2A408400FA	
52104	023973	CONDENSOR 12, UPS/DELTA SHOP	CAB	HVAC	Heating/Cooling Air Handling Units	20 TON	TRANE	53234BCAD	TA2A408400FA	
23023	004083	AIR CONDITIONING UNIT, AC, JOINT USE CARGO FRONTIER, DOOR-F, RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	2 TON	RUDD	4908 F3593-0147	UAKA-024IAS	
23025	004087	AIR CONDITIONING UNIT, AC, JOINT USE CARGO, NORTHWEST, DOOR-I, K, RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	1.5 TON	RUDD	4900 F 3993 6490	UAKA-018IAS	
23026	004089	AIR CONDITIONING UNIT, AC, JOINT USE CARGO, NORTHWEST, DOOR-M, N, RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	1.5 TON	RUDD	4900 F 3993 4797	UAKA-018IAS	
23027	004090	AIR CONDITIONING UNIT, AC, JOINT USE CARGO, AIRWAYS, DOOR-O, RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	3 TON	RUDD	4959 F 3593-0147	UAKA-036CAS	
23024	004085	AIR CONDITIONING UNIT, AC, JOINT USE CARGO, DELTA, DOOR-G, H, RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	3 TON	RUDD	4959 F 3593-0147	UAKA-036CAS	
003987	003987	AIR CONDITIONING UNIT, RTUJ, EMPLOYEE PARKING, A/C TURNSTYLE, ROOF, CARRIER RTU-1	PAA	HVAC	Heating/Cooling Air Handling Units	7.5 TON	CARRIER	2907G30528	48TMF008-A-601	
003996	003996	AIR CONDITIONING UNIT, RTUJ, EMPLOYEE PARKING, A/C TURNSTYLE, ROOF, CARRIER RTU-2	PAA	HVAC	Heating/Cooling Air Handling Units	6 TON	CARRIER	1407GZ0514	48TMF007--601	
003996	022036	AIR CONDITIONING UNIT, RTUJ, EMPLOYEE PARKING, A/C TURNSTYLE, ROOF, CARRIER RTU-3	PAA	HVAC	Heating/Cooling Air Handling Units	7.5 TON	CARRIER	5098G30058	48TJD008-621QE	
003945	022045	AIR CONDITIONING UNIT, RTUJ, EMPLOYEE PARKING, B TURNSTYLE, ROOF, CARRIER RTU-1	PAA	HVAC	Heating/Cooling Air Handling Units	4 TON	CARRIER	5098G20619	48TJE005-601YW	
003946	004082	AIR CONDITIONING UNIT, RTUJ, EMPLOYEE PARKING, B TURNSTYLE, ROOF, CARRIER RTU-2	PAA	HVAC	Heating/Cooling Air Handling Units	7.5 TON	CARRIER	5098G30061	48TJE008-621QE	
23274	022035	AIR CONDITIONING UNIT, ACU6 PIKES PEAK BOOTH 6, OUTLYING PARKING	PXL12	HVAC	Heating/Cooling Air Handling Units	1 TON	COLEMAN	50806628	833E776	
51258	022035	AIR CONDITIONING UNIT, ACL, SNOW TRAILER, TWR ROAD	PSS	HVAC	Heating/Cooling Air Handling Units	3 TON	BARB	225A062125592-01	WA372-A15	
51259	022036	AIR CONDITIONER, AC2, SNOW TRAILER, TWR ROAD	PSS	HVAC	Heating/Cooling Air Handling Units	3 TON	BARB	225A06213860-02	WA372-A15	
107583	022045	AIR CONDITIONING UNIT, ACU1, SOUTH HUT, COMMUNICATIONS	CHS	HVAC	Heating/Cooling Air Handling Units	5 TON				
107443	004082	CONDENSOR 1, CARGO B, UPS, OLEST TELEPHONE RM	CHS	HVAC	Heating/Cooling Air Handling Units	5 TON	GUARDIAN/ARI	WGCT550997	AC060X1372A	
27428	22047	AIR CONDITIONING UNIT, AC02, SOUTHEAST HUT, COMMUNICATIONS, 7034 N. POWHATON ROAD	CHS	HVAC	Heating/Cooling Air Handling Units	5 TON	SWR	G023140CVM	AV60H-E-10CF	
		ACCESS CONTROL PLAZA - Chiller (Abandoned in place, remove R-22 only)								
004051	004051	WORLD PORT - BLDG #12 (East)	WPA	HVAC	Heating/Cooling Air Handling Units	2.5 TON				
51440	004055	ACU, CONDENSOR UNIT, WPA, EAST BLDG.	WPA	HVAC	Heating/Cooling Air Handling Units	8 TON	LIEBERT	0246N70893	PFC096A-AL3	
25693	004054	WORLD PORT - BLDG #11 (West)	WPA	HVAC	Heating/Cooling Air Handling Units	2.5 TON				
51257	004059	WORLD PORT - BLDG #12 (East)	WPA	HVAC	Heating/Cooling Air Handling Units	2.5 TON	TRANE	Z3045D61H	YCC030F1M0BH	
		WORLD PORT - BLDG #12 (East) RTU-8	WPA	HVAC	Heating/Cooling Air Handling Units	2.5 TON	TRANE	YCC023045D61H	YCC030F1M0BH	
		GATE #7 GUARD HOUSE (Friedrich)		HVAC	Heating/Cooling Air Handling Units	1 TON	FRIEDRICH			
		GT LOT BUILDING, GROUND MOUNTED AIR COOLED CHILLER		HVAC	Heating/Cooling Air Handling Units	20 TON	TRANE	J93H82290	CGADC20GAHA1GTA	

Maintenance Center											
Asset	Asset Tag	Description	Location	Functional Area	Classification	Cooling Capacity (tons)	Manufacturer	Serial No.	Model No.	System Replacement Cost	
107836	004078	AIR CONDITIONING UNIT, AC,VEHICLE STORAGE, WORKOUT RM,YORK/EVCON	VSB	HVAC	Heating/Cooling Air Handling Units	2.5 TON	YORK	WOKS895511	AC030M1021CG		
108066	004061	AIR CONDITIONING UNIT, AC1, MAINT CENTER, STOCKRM OFFICES	MNC	HVAC	Heating/Cooling Air Handling Units	5 TON	THERMOZONE BRAND	8347W281109492	TZAA-360-2A757		
108185		AIR CONDITIONING UNIT, ACU1, MAINTENANCE CENTER, FLEET LEVEL2 OFFICES	MNC	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	31936C72F	2TW0060A0000AB		
23900	004062	AIR CONDITIONING, ACU2, FLEET LOWER LOCKER ROOM, MAINTENANCE CENTER	MNC	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	7181161NBF	2T1B026A1000AA		
23901	004063	AIR CONDITIONING, ACU1, FLEET UPPER LOCKER ROOM, MAINTENANCE CENTER	MNC	HVAC	Heating/Cooling Air Handling Units	10 TON	TRANE	62913CEAD	T1A1Z0B400EFA		
53439	026019	HEAT PUMP, HP, MNC, LEVEL 2 FLEET OFFICES	MNC	HVAC	Heat Pump	5 TON	TRANE	15025M4X5F	2TW0060A0000CB		

Toll Plaza's

Asset	Asset Tag	Description	Location	Functional Area	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
107466	005000	AIR CONDITIONING UNIT, ACU1, EAST TERMINAL MAIN&BOOTH1,CLOSE IN TOLL PLAZA	EC1	HVAC	Heating/Cooling Air Handling Units	3 TON	AMERISTAR	151610166M	MZAC3060A1000NA	
107479	005001	AIR CONDITIONING UNIT, ACU1, EAST TERMINAL ECONOMY TOLL PLAZA MAIN&BOOTH1	EE1	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	P325K18FF	TTA036C300A1	
107484	004998	AIR CONDITIONING UNIT, ACU1, WEST TERMINAL MAIN&BOOTH1,CLOSE IN TOLL PLAZA	WC1	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	P331TESFF	TTA060D0300AO	
107498	004999	AIR CONDITIONING UNIT, ACU1 WEST TERMINAL MAIN&BOOTH1,ECONOMY TOLL PLAZA	WE1	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	P315MDMFF	TTA060D0300AO1	
52094	023947	AIR CONDITIONER UNIT, ACU 1, EC1, TOLL PLAZA	EC1	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	P324LS1V	TWE060C15FDO	
52095	023950	AIR CONDITIONING UNIT, ACU1, EE1, TOLL PLAZA, E ECON	EE1	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	P325K08FF	TWE036C14FBO	
52096	023944	AIR CONDITIONER UNIT, ACU 1, WE1, TOLL PLAZA	WE1	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	P324KFG1V	TWE036C14FBO	
52097	023941	AIR CONDITIONING UNIT, ACU 1, WC1, TOLL PLAZA	WC1	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	P323U521V	TWE060C15FDO	

Asset	Asset Tag	Description	Location	Functional	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
107869	005016	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT B, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD	1250991340969-02	WA361-A15	
107370	005019	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT A, 7126 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	INTER-THERM			
107371	005008	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT A, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD MANUFACTURING	225H062200452-02	WA372-A05	
107372	005013	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT A, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR			
107373	005014	AIR CONDITIONING UNIT, ACU2, TRAILER UNIT A, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR			
107374	005015	AIR CONDITIONING UNIT, ACU3, TRAILER UNIT A, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR			
107376	016745	AIR HANDLING UNIT, AHU1, TRAILER UNIT B, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	FRANE	64124H71V	2TE63F60B1000AA	
107378	005021	CONDENSING UNIT, CU1, TRAILER UNIT B, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	FRANE	72456N72F	2T18B960A1000AA	
107379	016746	CONDENSING UNIT, CU1, TRAILER UNIT A, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	2.5 TON	GOODMAN MANUFACTURING	1061348958	58C339301EE	
107380	016747	AIR HANDLING UNIT, AHU1, TRAILER UNIT A, 7127 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	2.5 TON	GOODMAN MANUFACTURING	907086141	CAFF	
107382	016747	AIR HANDLING UNIT, AHU1, TRAILER UNIT A, 7127 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	FRANE	7442K7A1V	2TECF60B1000AA	
107385	025046	AIR CONDITIONING UNIT, ACU1, SOUTH EAST HUT, COMMUNICATIONS, EAST	CSE	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR	6023143CM	AV90H-1-10CF	
107837	005003	CONDENSOR 1, BUILDING MAINTENANCE SOUTH, FRANE, NORTH UNIT (carpenter building)	BMS	HVAC	Heating/Cooling Air Handling Units	5 TON	FRANE	HC8235538	TTA060C30A0	
107838	005002	CONDENSOR 2, BUILDING MAINTENANCE SOUTH, GOODMAN SOUTH UNIT (carpenter building)	BMS	HVAC	Heating/Cooling Air Handling Units	5 TON	GOODMAN MANUFACTURING	903093234	SSC130603AC	
24772	005018	CONDENSING UNIT, CU1, TRAILER UNIT A, 7127 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	FRANE	81627142F	2T18B960A1000AA	
24773	005012	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT C, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			
24774	005031	AIR CONDITIONING UNIT, ACU1, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			
24775	005032	AIR CONDITIONING UNIT, ACU2, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			
24776	005033	AIR CONDITIONING UNIT, ACU3, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			
24777	005017	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT B, 7120 N. UNDERGROVE ST, SOUTH CAMPUS/SURVEY TRAILER	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	HF3648	AVP96CAL0M-200B006853	
24778	005009	AIR CONDITIONING UNIT, ACU2, TRAILER UNIT A, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	225K062237801-AA	WA372-A15	
24779	005034	AIR CONDITIONING UNIT, ACU4, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD MANUFACTURING	225H062200459-02	WA372-A05	
24780	005010	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT B, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			
24781	005028	AIR CONDITIONING UNIT, ACU1, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	2.5 TON	MARVAIR	5967	AVP96CAL0M-10MO K92B1	
24782	005022	AIR CONDITIONING UNIT, ACU1, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	153N971178648-02	WA602-A00	
24783	005023	AIR CONDITIONING UNIT, ACU2, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	1539991202360-02	WA602-ADDXXXX	
24784	005024	AIR CONDITIONING UNIT, ACU3, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	15131971136780-02	WA602-A00	
24785	005025	AIR CONDITIONING UNIT, ACU4, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	153N971178652	WA602-ADDXXXX	
24786	005026	AIR CONDITIONING UNIT, ACU5, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	153R071103044-02	WA602-A00	
24787	005027	AIR CONDITIONING UNIT, ACU6, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	153A001103479-02	WA602-ADDXXXX	
24788	005011	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT B, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			
52031	009746	AIR CONDITIONING UNIT, ACU1, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			
52032	009746	AIR CONDITIONING UNIT, ACU1, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			
52087	005029	AIR CONDITIONING UNIT, ACU1, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	2.5 TON	MARVAIR	225F062184563-01	WA372-A15XX4	
52088	005030	AIR CONDITIONING UNIT, ACU3, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	2.5 TON	MARVAIR	6176	AVP930ACA-10MO M92B1	
								6258	AVP930ACA-10MO M92B1	



DESIGN-BUILD PROPOSAL FOR  
**HVAC R-22  
REFRIGERANT  
REPLACEMENT  
PHASE II**

SUBMITTED TO  
Denver International Airport

September 3, 2020  
RFP# 202054748



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# 1. COVER LETTER

LaQuisha Shaw, Contract Administrator  
Denver International Airport  
Administration Office Building (AOB), Room 8810  
8500 Pena Boulevard | Denver, Colorado 80249-6324

**Re: Response to RFP No. 202054748 HVAC R-22 Refrigerant Replacement Phase 2**

Dear Ms. Shaw:

Denver International Airport (DEN) needs a design-build team they can trust to deliver this large-scale program seamlessly. The Burns & McDonnell team, including key subcontract partners Trautman & Shreve and Intermountain Electric as well as numerous DSBO partners, will do just that.

Our team puts safety first, knows DEN, understands construction at active airports, and has developed an execution plan that will deliver results. We consider this a program of several small projects that may seem simple in technical nature, but are challenging in execution, sequencing and logistics given the wide spread of facilities affected across your active airport campus. Our team is qualified, prepared, and confident, as well as flexible as this program unfolds and unforeseen logistical or funding challenges can arise.

**The Burns & McDonnell Team is ready to put our 75+ years of aviation experience to work for you.**

## Why Select Our Team?

- ☑ **Relationship with DEN.** Burns & McDonnell's Denver office has been working with DEN since 1989. DEN is our longest standing client in this region, and we are committed to your ongoing success. Based on our experience working with you for nearly three decades, we have come to view ourselves as an extension of DEN staff. We know your expectations, requirements, work processes, stakeholders, preferences and the permitting process.
- ☑ **The Right Team for the Project.** The team of engineering and construction professionals proposed for this project have a long history working on DEN projects, HVAC replacement projects at other active airports around the country, and specifically Phase 1 of this R-22 Replacement program at DEN. The proposed team has also worked together successfully on several DEN projects over the years. **Hiring this team will lead to lower overall costs as we leverage our past experiences forward to reduce risk on the execution of this project.**
- ☑ **Integrated Design-Build Approach.** With more than half of our revenue coming from construction projects where we are the prime general contractor, Burns & McDonnell is more than an engineering firm. We are truly, designed to build—offering an integrated design-build delivery model with a single contract between our company and DEN. We consider the engineering and construction teams as one collective unit, collaborating daily to successfully execute projects. Having both engineering and construction management under one roof eliminates finger-pointing and leads to more efficient project execution.

- ☑ **We Have Already Started!** Utilizing our existing knowledge and access at DEN, and a proprietary survey tool we developed specifically for this project, we have performed preliminary site investigations and data gathering for more than half of the units (**all at our own expense**). This investigation produced insights related to safety, access, operations, and logistics, all of which ultimately results in more accurate proposal pricing, a better project approach, and **reduced overall cost and schedule of the data gathering phase of this project upon award**. Further details are provided within our proposal and we look forward to sharing the survey results with you.
- ☑ **Solid Execution Plan.** Our execution plan includes design of all units and buildings simultaneously, with multiple teams led by common discipline leads. This approach maximizes the engineering schedule, creating better flexibility in construction and commissioning. In parallel, we will work with DEN to sequence the most effective construction plan and schedule that fits your (and your customers’) needs. We know things change daily at an active airport, requiring a flexible construction plan. Our approach offers change management oversight that will mitigate safety, cost, and schedule risk as changes arise.

### MWBE Teaming Partners

**Our team will exceed the 25% MWBE participation goal (currently proposed at 29.7%).**

This team includes ten local subconsultants who have been selected based on their DEN experience, relevant project experience, and reputation in the industry.

### Key Personnel Availability Statement

Our team recognizes that continuity of staff is important to DEN and we will commit our key personnel for the duration of the contract term. Our program manager will direct all needed resources for proper engineering, procurement, construction, and commissioning in compliance with DEN, FAA and local standards.

We look forward to the opportunity of working with you on this project. If you have any questions, please contact Terence at 303-474-2270 or tarredondo@burnsmcd.com.

Sincerely,

Burns & McDonnell Engineering Company, Inc.

*Terence Arredondo*  
 Terence Arredondo  
 Design-Build Project Manager

*Mark A. Lichtwardt*  
 Mark Lichtwardt, PE  
 General Manager & Sr. Vice President

- Reliant Energy Systems, Inc. | Mechanical Construction
- Construction Supply Services | Mechanical Materials
- LEI | Controls
- American Industrial & Electrical Supply | Electrical Materials
- North/Western Electric | Electrical Construction
- Latcon | Concrete, Thermal Protection & Finishes
- Adolfson & Peterson | General Trades Construction
- SynEnergy | MEP Design & Engineering
- SAN Engineering | Structural Design & Engineering
- PK Electrical | Electrical Design & Engineering
- Group 14 | Commissioning

## 2. COST EFFECTIVENESS

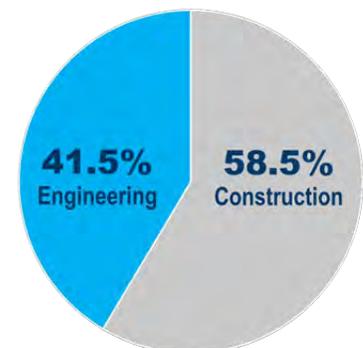
Burns & McDonnell understands that this project's success will be determined by maintaining cost-effectiveness throughout engineering, procurement, construction, and commissioning without compromising quality. The following outlines our approach to making this a reality.

### COMPETITIVE EDGE

**Knowing your Airport |** We have been a part of DEN for nearly 30 years, with dozens of task orders successfully completed and multiple active task orders currently underway. We understand how DEN operates, which is a time saver since we will not have to get people badged to start working on any task orders. Also, we know where the keys are to the different rooms and where the rooms are located. Furthermore, our strategic subcontract partners (Trautman & Shreve and IME) just recently completed Phase 1 of this R-22 Replacement program and were part of the overall team (including Burns & McDonnell) that successfully completed the phase-out of R-22 at the Central Utility Plant (CUP). The knowledge captured during Phase 1 will help guide our team to better execution and reduced overall costs and schedule. Our team will leverage these past experiences to inform our project delivery without compromising quality and accuracy of our results. A detailed list of items we have identified as possible concerns that need to be addressed and considered can be found in Section 3 of this proposal under "Challenges and Solutions."

**Designed to Build |** Burns & McDonnell provides services for a wide variety of project types using a wide variety of contract delivery methods. We work with our clients to determine the most mutually beneficial contracting method and project delivery solution to meet their budget, schedule and capital investment needs. Since 1994, design-build delivery has been an integral part of our business, and we now execute more than \$2.5 billion (out of \$4.1 billion in 2019 revenue) in design-build (DB) projects annually. Our Construction Management for Fee work comprises more than \$200 million annually. We are ranked among the top 400 General Contractors and also ranked among the top 10 design firms worldwide. At its core, design-build is about streamlining the process from facility conception to completion. It is true design-build where all design and construction team members are working side by side to deliver projects that make our clients successful. It aims to reduce costs, accelerate the schedule, improve quality and safety, and free you to focus on your core business. We deliver this through our up-front interdisciplinary collaboration, thinking through every aspect of a project for fast, efficient delivery.

**2019 Revenue | \$4.1 billion**



**High BIM Model Review Ratings |** Burns & McDonnell routinely receives increasingly high ratings (typically over 90%) for our submittals for Building Information Modeling (BIM) model reviews by DEN staff. We are currently rated as one of the top DEN design providers, a feat that is really understated since our recent projects are large, complex models of the Central Utility Plant. By providing a sound BIM model during each submittal, we reduce the amount of review and re-review time required by DEN's BIM staff, allowing them to focus on other efforts and reducing the overall cost and schedule of the project.

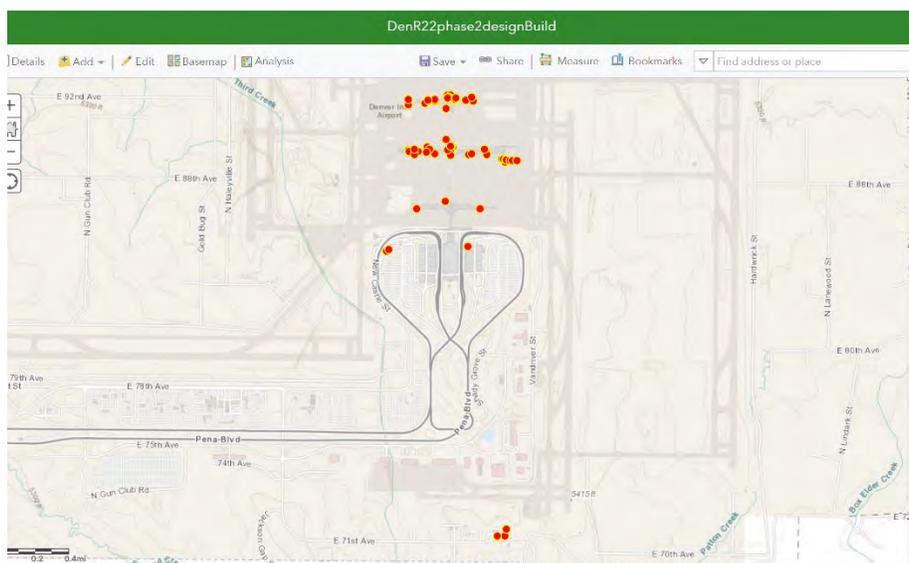
**We have already started! |** As soon as we received the RFP with the initial list of unitary equipment, our team went to work. We considered how busy your current staff has become as an institution with concourse expansions and the Great Hall remodel and proactively sought to fill in the information gaps

to provide the most accurate proposal possible at this stage of project development. Given our team's knowledge of DEN and existing badged access, we deployed a team of data gatherers at our own sole expense. The team first agreed upon the desired outcome of the site investigations, and created a data gathering template of what information would be most critical in affecting our price. A sampling of the information we wanted to obtain includes, but is not limited to the following:

- ✓ Building and Room #
- ✓ Equipment Tag # and Asset ID
- ✓ What is the function of the space? (i.e. Computer Room, Office Storage, Maintenance)
- ✓ Description of unit location (i.e. on roof, above ceiling, wall or floor-mounted)
- ✓ Type of unit (i.e. split system, rooftop, CRAC, PCAir)
- ✓ Describe possible crane staging locations (for rooftop units)
- ✓ Entry door height/width
- ✓ How is unit currently supported?
- ✓ Description of existing power/ductwork/controls
- ✓ Description of any noticeable pinch points for construction
- ✓ Description of any safety concerns
- ✓ Temporary cooling requirements/challenges
- ✓ Take Photos of equipment, location, and nameplates

Before dispersing our teams to the field, we utilized our technology team at 1898 & Co. (a Burns & McDonnell subsidiary) to convert the data gathering template into an online tool that can be filled out from any tablet or smartphone using the **Survey123 App**. Not only does this tool capture field data, but also applies an ArcGIS-based geo tag to each data entry and is securely uploaded to the cloud, live. So, as our teams in the field were gathering data, our teams in the office were able to view and filter the data live and see where in the DEN airport complex each data point was physically located. Some samples of the online portal view are provided below for reference. A more detailed deep dive of this tool and our survey results can be done upon DEN request.

The following snapshot is from the “map view” of the Survey123 tool with each red dot representing a field data entry (areas represented here include South Campus, Toll Booths, Terminal Units, Concourse A, B, C).



This view below shows what you see when you click on a single field data entry. Notice the information from our data gathering template populated on the right windowpane as well as the photo from the field of the unit.

The screenshot displays the ArcGIS Survey123 interface for a survey titled "DenR22phase2designBuild". The top navigation bar includes "Overview", "Analyze", and "Data" tabs. The main area shows a map of Denver International Airport with several orange data points. A detailed data entry view is open on the right, showing the following information:

- CCB
- Room Number
- CC roof
- Equipment Tag Number
- AC-7
- Equipment Asset ID
- 005067

Below the map is a table with the following columns: ObjectID, Surveyor Name, Date And Time Of Survey, Building, Room Number, Equipment Tag Number, Equipment Asset ID, and What is Function the Spa. The table contains three rows of data:

ObjectID	Surveyor Name	Date And Time Of Survey	Building	Room Number	Equipment Tag Number	Equipment Asset ID	What is Function the Spa
118	property("username")	Aug 2, 2020, 9:50 PM	PKG-05-01	Door 506 Island #2	PKG-05-01	016297	Limo Boc
117	property("username")	Aug 2, 2020, 9:47 PM	West Parking Garage Lvl 1	Xerox	ACU-13	004074	Evaporat condens next to a room
116	property("username")	Aug 2, 2020, 9:46 PM	West Parking Garage Lvl 1	1330	ACU-6	004077	Lvl 1 Elec

At the bottom right, there is a "Photos" section with a photo of a person working on a piece of equipment, labeled "attach\_Image 202007..."

Upon receipt of Addendum No. 1 and the updated asset list, our team exported the results of our survey into a data model and merged the data with the new data provided into a comprehensive model that can be provided to DEN for information upon contract award.

Once again, this effort was done safely and solely at our own expense to provide a cost effective, yet realistic proposal. We learned that one of the most challenging aspects of this project will be successfully accessing each of the units without disrupting airport operations. We are confident the competitive edge gained by this exercise will provide DEN cost and schedule savings during the initial data gathering phase of the project and will lead to a better project execution plan, as there really is no learning curve with this team.

## TEAM PHILOSOPHY & APPROACH

Our complete team from engineering to construction to commissioning personnel are all bought in to the notion that cost effectiveness and efficiency must be personally owned by each member of the team and implemented in every phase of the project. This project spans multiple buildings and areas around the DEN campus, each with its own unique set of challenges and logistics that must be considered. Our team will work to find common ground and repeatable design/construction/commissioning methods that can apply to multiple areas to save cost and schedule. Our team's integrated approach focuses on working with your staff from the beginning of the project through project completion. The Burns & McDonnell team and our strategic subcontractors have significant aviation experience and specifically at DEN. We have assembled an engineering team that is familiar with DEN DSM standards and preferred

design solutions, a construction team that just completed Phase 1 of the R-22 program and knows what your inspectors expect in construction, and a commissioning team that has a long history of making buildings function. Our team will work with your team from day one to make sure that design/construction preferences are captured and documented early to avoid re-work and cost/schedule impacts down the road.

## SUBCONTRACTOR OPTIMIZATION

Burns & McDonnell is committed to meeting or exceeding the established MWBE program goal of 25% as described within the attachments of this proposal. We have demonstrated through our corporate Affirmative Action Policy, hiring practices and inclusive work environment that we recognize the importance and the value of creating a diverse, high-performing workforce that reflects the communities we serve by eliminating barriers to equal opportunity. All our selected partner firms have extensive experience with DEN systems, projects and protocols, virtually eliminating the learning curve associate with outside firms. The combined personnel of our assembled team also provide tremendous bench strength, able to handle multiple areas of the project simultaneously while still serving our existing on-call contracts.

We also limit DEN's exposure to overhead costs by using subcontractor staff integrated with our own.

Jamie Triplett, our dedicated DSBO Coordinator, will actively monitor our project progress to verify we meet our established goals with all our subcontractor partners. Jamie will document and manage our MWBE utilization and meet with the project manager regularly to confirm our goals are being met and documented.

## COST CONTROL

### Principles

For cost control to be successful, a comprehensive scope definition, detailed Project Execution Plan, detailed control budget and a proactive/robust Change Management procedure must exist. These documents will serve as the baseline from which deviations, trends and forecasts are identified and developed.

The analysis and forecasting of costs are a continuous effort with the objective of early identification, analysis and report of cost variations and trends. Budget deviations and trends must be detected and brought to project management's attention early enough to allow for alternative actions to be considered to avoid and/or mitigate cost overruns. In fulfilling the objectives of cost control, our cost analysis will include:

- ▶ Analysis of all components of cost (i.e. quantities, pricing, work hours, unit rates, and schedule-related impacts)

### Small Business Teaming Success

During our Retro-Cx of HAS Airports George Bush Intercontinental (IAH) and William P. Hobby (HOU) we used a number of small business consultants to finish these tasks on time to exceed our 30% small business requirement. To accomplish this project within four months, we had 10 teams of 2 to 3 Cx specialists working in the field at one time. The team makeup was a mixture of Burns & McDonnell Cx specialists and subconsultant engineers. HAS saw our team operate as a unified team such that Burns & McDonnell and subconsultants resources were indistinguishable. We held a two-day training and partnering meeting, and weekly project meetings to integrate all project team members. We also had our subconsultants lead certain meetings, so everyone felt integrated into our team.

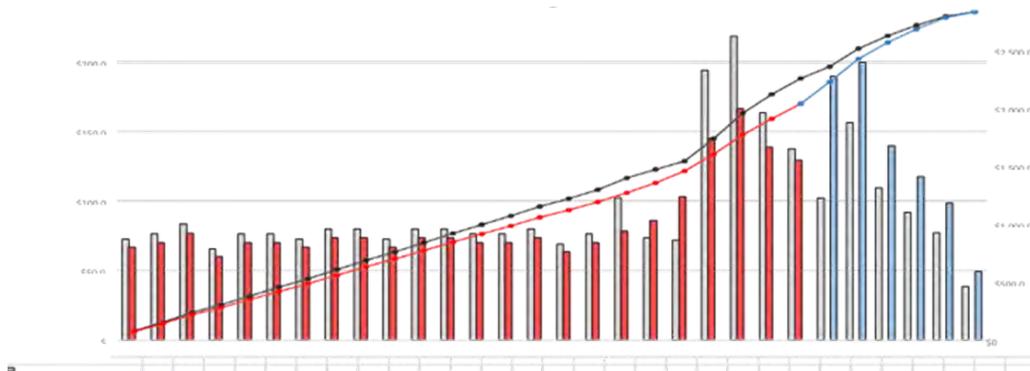
*At the end of the project we exceeded all HAS small business goals.*

- ▶ Trending and forecasting of all current costs, productivity, quantity, and schedule data in order to isolate and identify cost variances from the budget.
- ▶ Identification of scope growth which may result in contract changes
- ▶ Identification of cost trends and risks to keep management informed of potential problem areas
- ▶ Assessment of forecasted costs to assist in financial analysis
- ▶ Project cash flow forecasting
- ▶ Identify issues and recommend corrective actions

## Scope Management

The Project Manager and discipline leads are responsible for managing the project budget and scope of work. As conditions or scopes change, communication is key. Each month, project status is evaluated on a percent complete for deliverables against budget. Monthly progress reports, in addition to scheduled progress deliverables, will be submitted to DEN as appropriate for the current project status. In addition, each discipline lead and the project manager evaluate potential changes of scope on a regular basis and will identify any out-of-scope items with the DEN Project Manager immediately, before performing any out-of-scope work. This process is documented through collaborative communications, and then followed up with a standard scope change form.

The scope change form will identify any impacts to project cost and schedule. Work cannot begin on an out-of-scope item, until DEN has approved the scope change request in writing per our internal requirements. This process keeps the project on budget by controlling “scope creep.”

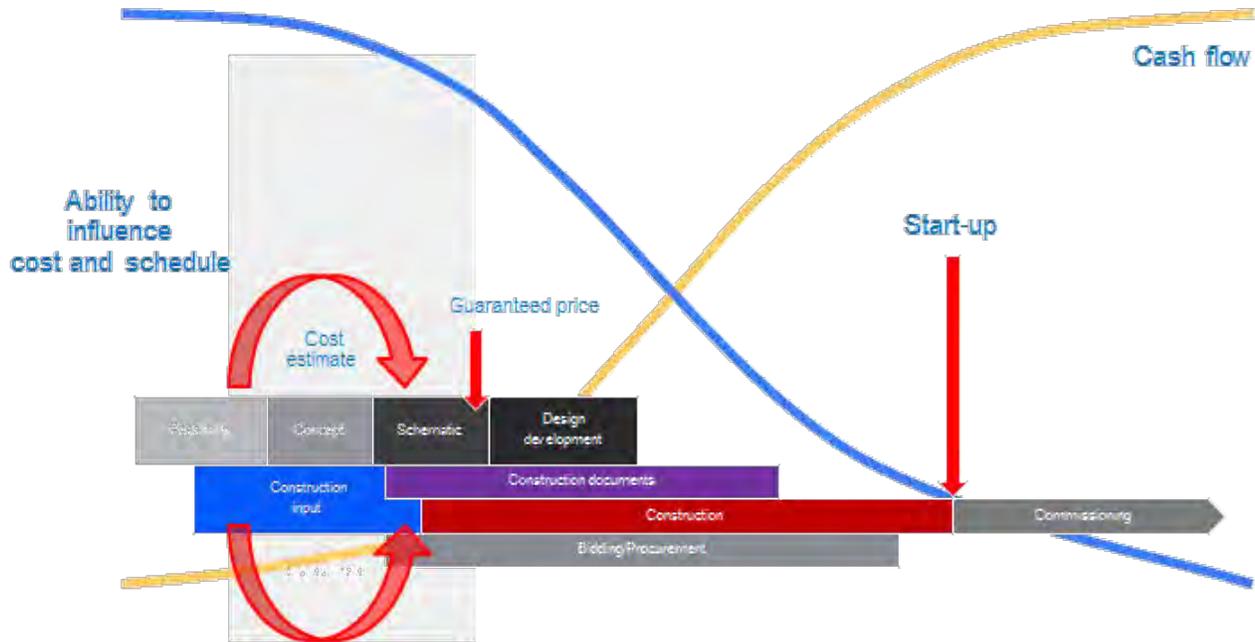


Actual vs. Projected Construction Costs Reporting

## Impactful Cost Control

We include a Preconstruction Manager as an integral member to our team. The “Pre-Con” Manager will be involved at every stage of the project to assess the design impacts on the project cost goals. In the early stages of design, the estimates will be based on square footage costs and historical data. As the design progresses, the costs will be updated using material quantities and system costs. The final estimate will be refined to use material quantities and labor rates. This approach allows us to design to target budgets established at each phase. This avoids lengthy and difficult “value engineering” at the end of design to reduce construction costs.

The best time to control cost is in Programming and Schematic Design. This is when decisions on materials, building systems and finishes can have the most impact. Our accurate construction documents and cost assessments during design minimize the potential for change orders. The following illustration best demonstrates that affect during a project’s life.



## Quality Control

A formal Quality Control Plan has been provided in Section 8 of this proposal which details how we maintain quality throughout the life-cycle of a project to minimize errors, model clashes and re-work that may result in increased costs to the project. Through our experience and quality control measures, we can identify and resolve items that could potentially result in change order requests from our subcontractor partners. The final step in our Quality Review process is performed to see that drawings and specifications are complete and coordinated with each other to minimize omissions, errors and ambiguities or other deficiencies which could lead to change orders. If a change order request is submitted by a subcontractor, the Burns & McDonnell team will work with that subcontractor to determine an alternative solution that does not require additional cost to the project, if at all possible.

## Earned Value Management Systems (EVMS)

We use EVMS on all major projects, design and/or construction, from start to finish. We have performed EVM using our internal standards and have also executed projects in accordance with both ANSI/EIA-748-C Earned Value Management Systems and DOE Order 413.3B. We have a great deal of project history using EVM, including the A/E services provided at a confidential Department of Energy (DOE) campus where we were integral in providing oversight of the EVM process to comply with DOE guidelines. As part of this, we developed a tailored EVM system that allows for appropriate scaling of EVM requirements depending on the project size and complexity. EVM is also part of our program management services for an enterprise-wide Roof Asset Management Program (RAMP). This program executes \$10M to \$75M in combined construction annually at multiple sites including LLNL, Y-12, Pantex, SNL, LANL, SRS, NNS, and more.

### 3. UNDERSTANDING THE PROJECT

DEN is seeking a design-build partner to complete the EPA-mandated phase out of R-22 refrigerant in the remaining unitary equipment across the DEN airport complex. Aurom, our design manager, wrote the airport's master phase out plan for R-22 years ago. A previous phase completed the replacement at the Central Utility Plant, Airport Office Building and most of Concourse A. This phase (Phase 2) will span multiple locations from the Terminal, to each Concourse, the Outline Areas around the taxiways, down to South Campus, the Maintenance Center, Toll Plaza and Pena Blvd facilities. Based on the most recent asset list provided by DEN, the following quantities of unitary equipment will be replaced in each building/area as part of this project:

1. Terminal – 50 units
2. Concourse A – 3 units
3. Concourse B – 65 units
4. Concourse C – 30 units
5. Outline Areas – 42 units
6. Pena Blvd – 27 units
7. Maintenance Center – 6 units
8. Toll Plaza – 8 units
9. South Campus – 35 units

The project will consist of demolishing and replacing packaged computer room air conditioning units, split-system computer room air conditioning units, split-system fan-coil units, packaged rooftop units, Pre-Conditioned Air (PCA) units, and other small unitary equipment such as toll booth units. Refrigerant piping will need to be replaced for all split-systems, and other ductwork and piping will need to be disconnected and reconnected as required. Temperature controls and integration with the Buildings' Energy Management and Controls System (EMCS) for the replacement equipment will be evaluated and replaced where existing systems are old and no longer compatible. Electrical connections will need to be disconnected and reconnected for every unit. Concrete slabs on grade for any replaced units that increase in size must also be replaced to accommodate the new units. The design must meet the latest codes and standards as required by Denver Development Services and DEN Design Standards Manuals (DSM) requirements. DEN is seeking a "One Stop Shop" Design-Build partner to provide a proposal including all management, supervision, engineering, labor, materials, tools, equipment, services, testing, direct and indirect overhead, profit/fee, contingency, and incidentals to complete the scope of work as outlined herein to complete the project.

Pricing has been provided in this proposal based on the scope noted above and the limited information provided by DEN in the RFP and will need to be validated and conformed after a proper site investigation and equipment sizing of every unit is complete.

**A Challenging Program |** The DEN complex is a vast property with a wide variety of sites that have unique requirements, systems, and functions. This project will essentially touch all of them! The project requires a Design-Build partner that will provide the appropriate expertise and schedule/cost control while working in multiple areas on several vastly different types of equipment (including split systems, packaged units, computer room units, rooftop units, PCA units, etc.). Burns & McDonnell has strategically assembled the right Design-Build team with the technical breadth, relevant construction experience and depth as well as ample flexibility to effectively execute this project.

Although the replacement of unitary HVAC equipment is not technically difficult in and of itself, coordinating the logistics and managing the unique differences in replacing multiple different types of equipment across the vast airport complex with a volume of almost 300 units is where this becomes a challenge that requires the right partner. Burns & McDonnell is that partner. Our approach to this project is to treat it as a program of various small projects, each with its own unique challenges and logistical constraints. Some of the many challenges that must be considered are highlighted below.

**Technical Nuances** | Designing the replacement of a 2.5-ton split system is vastly different than designing the replacement of a 30-ton rooftop unit, which is equally different than designing the replacement of a bridge-mounted pre-conditioned air (PCA) unit. Furthermore, the current sizes listed in the asset list must all be validated with new load calculations performed for the current function and loads of each space/unit. The engineering team we have assembled for this program is technically skilled and experienced in each of the unique design nuances that will be faced and is ready to provide unique solutions for each type of space/unit that will meet DSM requirements and provide the users and tenants with sufficient cooling and heating capacities.

**Equipment Lead Times** | Given the wide spread of unit types and sizes, the lead times for equipment even within one building will not all be the same. For example, Concourse B includes the replacement of several 20-ton PCA units, which have a significantly longer lead time than the 3-ton split system units that are normally off-the-shelf or readily available. The schedule and sequencing of this program must take these lead times into consideration to be an accurate and realistic schedule. The preliminary schedule provided with this proposal has taken these differences into account.

**Construction/Logistics** | We understand that replacing a rooftop unit on World Port (outside of the main Terminal complex) is much less complicated from a logistics point of view than replacing a rooftop unit on Concourse B around active gates and aircraft. Similarly, replacing a split system that is located in and around tug traffic in Concourse B or C is much more complicated than replacing a split system at South Campus on a trailer. Each unit and location will require specific and unique logistics, planning and coordination prior to any construction activities. Furthermore, construction activities around tug traffic or aircraft traffic will require full time traffic control/spotters while the same type of replacement at South Campus will require much less coordination. Our construction team partners, specifically Trautman & Shreve and IME, has recently lived this reality during Phase 1 of this R-22 replacement program at DEN and also at other active airports around the nation and we are confident in our preparation and knowledge to adequately handle each of these challenges.

**Access Challenges** | Simply gaining access to remote computer rooms deep within the Concourses is not a simple task, as special key checkout processes must be planned ahead of time. However, the access challenges are not limited to just getting into the room. These rooms are typically crowded with data center/electrical equipment with very limited room to maneuver new units in and the old ones out, through single man-doors while maintaining temporary cooling to not lose critical IT infrastructure. Other areas such as rooftop units near active gates and units spread across the outline areas will require planning the crossing of taxiways and requesting crane permits well ahead of time.

**Permitting Process** | Our team is well-versed in the unique and specific plan review process at the City & County of Denver. We understand that permit plans must be submitted and bound by unique property address. This will require additional care in this program when, for example, each trailer at South Campus has a unique address and must be permitted separately. Similarly, the outline area units are spread across multiple addresses and locations (i.e. Fire Station 1, Antenna Farm, Lift Station, Lighting Vault, etc.). We are also familiar with the type of comments that typically are received from the plan review department and will tailor our design packages to limit the number of comments and potential delays. We have prepared for these challenges in our execution plan and proposed schedule.

## Challenges and Solutions

Some of the specific challenges we anticipate for this contract, as well as our mitigation strategies, include:

	Key Challenges	How We Will Mitigate
Planning, Communication and Coordination with Multiple Teammates	<p>Lack of consistency, productivity and collaboration across the various teams.</p> <p>Schedule delays resulting from ineffective communication can have an impact on the subsequent design and construction projects that typically follow an assessment.</p>	<ul style="list-style-type: none"> <li>▶ Hold an internal kick off meeting and bi-weekly check-in meetings with all team members</li> <li>▶ Integrate early and communicate often with the DEN project management team to make sure all access and coordination issues are planned ahead of time</li> <li>▶ Discuss flow of information and establish mutually agreeable procedures</li> <li>▶ Be flexible and proactive in responding, yet firm in the process and project deliverables for DEN</li> </ul>
Wide Variety of Buildings and System Types	<p>DEN property extends over a vast area with a wide variety of buildings and HVAC systems being replaced.</p>	<ul style="list-style-type: none"> <li>▶ Strategically assembled local team broken out into dedicated smaller design teams that will tackle dedicated areas to accelerate the project schedule</li> <li>▶ Flexible team of engineers who will share lessons learned and best practices across teams</li> <li>▶ Dedicated team leads that will oversee all documents to maintain quality, consistency and conformance with DEN requirements.</li> </ul>
Sensitive Spaces	<p>Site specific security and safety procedures could confuse/delay field teams.</p> <p>Information related to DEN facilities needs to remain secure.</p>	<ul style="list-style-type: none"> <li>▶ Badged teammates are experienced with each area of the DEN facility: airside, landside, secure, sterile, and controlled</li> <li>▶ Pre-construction meetings will be held prior to each activity to brief the team on any unique safety or security requirements related to the site</li> </ul>
Roofing Warranties	<p>Rooftop unit replacements will affect existing roofing systems that may void warranties</p>	<ul style="list-style-type: none"> <li>▶ Work with DEN to identify roofing system types/manufacturers/installers of each unit rooftop unit location</li> <li>▶ Contact manufacturers/installers to identify if existing roofing is still under bond and how to maintain</li> <li>▶ Contact manufacturers of new roofing systems to understand options to maintain or increase warranties</li> </ul>
7460 Crane Permits	<p>7460 Crane Permits will be required for all rooftop units and can be a long lead item to obtain</p>	<ul style="list-style-type: none"> <li>▶ Communicate with DEN to understand current expected 7460 permit lead times</li> <li>▶ Plan all roof picks months ahead of time and coordinate with DEN for 7460 permit applications</li> </ul>

Key Challenges		How We Will Mitigate
		<ul style="list-style-type: none"> <li>▶ Submit proposed crane location plans to DEN as soon as possible during the design phase</li> </ul>
Working around Active Aircraft	Several units (i.e. PCA and rooftop units on Concourses) will require construction activity around active aircraft/gates	<ul style="list-style-type: none"> <li>▶ Gate work will take place on night shifts to avoid interferences with aircraft</li> <li>▶ Rooftop units within the main airport complex will be replaced at night to avoid interference with aircraft</li> </ul>
Coordination with Other Projects	There are several on-going construction projects at the airport in areas where overlap is almost inevitable	<ul style="list-style-type: none"> <li>▶ Prior to planning any construction or commissioning activities our team will over-communicate with DEN on the planned areas for work and identify any potential overlaps and develop mitigation plans</li> <li>▶ Sequence work to properly and efficiently align with the other projects (i.e., time the electrical construction in a timeframe that does not overlap with the other projects' electrical)</li> </ul>
Properly Sizing New Equipment	New units must be properly sized for the current (and known future) function and load of each space. Under-sizing the new units will lead to comfort issues, and over-sizing the new units will lead to short cycling. The new units must be "right-sized" as a part of this project.	<ul style="list-style-type: none"> <li>▶ Load calculations will be performed for all new units. Input will be required from DEN on current and future planned loads.</li> <li>▶ Load calculations will be submitted to DEN for review and approval prior to purchasing any new equipment.</li> <li>▶ Specifications will be updated to account for low load and low ambient conditions.</li> </ul>
Interface with 3 <sup>rd</sup> Parties & Tenants	Some of the units serve areas where non-DEN employees work (i.e. airlines, concessions, rental car areas) and they will likely consider this project a nuisance to their daily job	<ul style="list-style-type: none"> <li>▶ Our team will include one dedicated team member whose sole job description will be to coordinate with each facility manager/3rd party/etc. to understand their constraints and potential requests.</li> <li>▶ Planning, coordination and over-communication is key.</li> </ul>
Temporary Cooling	Adequate temporary cooling will be key for all critical spaces (i.e. Computer Rooms) and will also require temporary power considerations	<ul style="list-style-type: none"> <li>▶ We have included seven temporary cooling units that we plan to purchase and utilize for the duration of the project, which can then be given to DEN for utilization after this project is complete.</li> <li>▶ Our electrical subcontractors have accounted for the temporary power requirements for these units.</li> </ul>

Key Challenges		How We Will Mitigate
BACnet/EMCS Interface	Not all spaces and areas will be BACnet compatible and the network may not reach out that far, but DEN is requesting that every unit be tied back to the EMCS	<ul style="list-style-type: none"> <li>▶ For areas where it is not compatible or feasible to tie into the EMCS due to lack of existing infrastructure, DEN will be immediately notified after the site investigation phase is complete.</li> <li>▶ We will ask for new units to be provided with BACnet capabilities and will tie in to nearest EMCS cabinet if available. If not, the final tie-in will need to be handled under separate contract.</li> </ul>
Funding Constraints	Given current economic market conditions, DEN may not have enough capital to award the full contract value at NTP or cash flow may become a concern part-way through the project	<ul style="list-style-type: none"> <li>▶ Our team will maintain a flexible approach where schedule modifications to meet cashflow will be considered and discussed with DEN at project kickoff and along the way in monthly updates.</li> <li>▶ Proactive cost reporting, trending, forecasting for full project lifecycle</li> </ul>

## 4. PROJECT SCHEDULE AND TIMELINE

### PROPOSED PROJECT SCHEDULE

Based on the RFP documents, the Design Standard Manual (DSM) required submittals, estimated equipment and permitting lead times and our overall understanding of this project, a preliminary milestone Design-Build schedule has been developed and is included with this proposal. This schedule will be used as the framework to develop the overall mutually-agreed-upon schedule after the kickoff meeting with DEN. The fundamental approach to this schedule is that we will design the equipment replacement for all buildings up-front and simultaneously (with different durations based on quantity and complexity of equipment), then begin procurement and construction in each area as engineering is completed and equipment lead times fulfilled.

Assuming a full project Notice to Proceed (NTP) on October 5, 2020 **we are confident that we can complete the project within the overall contract duration of 730 calendar days**. Included in the preliminary schedule provided are the following anticipated milestones:

Building/Area	Anticipated Engineering IFC Completion	Anticipated Startup/Commissioning Completion
Toll Plaza	03-Feb-2021	01-Apr-2021
Maintenance Center	03-Feb-2021	04-May-2021
Concourse A	11-Feb-2021	08-Jun-2021
South Campus	23-Mar-2021	01-Jun-2021
Pena Blvd Corridor	23-Mar-2021	23-Aug-2021
Concourse C	29-Mar-2021	23-Aug-2021
Outline Areas	29-Apr-2021	05-Jan-2022
Terminal	21-Apr-2021	07-Feb-2022
Concourse B	13-May-2021	08-Apr-2022

The preliminary schedule provided includes anticipated dates and durations for the following activities that will be validated and finalized after NTP:

- ▶ Site Investigations
- ▶ Finalizing design-build (DB) contract agreement
- ▶ Formalizing a final Lump Sum contract price
- ▶ Equipment Procurement with estimated lead times for different unit types/buildings
- ▶ Design-Build Collaborations with DEN capturing:
  - Identifying scope
  - Programming/Sequencing Work
- ▶ Design Phases with DEN Review Cycles
  - 30% Design
  - 60% Design
  - 90% Design (to be used as Issued for Permit sets)
  - Final IFC
- ▶ Permitting with Building Department Review Cycles
- ▶ Construction

- Mechanical Subcontract Package
  - Includes Controls, Arch/Interiors, Structural & Fire Protection
- Electrical Subcontract Package
- ▶ Commissioning/Start-Up
- ▶ Conforming to Construction Records/O&M Manuals/BIM Updates

The following further outlines our scheduling tools, philosophy and approach that will be implemented on this project.

## SCHEDULE CONTROL APPROACH

**You need a flexible team that is quick to respond and maintains control of the agreed to schedule for each building/area in this project.**

Our project team has established effective scheduling procedures to aid in achieving DEN's objectives. This project must integrate design completion with concurrent bidding, procurement and construction. The process required on this project must be predicated upon the engineering team completing the site investigations and finalizing an agreed upon scope of work for each unit/building with DEN.

Upon award of the project, our project manager will generate an internal Project Execution Plan (PEP) that defines schedule and other project aspects. The PEP will remain a live document that will be updated, as often as needed or as plans change, by the project manager, and available to the entire design-build team for reference and guidance throughout the duration of the project.

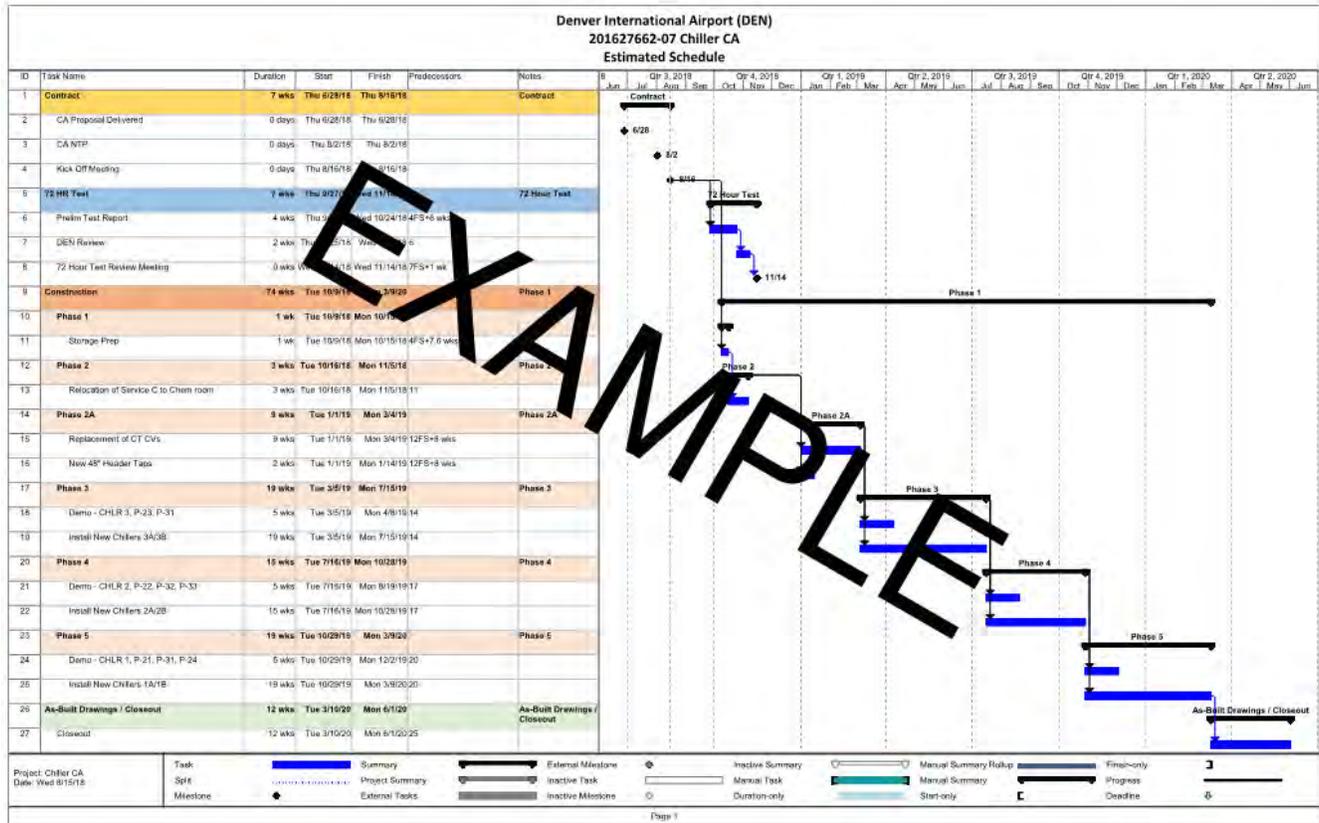
After these initial scheduling tasks are completed, the project manager will outline a detailed scope of work and schedule for each discipline of the project (engineering, construction, commissioning). This will be reviewed and agreed on by the individuals assigned to the project team. The project team is then responsible for accomplishing the discipline activities within the established schedule. The project manager will routinely perform progress reviews and quality assurance checks to verify project status.

Should a routine EVMS review indicate that a certain discipline is falling behind schedule, going over budget or deviating from the established scope of work, the task project manager will meet with the team member to understand the root cause and establish a solution. As progress warrants, more or less manpower may be assigned to a discipline to meet scheduled milestones. Problems identified through progress reviews and remedial steps taken will be outlined in the progress reports to DEN.

The project schedule will be reviewed weekly at project team meetings. The project scheduler will review progress with key team members, including designers, construction management, and subcontractors, and provide a marked-up schedule for review. Deviations from the schedule will be identified and corrective actions will be taken. In addition, the scheduler will provide a summary of activities that require immediate action or attention. These "hot sheets" provide focus for the project team. Items of information that are required, decisions to be made, and action to be taken can also be identified during "hot sheet" discussion. The "action list" of these items is maintained throughout the project.

## SCHEDULING TOOLS

We have the ability to generate and maintain project schedules in Microsoft Project or Primavera P6. Historically, the Airport has required submittal of schedules in Microsoft Project format, but recent transitions to Unifier may change the direction DEN is headed. We are ready to respond either way and provide schedules that align with the required deliverables identified in the DSMs and that meet the quality the Airport expects.



Example Project Schedule for DEN. Our scheduling is tracked using Gantt charts to show the necessary tasking to complete each project. We monitor and update these schedules, testing critical paths and tracking potential impacts before they cause delays.

The primary functions of schedule development are to meet project timetables and to properly manage the many and varied tasks. Detailed schedules, in Gantt chart form, will be developed during the project scope development and will show basic tasks identified to complete the work, such as task duration, task relationships, inputs provided by others, deliverables, and key milestone periods for City review periods. Each project schedule will be network-based where computer reports will clearly identify all critical and sub critical paths. Schedules will be constantly monitored and updated over the course of each project. Critical paths will be continuously tested, and possible impacts that could cause delays will be identified and acted upon immediately to maintain the schedule.

## SCHEDULE CHANGES

We understand that project changes happen. Sometimes they happen midway through construction document development. In many cases, we cannot control whether the changes occur, but we can control how they are incorporated into the project to minimize the overall schedule and cost impacts to the project. A recent example of design changes well into construction document development was the

University of Texas (UT) new central plant serving the Dell Medical School campus. Shortly after major equipment was procured at the 60% design submission, the prime Hospital customer updated its design loads and significantly reduced the connected heating water load projections. Our design team, led by Jeff Easton (proposed as mechanical design lead for this project), was tasked with creating a new heating loop on campus that would serve a small group of initial medical school buildings, so reduction in the largest users' heating load represented a significant impact to our design and the equipment already on order. Our team quickly revised our design and energy savings projections per the new loads, and then worked directly with the manufacturers to negotiate the necessary equipment changes. The result was minimal impact to schedule and a design that saved budget and avoided excess stranded capacity.

During the design phase of this project, potential design changes that may affect the schedule will first be addressed internally and brought to our project manager's attention. Our project manager will then communicate any potential changes to the DEN project manager, along with the anticipated schedule impacts. Once the DEN project manager has approved submittal of a change order, Burns & McDonnell will submit a formal Design Change Request (DCR) utilizing the Airport's standard forms, including a detailed write up of the justification for the change and schedule impacts.

Any potential schedule delays or impacts will immediately be communicated to the DEN PM verbally and in writing, and we will work with the DEN project manager to correct the schedule as needed. Our project manager will maintain an active Potential Change Order (PCO) log throughout the duration of the project that will be presented to DEN at the recurring project meetings to avoid any surprises.

## 5. PROPOSED WORK PLAN AND APPROACH

Burns & McDonnell, in conjunction with our strategic subcontractor partners Trautman & Shreve and IME, and our MWBE team members, are excited to offer a thorough, proven and collaborative approach to the design-build execution of this R-22 Replacement Phase 2 Project. We are bringing together individuals who know the subtleties and challenges of such an undertaking and look forward to continuing to apply our expertise with DEN's staff.

Our understanding of the overall objectives of this project includes the following:

1. Replace all remaining R-22 unitary HVAC equipment with like-for-like sized equipment (unless noted otherwise) at the Terminal, Concourse A, Concourse B, Concourse C, South Campus, Toll Plaza, Pena Blvd Corridor, Outline Areas, and Maintenance Center.
2. Evaluate all new equipment to validate proper sizing, selection and integration prior to replacement.
3. Provide engineering, procurement, construction, commissioning support as needed to complete the project within the 730-calendar day schedule provision.

The following outlines our project management and organizational approach to design-build projects, and the methods we will use to perform this project. Also included are descriptions of our project management control methods and progress reporting systems that will be implemented to maintain the project schedule and budget.

### PROJECT APPROACH

Our approach to design-build projects is one that consistently delivers success for our clients. From the start of a project, we take an integrated design-build approach that completely integrates construction activities, procurement and commissioning plans into design. We are successful because our engineers and construction professionals work under the same roof using the same procedures, quality standards, and safety program. The advantages and the value of this approach includes the following:

#### Integrated Design-Build Approach and Integrated Team Advantages:

- ✓ Our design staff knows exactly what to produce for our construction staff so it can be bid and built cost-effectively and efficiently.
- ✓ Constructability, estimating, quality, and safety is implemented into design at the kick-off of design.
- ✓ Construction packages are solicited much earlier than a normal design-bid-build process with higher quality while potentially saving significant schedule and project capital.
- ✓ On-going construction estimating gives our clients confidence that our projects will be on budget and can be redirected early in design warning flags arise.
- ✓ It significantly reduces the amount of risk contingency applied to subcontracts because of the constructability and scope definition provided by design team and quality reviews.
- ✓ The Owner has more visibility and alignment with the design-build process.

This approach will consist of preliminary engineering, procurement, construction and project management to support the generation of a locked scope of work which will lead to a finalized lump sum design-build contract to complete the project within budget and with maximum input from DEN.

## PROPOSED WORK PLAN

### Site Investigation & Data Gathering

Upon award of this project, the reconnaissance team (Burns & McDonnell, Trautman & Shreve, IME) will be dispersed to finalize the site investigation and data gathering that we have already started (at our own expense). Multiple teams will be sent to complete the site investigation in the most time efficient manner. Data will be gathered utilizing the same **Survey123** tool used during the proposal phase and all field teams will be working off the same data gathering templates/checklists. The checklist will include, but not be limited to the following:

- ▶ Verify Asset ID/Asset Tag # provided in most recent asset list
- ▶ Verify Building/Room # provided in most recent asset list
- ▶ Verify Make/Model No. provided in most recent asset list
- ▶ Verify unit type (i.e. split system, rooftop unit, PCA unit, CRAC unit, trailer unit) and size (cooling tonnage, heating capacity)
- ▶ Note the function of the space (i.e. Computer Room, Office Storage, Maintenance)
- ▶ Note the owner/tenant of the space (i.e. DEN or 3rd party)
- ▶ Note the location of the unit (i.e. on roof, on wall, on floor, in ceiling, under bridge)
- ▶ Note if condensing unit is located on concrete housekeeping pad, if so, measure the pad
- ▶ Measure entry door height/width
- ▶ Note location of T-Stat in space
- ▶ Identify temporary cooling requirements/challenges
- ▶ For split-systems, identify routing of refrigerant lines that need to be replaced
- ▶ For rooftop units, identify possible crane staging locations
- ▶ For PCA units, identify if ground-mounted or bridge-mounted
- ▶ Identify location of power feed and identify spare capacities available
- ▶ Take photos of equipment, nameplate, location, space, entry/exit
- ▶ Note construction challenges and possible pinch points

### Engineering Design & BIM Modeling

Upon completion of the Site Investigation/Data Gathering, our engineering team will summarize the scope of work required for each unit and begin developing the 30% design submittal for DEN review. In true design-build fashion, our engineering team will not be operating in a vacuum but will be synched up with our construction management and strategic construction subcontract partners from day 1 to incorporate their input to maintain a constructible, cost-effective design. The most critical aspect of the 30% phase will be to perform unique load calculations for each unit and space to verify the proper sizing/unit type. After DEN review comments are received and incorporated, the team will further define the contract documents towards the 60% submittal milestone. The 60% submittal will be considered the “scope lock” gate within the project and will be utilized to gain final equipment and material pricing to finalize our lump sum contract price. After DEN review of the 60% submittal, the team will progress the documents to the 90% submittal, which will be used as the Issued for Permit set. After DEN comments, Building Department plan review comments, and equipment vendor documents are incorporated into the design, the IFC deliverables will be sealed and sent to the field for construction.

All engineering design and BIM modeling will be performed in accordance with the latest local codes and DEN DSM requirements. Technical and BIM DEN review cycles are built into our schedule and execution plan.

Although all engineering is beginning at the same time, we have attempted to stagger the completion of engineering deliverables to avoid overwhelming your staff for the necessary review cycles. Given the sheer number of deliverables and buildings involved in this project, we will require a proactive partnership with DEN to schedule and facilitate the various reviews. Open and transparent communication from all parties will be critical in the success of this project.

## Procurement

As soon as load calculations have been finalized and approved by DEN, our team will solicit the multiple vendors listed in DEN's specifications for updated equipment pricing. Units that have increased or decreased in size will be updated in the overall contract pricing and units that did not change will be validated for price certainty. Once selections are made, bid recommendations will be made to DEN for approval. Upon receipt of DEN approval, purchase orders will be issued, and the procurement/expediting process will begin.

For all equipment and materials, our team is committed to utilizing local, regional and national subcontractors, material & equipment suppliers to provide the most competitive pricing in the market as well as securing early commitments to keep this project on track, from best pricing and lead times, to quality and on time shipping, handling and delivering. Trautman & Shreve, our mechanical subcontractor will be purchasing the new HVAC equipment through their competitive buying process which leverages the volume discounts shared across numerous operating companies within the EMCOR network. Through this process we will determine tools and extra stock requirements early and verify that all parts, pieces and tools that DEN needs when the construction team leaves are available for the Facility Team. This method of purchasing and procurement allows flexibility in design while still maintaining the target budget and in turn provides the project the best bulk buy-out available today.

## Permitting

The 90% contract documents will be used as the Issued for Permit set that will be submitted to the City & County of Denver Building Department for official plan reviews. The unique challenge with the permitting aspect of this project will be splitting up the plan review/permit submittals by unique building address. Although every unit in Concourse B can be grouped together in a Concourse B set, and similarly for the Terminal and Concourse C, challenges arise at South Campus where every trailer has a unique address and the outline areas which are made up of several individual addresses. Therefore, our team has assumed a total of fifty-nine (59) unique building addresses for plan reviews and permit submittals.

Prior to construction, all applicable construction permits will be pulled by Burns & McDonnell and our strategic subcontract partners.

## Preconstruction

Once design has reached the 60% phase and the DB contract has been finalized, our preconstruction activities will begin. The intent of this phase is to gain full alignment between Burns & McDonnell, Trautman & Shreve, IME, our other subcontractors, and the airport on logistics, planning, access, etc. Our team will work with DEN and other key stakeholders to refine the integrated design/preconstruction phase schedule which will align field installation priorities, design priorities including constructability validation. Preconstruction activities will include, but not be limited to the following:

- ▶ Negotiating and awarding final subcontracts
- ▶ Establishing administrative and communication procedures between the Burns & McDonnell DEN R-22 Team and DEN

- ▶ Establishing procedures to access secure areas such as communications rooms, antenna farm, and airfield
- ▶ Identifying equipment laydown and staging areas
- ▶ Communicating and planning work around active gates and aircraft
- ▶ Working with airlines and other key stakeholders/tenants to sequence and schedule the construction activities
- ▶ Supporting DEN in the submittal of all 7460 crane permits
- ▶ Finalizing the project schedule

## Construction

Constructing a project spread out into so many different areas of the airport complex and with such unique installation requirements, all within the desired project timeframe requires an efficient yet feasible construction phasing plan. A detailed construction timeline can be found in the preliminary schedule provided with this proposal. To summarize our current plan, we have assumed three separate construction teams that will be given dedicated areas of the airport and will work their way from one building to the next, as follows:

1. **Team #1** – Toll Plaza → Maintenance Center → Concourse A → Concourse C → Terminal
2. **Team #2** – South Campus → Pena Blvd Corridor → Concourse B
3. **Team #3** – Outline Areas

Construction timing start dates are driven by the completion of engineering and receipt of permits. We are confident that with this approach we can complete this project within the 730 calendar day schedule limits with multiple turnovers to DEN and progress throughout the project.

## Commissioning/Start-Up

Group14, our MWBE commissioning (Cx) partner for this project, has already created a full Commissioning Execution Plan for this project. The 17-page document is shown in full in the Appendix for DEN's review and early comment. This plan is already in line with DEN's expectations and requirements for commissioning projects at the airport, thanks to our current Cx projects and knowledge of your processes.

**Role of Commissioning:** The Commissioning Process is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems, and assemblies meets defined objectives and criteria. The fundamental element of the Commissioning Process is the documented benchmarking of equipment installation and performance, and the comprehensive record of what systems were reviewed over the course of the project, when they were reviewed, and the results of the review effort.

**Purpose of Commissioning Plan:** The Commissioning Process is coordinated by our Commissioning Authority, Group14, and executed by the Commissioning Team (Burns & McDonnell, Subcontractors, DEN personnel, DEN Operations staff and more). The purpose of a Commissioning Plan is to provide details/structure related to the implementation of the commissioning process. This is a living document that will be updated by Group14 throughout construction.

This plan describes commissioning protocols and activities including:

- ▶ Overview of the commissioning process and the associated commissioning phases
- ▶ List of equipment and systems being commissioned
- ▶ Description of the roles and responsibilities of the commissioning team members
- ▶ Outline of the commissioning schedule with identification of key milestones

- ▶ Description of the management, communication and reporting protocols and procedures
- ▶ Description of the expected work products associated with the commissioning process.

**Timeline of Commissioning Services:** Commissioning services do not start at the end of construction, nor even during construction. True value from the commissioning process begins on Day 1 of this project. Group14 will be included in early meetings with DEN and the entire design and implementation team we have presented. The valuable insight and early assistance with specification writing, construction phasing plans, cutover plans and controls integration will pay dividends throughout the project.

## CONSTRUCTION SERVICES

### Project Execution and Interface

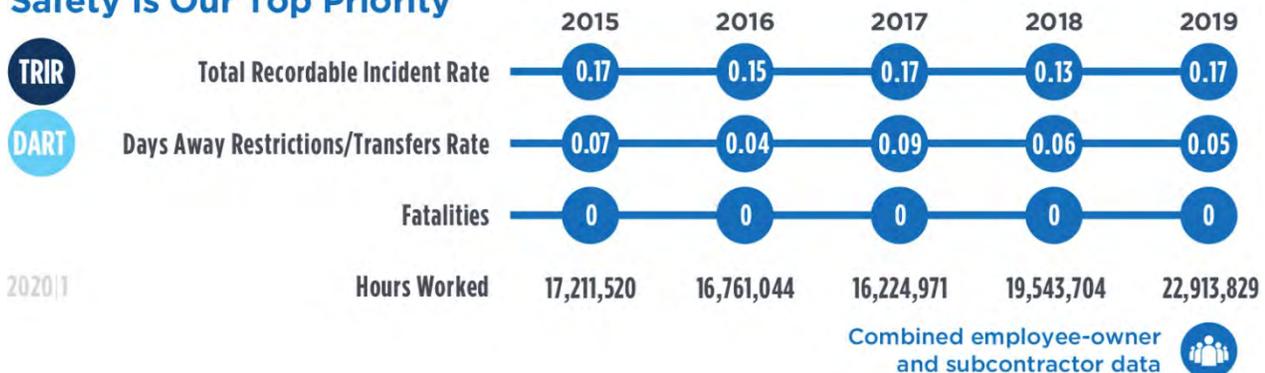
Upon execution of a design-build agreement, Burns & McDonnell will manage construction for the project using our integrated design-build model. The following sections outline our continued effort to bring a successful project to DEN.

**Safety is First:** Safety is a core value of our culture, and we are dedicated to protecting the safety and health of all those associated with DEN, DEN’s passengers, our company, our partners; thus, it is the first consideration and component of any Construction and Project Execution Plan. A safe and healthy work environment impacts every measure of a firm’s success, from quality of work life to productivity and profitability—our clients’ and our own. With many of our staff working full time in client facilities and on construction jobsites, our safety leadership not only affects the safety and health of our employee-owners but that of many others influenced by our activities.

We understand that each of us plays a vital role in the completion of work in a safe manner. Employee recommendations to improve safety and health conditions are encouraged, and all are given thorough consideration by our management team. The goal of our ongoing safety and health program is “zero incidents” on all jobsites.

Burns & McDonnell’s TRIR and DART rates, as shown below, put us *in the top tier of all contractors nationwide, according to the Construction Industry Institute (CII)*. However, we are determined not to rest upon past successes, using them instead as a foundation for continual improvement. Please note, the data shown below includes not only our own employee-owner safety data, but also our subcontractors working on our projects. Very few general contractors will showcase similar data.

### Safety Is Our Top Priority



**Project-Specific Safety & Health Program:** Burns & McDonnell fully recognizes the importance of our team quickly aligning with DEN on safety and developing a project culture that consistently demonstrates the overarching objective to prevent workplace injuries and illnesses. Our shared safety objective of “zero incidents” will be initiated through the creation of an official Project-Specific Safety

and Health Plan (Safety & Health Plan). This plan will “bridge” all DEN-provided safety requirements into the Burns & McDonnell corporate plan and capture jobsite specifics.

Since companies have varying levels of safety training and focus, Burns & McDonnell requires all construction subcontractors, consultants, and supplier representatives to abide by the Safety & Health Plan when on the jobsite as a requirement of their respective Construction Subcontract.

The Safety & Health Plan provides OSHA compliant guidance for safe practices, indicates all required documentation, and prescribes best practices.



Although Burns & McDonnell’s Site Construction Manager will have overall responsibility for safety at the jobsite, Burns & McDonnell staffing will also include a dedicated safety professional whose duties will be implementing and enforcing the Safety & Health Plan in full cooperation with DEN’s personnel.

**Owner Meetings:** Owner Meetings are the weekly forum that will be used to keep all members apprised of the current progress; delegate action items; review constructability, budget, and schedule; review and resolve any outstanding items; and provide DEN with confidence that the project is staying on track. Meeting minutes will be recorded and distributed to all parties.

**Design Reviews:** All the major stakeholders and end users must have a platform to share their opinions, but it is a balancing act between user input, decision making, and efficient design. Design reviews are where we will solicit key DEN operations and business unit representatives to acquire programming parameters from end users. Stakeholders will be solicited for input outside of these design reviews as required. The design team will assist the owner’s project manager in preparing the stakeholders and end users prior to the design reviews to make the meetings as productive as possible. Review comments will be incorporated into the design documents and tracked with meeting minutes.

**Project Construction Execution Plan:** A Project Construction Execution Plan will be developed after design-build contract award by the Construction Manager, in collaboration with Project Management and the various construction / execution disciplines as part of mitigating and managing construction risks. The following topics are typically included:

- ▶ Construction Division of Responsibilities Matrix
- ▶ Owner’s Construction Requirements and/or Restrictions
- ▶ Construction Subcontract Packaging Plan
- ▶ Data Exchange Procedures
- ▶ Bid Evaluation Criteria

- ▶ Construction Quality Assurance Guidelines
- ▶ Construction Subcontract Change Management
- ▶ Construction Submittal Processing
- ▶ Warranty Requirements
- ▶ Site Delivery Coordination
- ▶ Subcontractor Invoice Validation Guidelines, including Certified Payroll Validation Requirements
- ▶ Payment Certification
- ▶ Construction Subcontract Closeout

**Construction Contracting Strategy:** Burns & McDonnell will utilize our time-proven standard construction subcontract, that has been altered to be project-specific based upon DB Contract flow-downs and other project-specific considerations. Construction subcontracting services will be executed in accordance with our standard process and roles and responsibilities outlined in the applicable Construction Division of Responsibility Matrices.

## Construction Management

**Construction Management Staffing:** The Burns & McDonnell Construction Manager is responsible for working with our Field Operations group to source and approve qualified Construction Management (CM) staff members per the approved Field CM staffing plan. Burns & McDonnell's Construction Manager will provide the appropriate labor and travel expense budgets to Burns & McDonnell's Site Construction Manager assigned to the project prior to commencement of on-site construction.

**Field Office and General Conditions:** Following DB Contract award, Burns & McDonnell's Construction Manager will oversee the arrangement of all preparations for mobilization of the jobsite office and other planned temporary facilities. Project General Conditions shall be as specified by the DB Contract.

**Site Trailers, Laydown Areas, Parking & Security Consideration:** Jobsite offices and parking for our staff and our sub-contractors will be properly laid out and their locations coordinated with DEN staff so as to not interfere with daily operations. Laydown areas will be identified early in the construction planning period, taking into account a number of factors: location, size, sub-contractors, site access and security. Security will also be an important factor considered during the duration of this project, from securing our site trailers, tools and laydown areas to strictly following any of DEN's established site security guidelines, which will differ depending on the area of work on this project.

**Construction Quality:** All on-site construction activities are performed by construction subcontractors. Each subcontractor is responsible for developing and implementing an effective quality control system to verify that construction activities are performed in accordance with the applicable requirements, including Burns & McDonnell's Construction Quality Manual. The project-specific Construction Quality Manual will be developed after DB Contract award and will bridge Burns & McDonnell's construction quality requirements with those specified in the DB Contract. The Construction Quality Manual will include mutually agreed upon inspections as well as witness and hold points in an Inspection-Test Plan Matrix.

Construction quality management includes:

- ▶ Document Review
- ▶ Preparatory Meetings
- ▶ Initial Inspections
- ▶ Follow-up Inspections
- ▶ Construction Document Control
- ▶ Final Inspections
- ▶ Acceptance
- ▶ Non-Conformance Control
- ▶ Construction Quality Audits

**Construction Change Management:** Revisions to executed Construction Subcontracts must be documented and substantiated in the specified schedule, scope of work, technical requirements, and/or commercial considerations. Revisions to executed Construction Subcontracts require written consent of Burns & McDonnell and our construction subcontractor in order to be incorporated into the Construction Subcontract. All Requests for Information (RFIs), Engineering Change Notices (ECNs) of updated technical scope documents, Field Work Orders (FWOs), and Change Orders (COs) collectively known as Change Management Issues—will be categorized, logged, and maintained by the Site Manager.

**Construction Subcontractor Invoicing:** The processing and payment of subcontractor invoices will occur in a timely manner following receipt of approved invoices. Upon receipt of an invoice, Burns & McDonnell will check the status of the Construction Subcontract in relation to the subcontractor’s invoice. Burns & McDonnell will perform an invoice verification including earned value percentage completion and compliance with the Pennsylvania prevailing wage requirements. If the invoice proves valid, then Burns & McDonnell will provide “Approval to Pay” advice as well as issue payment upon approval by the DB Project Manager.

**Commissioning/Start-Up:** Burns & McDonnell’s field Construction Management team will assist in the completion of construction and turnover systems for commissioning and startup by DEN’s vendors. These types of construction completion / turnover and pre-commissioning tasks on projects typically include:

- ▶ Equipment flushing and cleaning
- ▶ Piping pressure testing
- ▶ Electrical testing including loop checks
- ▶ Building envelop testing

During this turnover phase, Burns & McDonnell will provide management and field craft labor support to DEN. The Site Manager will review the status of construction, help with any final walk-downs and punch-listing, and coordinate with Burns & McDonnell’s field Construction Management team to facilitate construction completion and timely commencement of commissioning and startup.

## PROJECT MANAGEMENT CONTROL METHODS AND PROGRESS REPORTING SYSTEMS

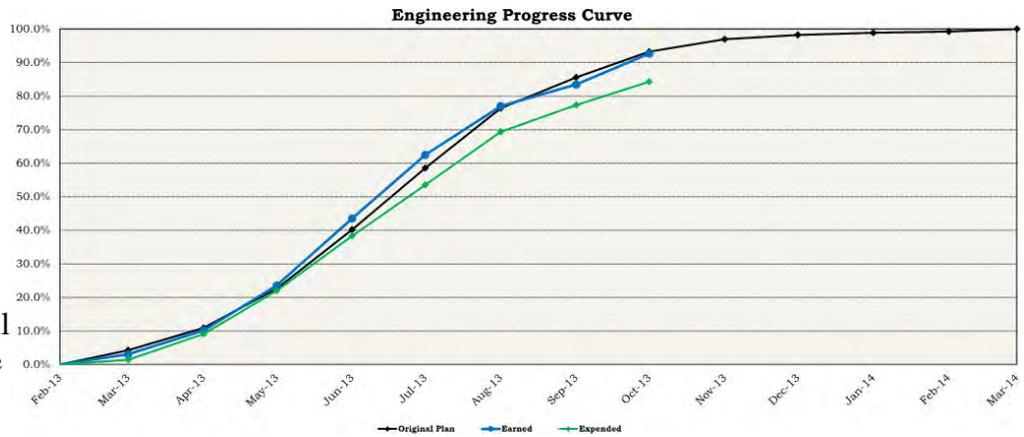
### Project Controls Execution Plan

Project Controls reporting of progress, schedule, and applicable financials to DEN will be per the Project Reporting requirements agreed upon in the DB contract. This Project Controls Plan will be further refined following the DB Contract award and will require approval from the Burns & McDonnell DB Project Manager. The following, at a minimum, will be addressed:

**Work Breakdown Structure (WBS):** Burns & McDonnell Project Management will oversee the development and implementation of a work breakdown structure (WBS) addressing the project’s needs for Engineering, Procurement and Construction. We will manage the internal budgets, costs and progress for the project in accordance with the WBS.

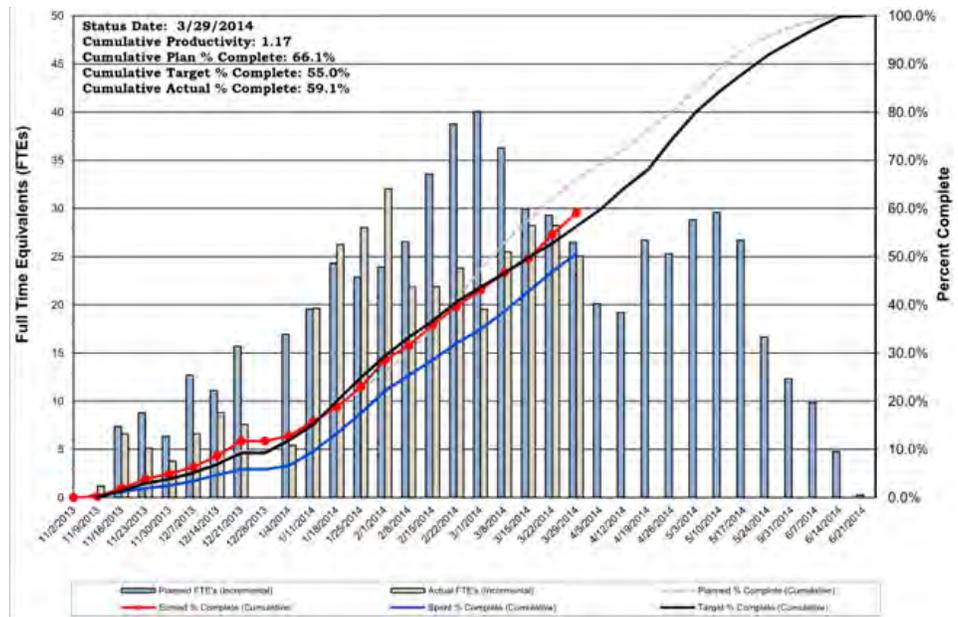
**Engineering Progress:**

Engineering detailed design progress will be managed on a twice-a-month basis per the protocols identified and approved by Burns & McDonnell Project Management. The overall engineering earned value progress curve will be submitted monthly and reviewed with DEN during the monthly project status and management meeting. Deficiencies in earned value against plan will be investigated and proactively addressed to mitigate potential risks to the overall project.



**Construction Progress:**

Individual construction subcontractors will be responsible for management of their detailed Level 4 schedules while working on-site. Their progress will be determined using Burns & McDonnell’s extensively vetted and proven Field Progress Measurement System (FPMS), a quantity based earned value management system. Construction subcontractors are paid only according to their earned progress as

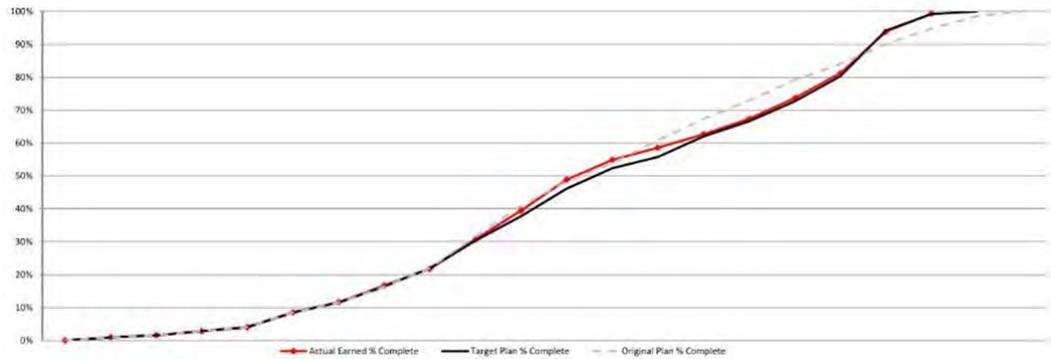


determined by the FPMS. Earned progress will be fed into the master project schedule that will be maintained by the Burns & McDonnell field project controls role. Construction progress curves will be generated weekly on a per construction subcontract basis as well as an overall construction basis. The construction progress curves will be submitted monthly and reviewed with DEN during the monthly project status and management meeting. Poor productivity, insufficient full-time equivalents (FTEs) and/or deficiencies in earned construction value against plan for any construction subcontract or craft will be investigated and proactively addressed to mitigate potential risks to on-site construction and the overall project.

**Startup & Commissioning Progress:** Startup progress will be monitored on at least a weekly basis per the protocols identified and approved by Burns & McDonnell Project Management. Startup and commissioning progress often needs to be tracked and coordinated daily through detailed matrices and reports. The overall startup and commissioning earned value progress information will be submitted no less than monthly and reviewed with DEN during the monthly project status and management meetings.

Deficiencies in earned value against plan will be investigated and proactively addressed to mitigate potential risks to project completion.

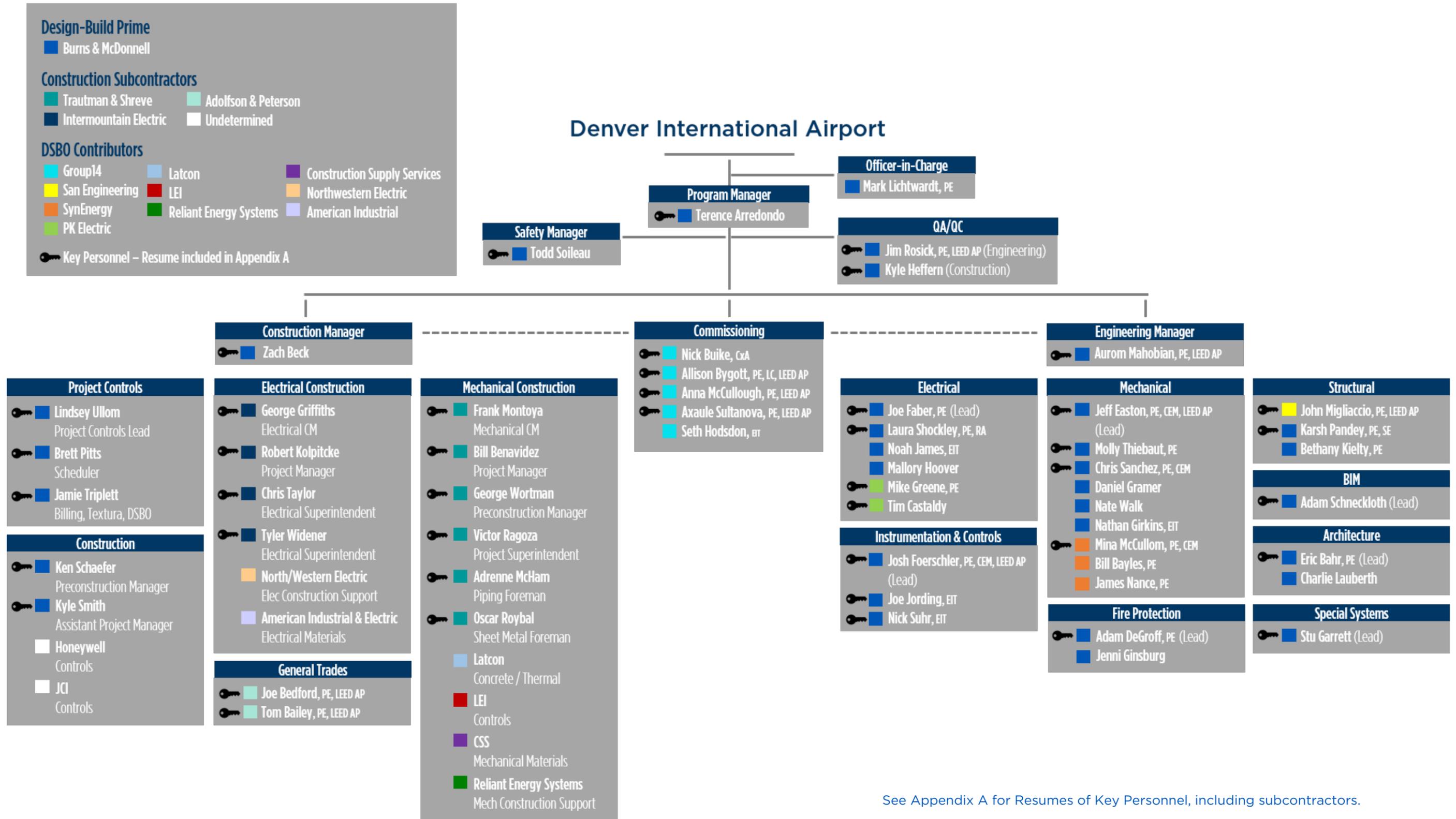
**DB Progress:** Burns & McDonnell's DB and Startup & Commissioning progress will be aggregated into an DB progress curve. The overall earned DB progress curve will be submitted



monthly and reviewed with DEN during the monthly project status and management meeting. Deficiencies against plan will be investigated and proactively addressed to mitigate potential risks to the overall project.

**Cost Reporting:** Burns & McDonnell will track and report status of lump sum DB Contract invoicing, cash-flow projections, and potential and approved changes on a monthly basis with DEN. Obviously, it is our goal to minimize changes, and we will work collaboratively with DEN to accomplish this aim.

## 6. KEY PERSONNEL AND ABILITY TO RESPOND



See Appendix A for Resumes of Key Personnel, including subcontractors.

## TEAM QUALIFICATIONS

DEN will benefit from a local team familiar with your facilities, standards, project delivery and reporting requirements and that has worked together successfully at DEN.

**Relationship with DEN** | Burns & McDonnell's Denver has collaborated with DEN since your second contract issued by the city in 1989, and we have completed more than 150 projects together. Our Denver Regional Office was initiated to support DEN, making you are one of our longest-standing clients. After more than three decades of work with DEN on successful projects, we have come to view ourselves as an extension of DEN staff. We know your requirements, work processes, stakeholders, preferences and the permitting process.

**The Right Team** | The team of engineering and construction professionals proposed for this project has a long history working on DEN projects, HVAC replacement projects at other active airports around the country, and specifically Phase 1 of this R-22 Replacement program at DEN. Even the master plan that detailed the replacement of all R-22 on airport property years ago! The proposed team has also worked together successfully on several DEN projects over the years. With our Burns & McDonnell staff of nearly 300 local professionals, depth of staff and specialties in our more than 7,000 employee-owners nation-wide, our construction subconsultants, and our ten MWBE teammates, the Burns & McDonnell team has the depth and flexibility to successfully deliver this large HVAC replacement design-program.

**Seamless Design-Build Delivery** | With more than half of our \$4.2B in annual revenue coming from construction projects where we are the prime general contractor, design-build delivery is central to Burns & McDonnell's business. Our approach goes beyond the traditional design-build delivery model—we consider our engineering and construction teams as one collective unit, collaborating daily to successfully execute projects. Having both engineering and construction under one roof leads to more efficient project execution and facilitates seamless interaction and delivery for our clients.

**We Have Already Started** | **We have already started working on this project!** Relying our existing knowledge and access at DEN, and a proprietary survey tool we developed specifically for this project, we have performed preliminary site investigations and data gathering for more than half of the units to be replaced (all at our own expense). This investigation produced insights related to safety, access, operations, and logistics—all of which will ultimately result in more accurate proposal pricing, an improved project approach, and reduced overall cost and schedule for the data gathering phase of this

## The Burns & McDonnell Team Advantage

1

### Relationship with DEN

We understand DEN requirements, work processes, stakeholders, preferences, and permitting requirements.

2

### The Right Team

Every team member has a local office with experience at DEN.

3

### Seamless Design-Build Delivery

With engineering and construction management under one roof, we offer seamless interaction and delivery.

4

### We have already Started

At our own expense, we have already completed more than half of the data collection required for this project.

5

### The Right Approach

Our execution plan is flexible—multiple teams will operate simultaneously maximizing your schedule.

project. Further details of this information gather effort are provided within our proposal, and we look forward to sharing the survey results with you.

**The Right Approach** | Our execution plan includes design of all units and buildings simultaneously, with multiple teams led by common discipline leads. This approach maximizes the engineering schedule, creating better flexibility in construction and commissioning. In parallel, we will work with DEN to sequence the most effective construction plan and schedule that fits your—and, of course, your customers’—needs. We know things change daily at an active airport, requiring a flexible construction plan. Our approach offers change management oversight that will mitigate safety, cost, and schedule risk as changes arise.

## STAFFING FROM PRECONSTRUCTION THROUGH PROGRAM COMPLETION

The staff presented above will stay engaged in the project for the duration, from kick-off to completion of design, construction, and commissioning of the project. Individual roles may ramp up and down depending on the current task, but DEN can be confident that our Program Manager, Engineering Manager, and Construction Manager will be personally involved in the project from kick-off through the 1-year warranty walk.

The integrated Design and Construction phases will utilize all the team members presented above. Our construction team, including project controls and mechanical and electrical contractors, will engage throughout the process, informing the design phase and verifying constructible designs—then shifting into their construction roles. Our commissioning team will remain engaged throughout the design-build process, supporting technical specifications, pre-functional test, and startup plans as required for each aspect of the program. Their role will then shift during construction to functional testing of the equipment and Building Automation System to qualify the mechanical systems and building prior to turnover to DEN.

## SUBCONTRACTOR QUALIFICATIONS AND WORK

### The Burns & McDonnell Team

Burns & McDonnell will continue to provide complete management and production services for this contract from our Rocky Mountain Regional Office. This will provide a high degree of efficient communication and coordination with DEN. In addition, all our subconsultants have locally based offices and have successfully provided services to DEN on past projects. Thus, Burns & McDonnell, and our subconsultants, will produce the project in the metro Denver area, where it is continuously available for review by the City and County of Denver.

The Burns & McDonnell team includes three large-business subcontractors, providing mechanical, electrical and general construction activities, as well as **ten** reliable DSBO subcontractor partners. These firms have proven to be reliable design and construction firms in the Colorado market, and every member has actively participated in projects at DEN. Our DSBO firms will help our team **exceed** the overall MWBE 25% participation goal.

Burns & McDonnell has thoughtfully organized a team of professional firms to provide a complete range of talents and experience for this contract. A brief description of each team members’ capabilities is listed below. All key personnel resumes, including those of subcontractors are included in [Appendix A](#).

Strategic non-DSBO Subcontract Partners	Scope
Trautman & Shreve	Mechanical Construction
Intermountain Electric	Electrical Construction
Adolfson & Peterson	General Construction Trades

**Trautman & Shreve** has, since 1992, consistently delivered quality mechanical services for DEN on some of its most important projects. Trautman & Shreve has been a successful Partner involved in DEN Construction projects performing multiple highly technical HVAC Piping, Plumbing and Sheet Metal projects over many years. They understand DEN standards & expectations, the requirements for access & security, the demands of the inspection process, and how important safety is, and they will apply this knowledge on this high-profile project. The quality of their finished product has always met and even exceeded DEN’s expectations. The entire Trautman & Shreve team will remain committed to serving DEN’s interests as they are one of their largest and most important clients. Their working relationship with DEN team members, subcontractors and vendors who are involved in the daily operation of an active aviation facility sets them apart from contractors that perform similar services outside of the facility.



4406 Race Street  
Denver, CO 80216  
221 local employees

**Intermountain Electric** provides innovative and quality-driven electrical offerings, including Commercial & Industrial Electrical Construction, Design-Build/Design-Assist Services, Medium & High Voltage Service, Electrical Testing, Fire Alarm, ITS Systems & Integration, and Building & Industrial Controls/Automation. For more than 20 years, their Director of Airport Special Projects and Service, George Griffiths, and the proposed team for this project have created and maintained significant relationships with not only key personnel of DEN and the City & County of Denver, but with airline and tenant representatives and managers. In just the last 10 years of their tenure at DEN, IME members of the proposed team have successfully completed over 240 projects, each valued over \$50,000 for a combined value of well over \$12M. With the multitude of executed projects completed, the team has an extensive understanding of DEN regulations, safety requirements and security awareness needed to accomplish a complex project such as this, at a controlled, operational international airport.



5050 Osage Street,  
Suite 500  
Denver, CO 80221  
327 local employees

**Adolfson & Peterson Construction (A&P)** has completed four projects at DEN with a contract value of over \$1 million and is currently working on four additional active projects. They are familiar with the challenges associated with working in an active airport and are intimately familiar with DEN’s processes and procedures for construction projects of varying types and sizes. A&P recognizes the importance of working with subcontractors who have worked onsite at DEN before and understands the requirements for training and background checks for all workers. They foster a strong working relationship with thousands of subcontractors across the Front Range.



797 Ventura Street  
Aurora, CO 80011  
347 local employees

Our proposed DSBO subcontractant have completed work at DEN for Burns & McDonnell, Trautman & Shreve, or Intermountain Electric, and specific examples are included under Demonstrated Experience. We have included Letters of Intent for a majority of our DSBO subcontractants, as well as MWBE Certification letters for all DSBO subcontractants in **Appendix I**.

DSBO Subcontract Partners	Scope	Percentage of Contract
Group14	Commissioning	0.8%
SAN Engineering	Structural Engineering	0.4%
SynEnergy	MEP Engineering	1.0%
PK Electrical	Electrical Engineering	0.9%
Latcon	Concrete, Thermal Protection & Finishes	13%
LEI	Controls Subcontractor	4.1%
Reliant Energy Systems	Mechanical Construction Support	1.6%
Construction Supply Services	Mechanical Construction Materials	7.6%
North/Western Electric	Electrical Construction Support	0.2%
American Industrial & Construction Supply, Inc.	Electrical Construction Materials	0.1%
<b>TOTAL</b>		<b>29.7%</b>

**Group14** is a trusted and valued partner on numerous projects at the Denver International Airport (DEN). This 4-year relationship has been a cornerstone to the firm’s continued growth in Commissioning, Energy Modeling, and Sustainability Consulting. In each of these roles, they have served, and continue to serve, as DEN’s trusted advisor on many of the airport’s most challenging and exciting projects. Group14 is a recognized authority in sustainable design, energy efficiency, building commissioning, building analytics software, and LEED project management. They offer a unique combination of in-depth energy software analytics and hands-on existing buildings expertise.

*Headquartered in Denver, Group14 is a registered small business enterprise (SBE), woman business enterprise (WBE), disadvantaged business enterprise (DBE), and Woman Owned Small Business (WOSB) with the Denver Office of Economic Development.*



1325 East 16<sup>th</sup> Avenue  
 Denver, CO 80218  
 50 local employees

**San Engineering, LLC (SAN)** is a group of highly efficient civil and structural engineering staff specializing in public projects of all types. The firm offers a range of expertise one would expect from a large engineering firm. Based in Denver and providing services throughout Colorado, San Engineering is capable of a wide variety of Civil and Structural Engineering services. Beating deadlines and developing reliable designs combine as San Engineering’s top priority. For nearly 10 years, SAN has been performing a variety of design tasks at DEN, giving them an intimate familiarity with their processes and infrastructure. *SAN is a registered minority/women business enterprise (MWBE) with the Denver Office of Economic Development.*



**San Engineering LLC**

Civil and Structural Engineering

1150 W. Littleton Blvd  
 Suite 200  
 Littleton, CO 80120  
 10 local employees

**SynEnergy, LLC (SYN)** is an engineering firm, with a focus on mechanical/electrical design and high-performance buildings. Their engineers and consultants have worked in Fortune 500 companies and traveled across the globe in efforts to design, analyze and research energy efficient buildings. SynEnergy's staff consists of Mechanical Engineers, Electrical Engineers, Commissioning Agents, Energy Engineers, Project Managers and Sustainability Consultants who are LEED AP accredited. *SYN is a registered minority/women business enterprise (MWBE) with the Denver Office of Economic Development.*



8725 West 14<sup>th</sup> Ave,  
Suite 215  
Lakewood, CO 80215  
14 local employees

**PK Electrical, Inc. (PK)** is a self-performing electrical engineering firm established in 1996 and provides complete electrical services including system designs for power and lighting, low voltage, medium voltage distribution, and emergency power systems. PK has a reputation for creating high quality work with short deadlines, as well as being collaborative and extremely competent with complex designs. PK Electrical has completed power, lighting, and communications systems design for a vast range of project types, including extensive work at DEN. *PK is a registered small business enterprise (SBE), disadvantaged business enterprise (DBE), and Minority/Women Business Enterprise (MWBE) with the Denver Office of Economic Development.*



**PK Electrical, Inc.**  
*Engineering · Design · Consulting*

4601 DTC Blvd, Suite 740  
Denver, CO 80237  
17 local employees

**Latcon Corp (Latcon)** was founded in 2013 by Reggie Garcia, who brings more than 30 years of experience in the HVAC industry, which we will leverage on this DEN HVAC R-22 replacement project. Latcon holds Class A licenses throughout Colorado and is certified in the City and County of Denver. The company performs work all over Colorado, operating under a variety of delivery models and priding themselves on completing projects on time and under budget. *Latcon is a registered small business enterprise (SBE), disadvantaged business enterprise (DBE), minority/women business enterprise (MWBE), and emerging business enterprise (EBE) with the Denver Office of Economic Development.*



797 Ventura Street  
Aurora, CO 80011

**LEI Companies, Inc. (LEI)** LEI Companies Inc. founded in 2002 by brother and sister duo Brandon Berumen and Leneé Koch. LEI combines a fresh approach to providing innovative, high quality electrical contracting services with the expertise and reputation of employees that have years of experience in the industry. The result is a team of dedicated professionals providing outstanding customer service backed by exceptional processes, project management, technology, ethics and values. *LEI is a registered small business enterprise (SBE), disadvantaged business enterprise (DBE), and minority/women business enterprise (MWBE) with the Denver Office of Economic Development.*



14828 West 6<sup>th</sup> Ave, Unit 12-B  
Golden, CO 80401

**Reliant Energy Systems, Inc.** Reliant Energy Systems, Inc. offers a wide variety of insulation application for commercial and industrial products.

Our commitment to safety, quality and management is unequaled. Our management team has over 100+ years of combined industry experience. Reliant Energy Systems, Inc. is a leading insulation contractor in Colorado. Reliant Energy Systems, Inc. provides a comprehensive approach to contracting and specializes in a wide range of services. Since starting in 2010, Reliant Energy Systems, Inc. has been committed to our clients' needs and satisfactions. *RES is a registered small business enterprise (SBE), disadvantaged business enterprise (DBE), and minority/women business enterprise (MWBE) with the Denver Office of Economic Development.*



10230 South Progress Way  
Parker, CO 80134

**Construction Supply Services (CSS)** CSS is a material wholesaler providing for a wide range of products from PPE (personal protection equipment like safety glasses) to air handling units. Their unique relationship with Grainger, a multitude of local suppliers, and our own delivery staff, they can deliver materials needed for critical construction jobs. *CSS is a registered small business enterprise (SBE), disadvantaged business enterprise (DBE), minority/women business enterprise (MWBE), and emerging business enterprise (EBE) with the Denver Office of Economic Development.*



2240 East 74th Place Unit B  
Denver, CO 80229

**North/Western Electrical Corporation of Colorado (North/Western)** North/Western Electrical is a full service, electrical and communications contractor that has been in continuous operation for over 34 years throughout the Denver Metro area. North/Western Electrical takes pride in providing clients quality service while building lasting, successful relationships. The experts at North/Western Electrical work closely with general contractors, owners, and developers throughout every project. Their team of licensed electricians produce quality results by meeting deadlines and exceeding safety standards. *North/Western is a registered small business enterprise (SBE), disadvantaged business enterprise (DBE), and minority/women business enterprise (MWBE) with the Denver Office of Economic Development.*



10825 Irma Drive  
Northglenn, CO 80233

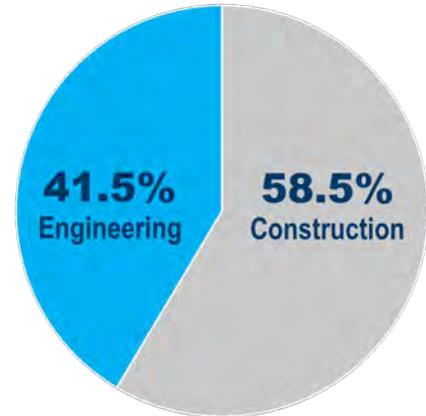
**American Industrial and Construction Supply, Inc.** American Industrial & Construction Supply, Inc. is a local Denver-based Construction Material Merchant Wholesalers established in 1989. They provide electrical and other construction materials and have successfully worked with IME on several DEN projects. *American Industrial is a registered small business enterprise (SBE), disadvantaged business enterprise (DBE), and minority/women business enterprise (MWBE) with the Denver Office of Economic Development.*

975 E 58th Ave, Unit C  
Denver, CO 80216

## 7. COMPANY EXPERIENCE & QUALIFICATIONS

Since 1994, design-build delivery has been an integral part of our business, and we now execute more than \$2.5 billion in design-build projects annually. Our Construction Management for Fee work comprises more than \$200 million annually. We are ranked among the top 400 General Contractors worldwide performing more than \$2.5 billion annually. We are also ranked among the top 10 design firms worldwide.

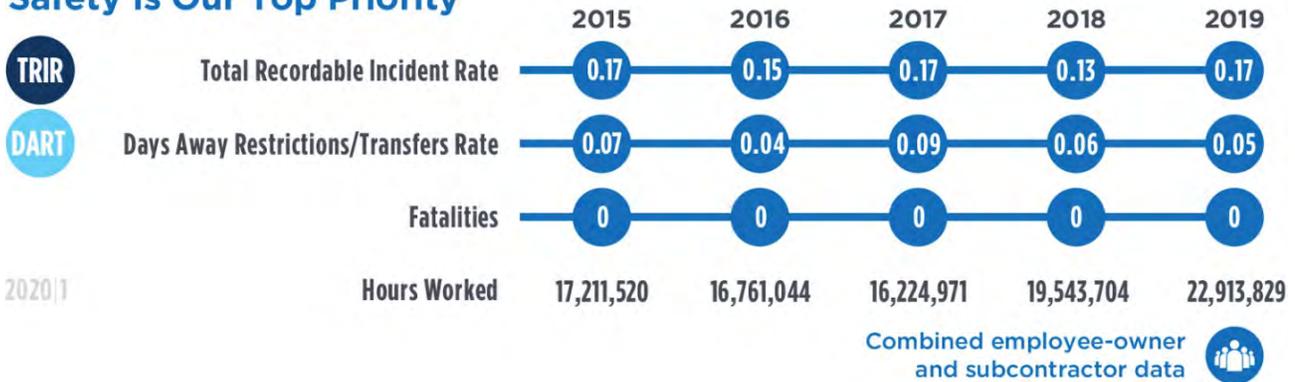
**2019 Revenue | \$4.1 billion**



### SAFETY IS FIRST

At Burns & McDonnell, safety is the highest priority. For us, safety is not a slogan. It is a value ingrained in our corporate culture. Our Corporate Safety & Health Program is integrated with our project process and requires pre-planning work activities to support implementation of safe work measures.

#### Safety Is Our Top Priority



Every project at Burns & McDonnell operates with the safety philosophy that zero recordable incidents can be accomplished with proper planning, resources and follow-through. Our project safety records demonstrate the success of this approach. Burns & McDonnell’s Days Away, Restricted or Transferred (DART) and Total Recordable Injury Rate (TRIR) safety statistics are considerably better than industry standards set by the Construction Industry Institute and the Bureau of Labor Statistics. Although it is not an OSHA requirement, Burns & McDonnell is one of the few firms to include subcontractors in our safety statistics. We choose to do this because our safety commitment goes beyond reporting the numbers. It is our intrinsic expectation that everyone working on a project goes home safely to their families every night — our people as well as those who work with our partners.

These safety figures include our trade sub-contractors when we are performing design-build services. Burns & McDonnell understands that we will be responsible for awareness, knowledge, and full compliance with all applicable rules, regulations, laws and practices applicable to our scope of work, as outlined in the RFP.

Our safety record puts us in the top 1% of all contractors nationwide. However, we are determined not to rest upon past successes, but to use those successes as a foundation for continual improvement in making our clients and our projects successful.

## AIRPORT EXPERIENCE

Burns & McDonnell has decades of experience at large-hub airports and recent experience on projects at DEN, LAX, LGA, IAH, SFO and more.

	Large hub operation airport	HVAC	Mechanical Scope	Electrical Scope	Fueling	Design	Construction Phase Services	Commissioning
DEN	✓	✓	✓	✓	✓	✓	✓	✓
AUS		✓	✓	✓		✓		
STL	✓	✓	✓	✓	✓	✓	✓	
ORD	✓	✓	✓	✓				✓
PDX	✓	✓	✓	✓	✓	✓	✓	✓
HAS	✓	✓	✓	✓		✓	✓	✓
MLIT				✓		✓		
IAH	✓	✓	✓	✓	✓	✓	✓	✓
LIT		✓				✓	✓	✓
ORD	✓	✓	✓	✓		✓	✓	✓
LAX	✓	✓	✓	✓	✓	✓	✓	✓
LGA	✓	✓	✓	✓		✓	✓	✓
SEA	✓	✓	✓	✓	✓			✓
DFW	✓	✓	✓	✓				✓
HOU		✓	✓	✓				✓
IAD	✓	✓	✓	✓		✓		✓
AUA		✓	✓	✓				✓
PHL		✓	✓	✓		✓	✓	✓

## BURNS & MCDONNELL PROJECT EXPERIENCE

The following is a sample of our recent project experience relevant to the DEN HVAC Refrigerant Replacement Phase 2 program.

### On-Call Industrial Design Services Contracts (Multiple)

#### Denver International Airport, Denver, Colorado

Denver International Airport  
 Multi-year – In progress  
 Contracts have been 2 years, ~\$2M

Relevance:  
 ✓ Denver International Airport  
 ✓ Utilities  
 ✓ Worked with DSBO partners

#### Multiple PMs

Lee Walinchus: 303-342-4444  
 Haven Cassidy: 303-342-2753  
 Cullen Choi: 303-342-2888

Our project team has completed countless engineering studies and detailed designs over the last 2 decades at Denver International Airport under the multiple On-Call Industrial Contracts. Our prior projects are successful due to the high degree of stakeholder involvement, our ability to provide insightful solutions, and our team who has collaborated on multiple similar projects. Simply put, this project team has successfully worked together on DEN projects and intimately knows DEN. Our projects have routinely come in under the proposed schedule and usually within proposed budget. There have been situations where change orders were generated for projects for addition scope items. These change orders were always discussed with the DEN project manager before submission.

We have included MWBE sub-consultants on each of our On-Call Industrial Engineering contracts in the past. Through the years, some of these partners have changed as we continue to seek out reputable, small business firms to enhance our offering. We have also routinely gone above and beyond the required DSBO minimum involvement percentage on our contracts, a fact we are quite proud of. Many of our proposed sub-consultants (PK Electric, SAN Engineering and SynEnergy) have worked with Burns & McDonnell on previous contracts and on many of the projects listed below, as indicated with their initials.

Many of our previous contracts included elements with crucial interfacing with other concurrent projects and schedules, but none more than the recent CUP design (Chiller and Boiler upgrades) which was born out of our DEN CUP Modernization Analysis. These projects have been occurring at the same time in the same CUP footprint, while major changes inside the DEN Concourses and Terminal are underway.

#### Example DEN Projects include:

DEN Project Name	MWBE Subs Utilized
CUP Boilers 134 Replacement - Detailed design for the replacment of Boilers 1, 3 & 4: 5x20,000 MBH <i>Currently in design and on track for schedule.</i>	PK, SAN
CNC Router Room - Detailed Design	PK, SAN, SYN
EFSO Design - Design on modifications to modernize the EFSO system at DEN	SAN, PK
Concourse B Preconditioned Air Replacement - Designed new PCA units for 50 gates at Concourse B	SAN
CUP Chiller 1-3 Replacement - Detailed design for the replacment of Chillers 1, 2 & 3: 12,450 TR <i>Designed, currently in construction (Providing CA Services) and on track for schedule.</i>	SAN, PK
CUP Boiler 2 Detailed Design - Procurement pacakge and detailed design for Boiler 2 and ancillaries	SAN
CUP Modernization Project, Ph1 & 2 - Modernization & Utility Master Plan for CUP HW?CHW/Elect System	SAN

DEN Project Name	MWBE Subs Utilized
CUP Boiler 2 Schematic Design – Detailed analysis and schematic design for Boiler 2 replacement	SAN
CUP Boiler 6 Design – Detailed design for the backup Boiler 5 installation	SAN
Icehouse - Design of the equipment upgrade at the Concourse A Icehouse to integrate the facility with DEN's Aircraft Deicing System	Other DSBO Contractors
Lift Station No 1 Design – The complete redesign of lift station No 1 for the entire DEN system	SAN
CUP Chiller 4 Replacement – Detailed design for the replacment of Chiller 4 with 4a & 4b: 5,000 TR	SAN
Hydronic Systems Optimization – Design to modify plant & system for variable secondary pumping	SAN
CUP Cooling Tower Sump Modifications – HX and Sump Separation project to allow Free Cooling	SAN
CUP Master Plan Study – Utility Master Plan for the CUP	SAN
UAL Japan Services PCA & GPU Upgrades – Designed new PCA and GPU units to accommodate A380 aircraft	SAN
R-22 Replacement Study – Comprehensive study to review impacts/replacement costs of R-22	n/a

### On-Call Commissioning Services Contracts (AIM & CEP)

#### Denver International Airport, Denver, Colorado

Denver International Airport  
 Multi-year – In progress  
 Contracts have been 2+ years, ~\$2M

- Relevance:
- ✓ Denver International Airport
  - ✓ Commissioning Work
  - ✓ Worked with DSBO partners

**Multiple PMs**  
 Don Saal: 303-342-4772  
 Haven Cassidy: 303-342-2753  
 James Glavin: 303-342-2749

Our combined team with Group14 was selected for two on-call commissioning contracts that are currently in action at the airport. The first contract, often referred to as the “AIM On-Call” covers commissioning work on existing facilities and new work outside of the main terminal and concourse complex. This contract was just renewed for another 2 years of work.

The second commissioning contract the team was awarded handles the Concourse Expansion Program (CEP) for the west expansions. Our team has integrated into the design and construction team and has provided valuable insight into commissioning specifications, commissioning planning, early jet bridge air testing, submittal review and more. This contract will remain in effect for the duration of the west expansion work and covers many systems: mechanical, electrical, lighting, smoke evacuation, fire alarm, special systems and even building envelope.

While Group14 is a MWBE sub-consultant on each of these On-Call Commissioning contract, we see them much more as a valuable partner in our work at DEN. We have extended our relationship past simply DEN work and have collaborated on multiple projects in the region. Some example DEN projects are shown at right.

DEN Project Name	MWBE Subs Utilized
Concourse Expansion Program (West Team).	Group14
R-22 Replacement Program, Phase 1	Group14
CEP Long Lead Equipment Cx	Group14
CEP West Design Cx Help	Group14
CEP B West Cx	Group14
WallyPark Cx	Group14
PLB A33/A45 Cx	Group14

## Portland International Airport Concourse D West HVAC Replacement Port of Portland, Portland, Oregon

Portland International Airport  
2017  
Total Cost: \$9.2M  
Design: \$1.5M  
Cx: \$198K

### Relevance:

- ✓ International Airport Facility
- ✓ HVAC Equipment Replacements
- ✓ Temporary Handling Units
- ✓ Program Management
- ✓ Construction Phase Services
- ✓ Commissioning

**Robin McDaffrey**  
Engineering Project Manager  
503-415-6513

*Burns & McDonnell provided design and construction phase commissioning services for the HVAC system replacement for Portland International Airport's Concourse D West.*

Burns & McDonnell's scope of owner engineering services included site investigations and verification of existing conditions; preliminary analysis; preparing plans and specifications per Port standards; cost estimating; scheduling and assisting the Port during bidding, construction, and close-out phases. The design also included details of the temporary equipment and phasing required to maintain terminal operations during construction.

**Schedule:** The project had an aggressive schedule to provide a 30% design and cost estimate for Port approval within three months including data gathering and analysis. The team focused on identifying the key cost elements that would impact the estimate including phasing plan and preliminary equipment selections.

**Project Team Coordination:** As the Owner's representative for the project systems operations and long-term performance, we led the effort to identify and document the Owner's Project Requirements (OPR) document with Port representatives to inform contractors, designers/engineers and operations staff. This included describing roles and responsibilities for all activities and deliverables clearly in project specifications, to include a strong early focus on scope and schedule related to subject areas during construction, including secured CBP and TSA areas. We maintained an issue resolution log to track concerns noted during the transitions from design to construction and acceptance / warranty phases. The issue log provided a forum for discussion and decision-making on details that arose during execution in a formal methodology to bring consensus and closure.

**Controls:** The Commissioning agents worked closely with Port operations and Johnson Controls staff for the setup and integration of temporary air handling units with fire / life safety and the campus Metasys building automation systems early in the project. This included local set points and alarms for contractor monitoring prior to system integration and long-term turnover.

**Construction Management Services:** Burns and McDonnell design and commissioning staff additionally supported Owner's representatives during the construction process to meet project schedule completion in a variety of ways. This included providing and updating a complete sequence of design completion, installation and testing activities with dependencies and durations for integration by the contractor in the master schedule.

## American Airlines | Tech Ops Hangar and Ramp Space Remodel

### Bill and Hillary Clinton National Airport (LIT) | Little Rock, Arkansas

Bill & Hillary Clinton National  
Airport (LIT)  
Design Complete: 5/2017  
Construction Complete: 1/2018  
Project Value: \$1.3M

Relevance:

- ✓ Airport Facilities
- ✓ HVAC Modification
- ✓ Power System Design/  
Installation
- ✓ Fire Protection/Alarm
- ✓ Design
- ✓ Construction Phase Services

**Eric Raun**

817-967-1406

Eric.Raun@aa.com

**Jennifer Pysher**

480-467-8737

Jennifer.pysher@aa.com

Burns & McDonnell was hired by American Airlines as the Design-Builder for renovations to aircraft maintenance (MX) space operations at the Bill and Hillary Clinton National Airport in Little Rock, Arkansas (LIT). The project requires renovations at both the maintenance hangar and the terminal ramp area. Services include design, pre-construction, and construction.

The current facilities consist of a two hangar bays with central office area with mezzanine along with support space and offices. Ramp area consists of offices, breakroom, restrooms, dedicated space for Parts/Line Maintenance. Renovations to the existing buildings are needed to address the functionality requirements of AA's MX group.

The following key functions were identified during design:

- ▶ HVAC modifications
- ▶ Office space, locker room and bathroom renovations
- ▶ Ramp Operations office
- ▶ Ramp CSM/GM offices
- ▶ Training spaces
- ▶ Design and installation for new Communications System
- ▶ Power system design and installation
- ▶ Lighting modifications
- ▶ Fire protection and fire alarm modifications
- ▶ Air to Ground radio and antenna installation
- ▶ Breakroom renovations
- ▶ Hangar bay circulation fan installation
- ▶ Installation of infrastructure for Wireless access points and CCTV



The renovations give much needed improvements to the existing structure cosmetically and it maximizes the flow of tools/parts for employees from controlled tooling to hangar floor.

Construction of renovations was completed in 2017.

## Houston Airport System | Terminal Retro-Commissioning & Condition Assessment Program

### William P. Hobby Airport, George Bush Intercontinental Airport and the Consolidated Rental Car Facility

Houston Airport System

Services: 2014 - Ongoing

Construction: N/A

Project Value: \$4.2M

Relevance:

- ✓ Airport Facility
- ✓ Multiple Facility Types
- ✓ HVAC Equipment Replacement
- ✓ Commissioning

**Scott Hill**

Senior Project Manager, Planning

Design & Construction

281-233-1639

*Burns & McDonnell provided retro-commissioning combined and condition assessments services for more than 6 million SF of facility infrastructure at William P. Hobby Airport (HOU), George Bush Intercontinental Airport (IAH) and the IAH Consolidated Rental Car Facility.*

The overall objectives of the retro-commissioning program included reducing the existing energy footprint through optimization and tuning of HVAC systems; identification of energy conservation measures; collecting information, and assessing physical and operating condition of assets; determining the ability of asset systems to meet customer and stakeholder needs; defining the effective remaining service life of asset systems; and developing O&M and capital improvement recommendations.

The goal of condition assessment program was to determine the current condition of facility infrastructure and provide recommendations to optimize and improve them from the existing state. This also included recommendations for operations and maintenance improvements as well as cost estimates for deferred maintenance and replacement value of systems and components.

A standardized Actual Condition Index rating system was developed to accurately reflect the key performance indicators of the assessed systems. The deferred maintenance and replacement value costs were utilized to develop a Financial Condition Index to depict the overall health and condition of the assets at the system and facility level.

Systems included in the condition assessment were HVAC, electrical power and distribution, building envelope, roofing, conveyance, baggage handling, passenger boarding bridges, ground power, pre-conditioned air, domestic water, sanitary sewer, fire protection, pavement, and building automation controls.

The retro-commissioning program identified improvements and modifications to the HVAC system, which is projected to result in savings of \$1,609,613 per year, when implemented.

The Burns & McDonnell team performed condition assessments and retro-commissioning for the Consolidated Rental Car Facility, Terminals A and C and the Federal Inspection Services facility at IAH, and the entirety of HOU. Condition assessments only were also performed for Terminal D, the vehicle maintenance facility, three cargo facilities and two hangars, and the Automated People Mover (APM) at IAH.

Additional assessments have been performed for the airport administrative facilities, Cargo FIS facility, four ARFF stations, and multiple commercial properties.

## Enabling Utilities Landside

### Houston Airport System, Houston, Texas

Houston Airport System  
 Construction: Not Started  
 Project Value: \$35M  
 Current Contract: \$6M

Relevance:

- ✓ Design-Build Delivery
- ✓ Airport Facility
- ✓ Utilities Replacement

**Scott B. Hill**  
 Senior Project Manager,  
 Infrastructure – Asset Management  
 Cell: 713-715-8534  
 Office: 281-233-1639  
[scott.hill@houstontx.gov](mailto:scott.hill@houstontx.gov)

After Burns & McDonnell completed the condition assessment, HAS selected our team to design and construct the Enabling Utilities Landside (EUL) for the IAH Terminal Redevelopment Program (ITRP). The scope of work consists of the following:

- ▶ The direct bury of a new 12” high pressure waterline in the Central Terminal Area (CTA).
- ▶ Drinking water storage (1.2MG), pumping, and distribution system improvements to the South Water Facility and East Water Facility with associated standby generators, piping and appurtenances.
- ▶ A new 1500 gallons per minute (GPM) capacity ground water well at either the East or South Water Facility, with associated connection piping and equipment.
- ▶ The waterline will begin on the west end at the Terminal A core structure, extending to the east, and end at the connection point to the new MLIT Project. The interface with the MLIT Project shall be enabled by the DB Contractor in collaboration with the MLIT Project delivery team. At designated points of service connection, the Utilidor will branch off and connect to Terminals A & B, the NCN and MLIT facilities, as well as provide for future service connections to other future facilities in the CTA with service connections or stub-outs to mechanical, electrical, and communications rooms.

The waterline will be constructed in phased segments to coordinate with multiple ITRP and other projects, including NCN and MLIT.

## IAH New Terminal C North

### George Bush Intercontinental Airport | Houston, Texas

Houston International Airport

Dates: 2019 – 2021

Project Value: \$244M

Current Contract: \$400K

Relevance:

- ✓ Airport Facility
- ✓ Design Services
- ✓ Fueling / EFSO

**Harold Loy**

Assistant Vice President-Central Region

General Manager-IAH

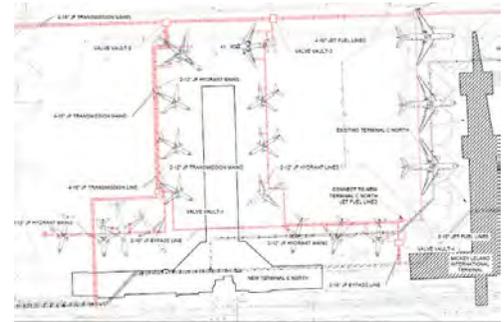
Allied Aviation

281-443-7743 x113

[Harold.loy@alliedaviation.com](mailto:Harold.loy@alliedaviation.com)

Burns & McDonnell was the designer of record for the NCN hydrant fuel system, which includes the design of a complex network of fuel piping and valves and a new emergency fuel shutoff (EFSO) system. These fuel system improvements will become the foundation of the future MLIT hydrant fuel system.

Modifications to the existing jet fuel distribution system included the design of new jet fuel transmission mains (4-16" pipes) that are currently located within the NCN building footprint. These transmission mains will also be designed to serve future terminal to the east and west. In addition, new jet fuel hydrant system mains (2-12" pipes) will be installed to fuel the aircraft parked at NCN. Dual hydrant fueling branch lines with hydrant pits will branch off the hydrant mains to serve each aircraft parking position. The connection of dual hydrant mains to multiple transmission mains is a complex operation that will take place in 4 cast-in-place concrete valve vaults.



Burns & McDonnell also worked with the fuel system operator to optimize the location of each new hydrant fuel pit. These pits were located to serve the maximum number of aircraft possible while also being in the correct position for the equipment that will be used to fuel the aircraft.

New (EFSO) stations will be provided to serve each of the 14 aircraft parking positions. These EFSO stations will communicate directly with fuel system isolation valves and the IAH fuel storage facility control room. The EFSO system is a critical safety system, new features designed into the NCN EFSO system such as remote valve operators, single-mode fiber optic communications, and modernized hardware and software offer improvements that will become the design standard for other terminals at IAH.

## Houston Aviation System | Fueling System Upgrades George Bush Intercontinental Airport | Houston, Texas

Houston International Airport  
Dates: 2019 – 2021  
Project Value: \$36.5 (Design-Build)

Relevance:  
✓ Airport Facility  
✓ Design-Build Delivery  
✓ Fueling / EFSO

Janet W. Peters  
Chairperson  
IAH Fuel Company, LLC  
346-265-3022  
janet.peters@uaafc.net

Burns & McDonnell was selected by the City of Houston Department of Aviation to provide design services for a major renovation of the existing aircraft fueling system at George Bush Intercontinental Airport.

The airport was expanding its passenger terminals and air cargo facilities. The DOA wanted to make sure that the aircraft fueling system could handle the increased demand. Burns & McDonnell’s scope included the mechanical and electrical controls and instrumentation as well as assistance with other fueling systems.

The project included the addition of two 44,000-barrel aboveground jet fuel storage tanks with associated dike areas, foundations, fire protection and controls. This brought the total usable fuel volume at the airport to 11,000,000 gallons (264,000 barrels). A detailed steady-state and transient hydraulic analysis was performed to determine if system pressures would be adequate for predicted future growth. Burns & McDonnell also conducted a line-fill analysis to determine compliance with current environmental regulation on aboveground fuel storage systems.

The existing “fuel triangle,” a large aboveground piping manifold, was reconfigured to below ground vaults for safety and operational considerations. The emergency fuel shutoff (EFSO) system was redesigned to allow for individual shutdowns of terminals as opposed to complete shutoff of the fuel farm. EFSO valves were added at each terminal on the breakout manifolds. Provisions were made in the hydrant fueling system to allow for the addition of leak detection in the future.

The fuel system controls were reconfigured to combine the four separate hydrant fueling systems into one overall fuel system. This will greatly reduce operating costs and runtime on pump motors.



## PHL Program Management & Construction Management Program

### Philadelphia, Pennsylvania

Philadelphia International Airport  
2019  
Project Value: \$74M  
PM Fee: \$4.7M

#### Relevance:

- ✓ International Airport Facility
- ✓ Renovation
- ✓ Program Management
- ✓ Commissioning

**Katherine Goudreau**

American Airlines

817-963-5357

Katherine.Goudreau@aa.com

Burns & McDonnell has provided program management services for the design and construction of Philadelphia Authority for Industrial Development financed airline sponsored capital programs at Philadelphia International Airport on a continuous basis since 1999. Beginning with \$100M Terminal F in 1999 (opened 2001) and continuing with \$550M Terminal A West in 1999 (opened 2003), 21.5M Airline Relocation in 2009 (completed 2010), \$160M Terminal F Expansion in 2010 (final phase completed 2016), Terminal Modernization Program planning in February 2015 (cost and schedule confidential) and the \$43M centralized truck based deicing facility in February 2016 (to complete October 2017). In total, Burns & McDonnell has provided program management on over 100 projects during our 18-year history of program management at PHL.

Systems have included the following:

- ▶ Conveying Equipment (Elevators, Escalators)
- ▶ Fire Suppression (Fire Sprinkler Systems)
- ▶ Plumbing (Domestic water, Domestic Hot Water, Trap primers, Emergency Eye Wash Stations, Backflow Preventers, Mixing Valves)
- ▶ Mechanical System (Noise and Vibration Control, Direct Digital Control System, Chilled Water System, Heating Hot Water System, Air Handling System, Ventilation/Exhaust, Terminal Units, Decentralized Unitary HVAC, Hydronic Distribution, Smoke Evacuation System, Glycol Type 1 and Glycol Type 4 Distribution)
- ▶ Electrical System (Medium-Voltage Electrical Distribution System, Grounding & Bonding System, Electrical Power Monitoring System, Electrical System Protective Device Study, Secondary Unit Substation, Low-Voltage Distribution System, Uninterrupted Power Supply, Lighting & Lighting Control System, Lightning Protection System)
- ▶ Communication (Grounding & Bonding System, Structured Cabling, Public Address & Mass Notification System, Paging Systems, Security Emergency call system, Duress Alarm System)
- ▶ Electronic Safety and Security (Grounding & Bonding, Physical Access Control System, Access Control System, Security Access Detection System, Video Surveillance System, Fire Detection and Alarm System, Flight Information Display Systems, Wi-Fi System, Hotel and Rental Car Kiosk, Airline Check-In Kiosk, CBP Security Door System, Aircraft Lighting Control Systems)
- ▶ Site Utilities (Water Utilities, Sanitary Sewer, Storm Drainage, Energy Distribution Utilities, Glycol Distribution, Diesel Fuel Distribution)
- ▶ Integrated System Tests (Loss of Power Response, Fire Alarm Response, Smoke Evacuation, Integrated IT Systems)

## Ground Support Equipment (GSE) Building Los Angeles International Airport (LAX), Los Angeles, California

Confidential Client

March 2019 – April 2020

Design: \$16.9M

Construction (est): \$12.5M

Project Value: \$22M

Relevance:

- ✓ International Airport Facility
- ✓ Integrated Design-Build Delivery
- ✓ Multiple Similar Components



With our proven past performance with Los Angeles World Airports and experience with LAX standards and processes, our team was selected to design and construct the new 27,000-square-foot GSE facility. With the schedule demand, an integrated design-build project delivery is being used as the most suited method for success. By maintaining all design and construction disciplines in-house operations are running as a single, seamless entity. The project also includes assisting the airline with move management from the existing facility to the new building.

In preparation for the 2028 Olympics, Los Angeles International Airport (LAX) is already making upgrades to help smooth future traffic flow. One major advancement coming to the airport is an Automated People Mover (APM) — an electric train system that moves passengers in and out of the terminal area more efficiently. Some areas and airlines at LAX are being affected by the new APM. As a result, a major airline will relocate from its existing facility to the West Aircraft Maintenance Area hangar site. As part of the move, the airline requires a new Ground Service Equipment (GSE) Maintenance Facility. Completion of the GSE facility is schedule-driven and an end date of March 2020 is already set.

The project also includes assisting the airline with move management from the existing facility to the new building. During pre-construction planning, the team developed design packaging strategies to determine appropriate methods for a smooth move, limiting operation downtime along the way. We are working closely with operations staff to minimize move time and any avoidable service interruptions.

This project is the fourth phase of improvements for the airline, which will help accommodate its current and future fleet at LAX. Design and construction are already well underway, and the project is expected to be completed on time. Once the facility is complete, it will serve as a servicing destination for the airline's ground service equipment vehicles, storage and staff offices.

## SUBCONTRACTOR PROJECT EXPERIENCE

### Trautman & Shreve Relevant Project Experience – Mechanical Construction

Trautman & Shreve has been a successful partner involved in DEN Construction projects performing multiple highly technical HVAC Piping, Plumbing and Sheet Metal projects over many years. These experiences will provide DEN the technical, financial and operational reassurance to perform this project as a proven aviation builder. The following represent the diversity of successful projects that DEN has entrusted Trautman & Shreve to be a part of:

#### **DEN R-22 Phase I Replacement Project**

The DEN R-22 Phase I Replacement Project was performed at the Master Control Center (4th floor) for the airport and on the 10th floor of the AOB and throughout A-Concourse. (24) R-22 units and (4) CW units were removed and replaced with new more efficient equipment.

Multiple Shut Down Requests (SDR) were performed. The equipment was engineered to be a like-for-like replacement project, after hours of field investigations the project was required to be reengineered with the proper sized cooling equipment. The schedule was maintained even with the engineering delays. Temporary cooling was utilized successfully to maintain the proper level of cooling during demolition and installation of the new equipment. The Frontier Data Centers were the most challenging for heat exhaustion which required expert field knowledge and creativity to complete the task.

#### **DEN R-22 Replacement Central Plant CUP\***

Trautman & Shreve performed the first of the three major R-22 replacement projects at DEN. The work for the DEN R-22 Replacement Central Plant CUP project consisted of replacing (3) 4,150 ton chillers with (6) 2,500 ton chillers & removed (10) existing pumps and installed (12) new pumps, (3) R-22 AHU's were replaced and (2) Refrigrant Transfer Units were removed and (1) Refrigrant Transfer Unit was installed to replace them. 90% of the CUP was re-piped. Ongoing commissioning of the new systems was performed by phase to avoid a major commissioning effort at the end. The 24-month mechanical installation schedule was improved by six months successfully.

This high-risk project required extensive coordination and communication with the airlines. The removal and delivery of the large chillers and associated piping across live taxiways never affected airline operations. Preplanning and teamwork between Burns & McDonnell, DEN and Trautman & Shreve was evident in the collaborative effort of pick planning and Path of Travel Plans.

The chillers are critical equipment for the operation of the airport, which effects many other systems. The replacement of the chilled water system was a high-risk project and all the plans were performed safely and as planned without failure or complication.

#### **Concourse A & C Ventilation & Smoke Control Fan Upgrade**

Trautman & Shreve performed and executed the installation on (20) major mechanical rooms on both Concourse A & Concourse C. We performed these highly technical mechanical system conversions without any major shut downs or inference to the day-to-day airport operations; all this work was very sensitive to the fact that all Life Safety Systems could not be interrupted through the course of the project.

This work consisted of converting each existing mechanical space independently from one another. The mechanical rooms required intense planning relating to existing spaces and systems, scheduling, back up plans, egress planning coordinated with baggage handling & tunnel services, detailing of installation drawings, on-site labor, sub-contractors, and final start-up, test and balance and commissioning. Our work within each major mechanical room included new exhaust & pressurization fans, ductwork, chilled & heating water piping, and controls. The new fans were oversized which required detailed travel routing, handling and hoisting plans to ensure zero interruptions to DEN. Once these new fans were installed, we moved onto replacing dual duct systems with new supply air, return air & exhaust air duct systems. Throughout these mechanical rooms, Trautman & Shreve also replaced and rerouted the chilled water & heating water systems serving the air handler coils while not interrupting any existing systems which were not part of the replacement project.

Throughout our rough-in, we worked hand-in-hand with our controls, test and balance and commissioning partners to ensure all their requirements were met within the plan. The coordination with our controls partner and the fire department was critical in ensuring that the new mechanical rooms and systems started up and functioned as planned.

### **Cooling Tower Condenser Water Sump Separation\***

Trautman & Shreve successfully performed and provided a seamless solution for the cooling tower sump separation project at the DEN Central Utility Plant while maintaining daily airport operations throughout the course of the Project. This work consisted of splitting each active condenser water sump and rebuilding them to today's DEN standards. This work took intense planning with DEN Plant OPS to ensure cooling functions were never interrupted.

Our work included shutting down and isolating each sump so that they could be rebuilt. For this to take place, we had to bring in temporary cooling towers sized for the DEN load and interconnect the temporary cooling towers with the existing condenser water piping system using 18" piping distribution mains. Numerous interconnects and bypasses were installed as well, which included 24" bypass headers, 48" butterfly valves for system separations, 30" bypass lines around the 48" separation valves, and separate 30" bypass for flushing and diverting. All rebuilt sumps included new chemical treatment piping within the sump as well as the central utility plant. This required new piping, coupon racks, feeders, and controls wiring and devices. This work also interfaced with all existing plant equipment including heat exchangers, pumps, controls and devices.

The successful completion and execution of this major plant upgrade could not have taken place without the knowledge of DEN standards & expectations, as well as support, teamwork and highly detailed coordination between DEN Operations, subcontractors and the Trautman & Shreve DEN Team.

### **Hydronic Optimization\***

Trautman & Shreve successfully performed the Hydronic Optimization project while silently working throughout the DEN Campus. Our work consisted of visiting each active and functioning mechanical room throughout the campus; this included over 100 mechanical rooms within AOB, CUP, each Terminal as well as each concourse.

All 100 + mechanical rooms required removing all existing 3-way control valves from the heating and cooling piping systems and upgrading the existing valves with the DEN required delta T valves. This meant that we needed to cut into and connect to active & existing carbon steel and copper pipelines to fit

the new control valve in; this in some instances took a full re-pipe and reconfiguration which drove the demand for a highly planned piping arrangement well in advance to take full advantage procurement, and fabrication as every second was critical to DEN Operations.

Each mechanical room was treated as a separate project including a detailed and thorough schedule built for each space. This ensured that when we left each mechanical room, it was completed and prepared to the highest standards of DEN. To successfully perform this work, we had to shut down and perform our tasks within a 24-hour window, day-in and day-out. This meant that each minute was highly valued and treated as such. As high profile as this project was, we knew that meeting tight schedules, maintain deadlines and doing exactly what we said would be the key to success on this project. While system shutdowns occurred, we ensured heating and cooling demands were met by having temporary heaters and MovinCool's in place with backups ready as well. This allowed us to continue our extensive work and still be unnoticed to airport operations.

Trautman & Shreve's success on this project is directly attributed to working together with the general contractors, sub-contractors and most importantly our minority partners who along with ourselves, know the DEN standards of excellence.

### Other Notable Projects

- ▶ Renovation and Upgrade of Bathroom groups in Concourse A, B & C
- ▶ Dozens of concession and tenant buildouts: This includes numerous tenant improvement or build out projects.
- ▶ Concourse B PCA: Bridge PC air units, bridge shut-downs, heavy fabrication, single day turn arounds.\*
- ▶ Concourse B SW upgrades: Renovation and Upgrade, new Locker Rooms, Lounges, intense plumbing, tight schedules.
- ▶ Numerous jet fuel projects: replacement of double block and bleeds to new fuel system loops.
- ▶ Glycol piping projects: Deicing systems, PC air unit piping.
- ▶ GARDI Projects: Airside fuel pit replacements, life safety exhaust systems added to passenger bridges to meet new code requirements, and potable water cabinets.
- ▶ VSCF Underground Duct Rehabilitation: Large bore underground ductwork replacement and relining. Replacement of life safety duct throughout tunnels.\*

*\*Denotes projects designed by Burns & McDonnell*

### Intermountain Electric Relevant Project Experience – Electrical Construction

For more than 20 years, IME's Director of Airport Special Projects and Service, George Griffiths and the proposed IME team members for this project have created and maintained significant relationships with not only key personnel of DEN and the City & County of Denver, but with airline and tenant representatives and managers. With the multitude of executed projects completed, the team has an extensive understanding of DEN regulations, safety requirements and security awareness needed to accomplish a complex project such as this, at a controlled, operational international airport.

#### United Airlines- Restack (2016)

City and County of Denver | \$3.5M

Project focused on relocation of United Airlines employee spaces. Work included tenant improvements, circuitry to mechanical equipment;

#### Concourse A Data Center Re-Life

Roche Contractors | \$1.17M

Expanded power and updated existing data center at Concourse A. Provided power to new one line for all the

wiring devices, distribution and feeders, and grounding for electrical, phone, and data; light fixtures; and fire alarm installation.

#### Concourse C-5 Gate Expansion

City and County of Denver | \$3.1M

Work involved upgrades to the electrical systems and fire alarm supporting the expansion of gate C-5 in DEN.

#### AGTS Central Control

Bombardier Transportation and City and County of Denver | \$2.6M

Project involved expanding rail for addition of new rail switch for the passenger train. Also provided new power and controls for new cabinets to power the tracks and switches for the train.

#### Jet Fuel Line Relocation

Flatiron | \$631K

Expanded Jet fuel line relocation at Concourse A east of the existing commuter facility and future Concourse A east temporary hold room. Work also involved, installation of new raceways and grounding systems between 3 new fuel vaults for fueling of aircraft and included a new EFSO system for shutting the fuel off in emergency situations.

#### Jeppesen Terminal Fire Alarm Replacement (2017)

City and County of Denver | \$3.3M

Replacement of fire alarm devices, wiring and accessories, migrating fire alarm from EST system to new Simplex Grinnel fire alarm system. Work also included testing and maintaining the fire alarm throughout project as well as integrating the new system.

#### DIA Emergency Communications Systems

City and County of Denver | \$1.3M

Work involved a demo of temporary emergency communication system (ECS) wire and speakers and installation of a permanent ECS system in its place in Concourses A, B, and C.

#### United Airlines- OR

City and County of Denver / United Airlines | \$2.6M

Rebuild and extension of United Airline's Outdoor Operations Network and Ramp Information Display system at DEN's Concourse B. Working included the installation of nearly 26 miles of CAT 6 cab line and Network Interface Enclosures (NIEs).

*\*Denotes projects designed by Burns & McDonnell*

racking and cooling for revised data center new lighting and life safety systems.

#### DIA Secondary CMF

Haselden | \$363K

New one line and distribution equipment, branch lighting and power, 3000' of new 3" conduit for new fiber backbone to the critical TSA central monitoring facility, new fire alarm and mass notification systems.

#### Cup Boiler #2 Replacement (2017)\*

City and County of Denver | \$279K

Distribution power, branch power and lighting, industrial process control wiring and fire alarm modifications and 4160v 1000kva Transformer Replacements.

#### CUP Chiller R-22 Replacement (2020)\*

City and County of Denver | \$4.4M

Distribution power, branch power and lighting, industrial process control wiring and fire alarm modifications.

#### UAL Siemens B Baggage Handling Install (2020)

United Airlines | \$4.4M

Construction of conveyor and lighting replacement for Concourse B baggage system. Installation of Motor and Control Panelboards with an excess of 3 million feet of controls and power conductors along 3 miles of conveyor. Updated switchgear and breakers, installation of new control rooms and IDF rooms. Installation of data and fiber. Updated fire alarm and ECS system in conveyor path.

#### Electrical On-Call Contracts- 2012

City and County of Denver | Max: \$4.3M

Electrical construction services for projects and tasks on airport property. The services provided may have included, but were not limited to power devices, equipment and circuiting, lighting, low voltage and special systems, life safety, medium voltage and other disciplines. Examples of some of the tasks completed included work on Tunnel Lighting, Car Chargers, Parking Kiosks, Concourse C Fixtures and Concourse A GPU Addition.

## **Group 14 Relevant Project Experience– Commissioning**

For the past four years, Group14 has been a trusted and valued partner on numerous projects at the Denver International Airport (DEN). This relationship has been a cornerstone to their firm’s continued growth in Commissioning, Energy Modeling, and Sustainability Consulting. In each of these roles Group14 has, and continues to serve, as DEN’s trusted advisor on many of the airport’s most challenging and exciting projects. These projects include:

- ▶ R22 Replacement
- ▶ A West Concourse Expansion
- ▶ B West Concourse Expansion
- ▶ B East Concourse Expansion
- ▶ C East Concourse Expansion
- ▶ Great Hall
- ▶ Central Monitoring Facility
- ▶ Wally Park
- ▶ Concourse Expansion Concourse Renewal
- ▶ DEN AMEX Centurion Lounge
- ▶ B West Concourse Deicing
- ▶ B West Concourse Passenger Loading Bridges
- ▶ B West Concourse Distribution Pumping
- ▶ DEN Sustainability and Utilities On-Call

## 8. QUALITY CONTROL PLAN

At Burns & McDonnell, we have a tradition of providing high quality services to our clients. This can only be obtained through the dedication, skills, and commitment of the project team.

**Dedicated Quality Control Management Team** | We have assigned QA/QC leads for engineering and construction, as indicated in the Org Chart provided in section 6 of this proposal. This team will remain dedicated to maintaining the requirements of the QA/QC program outlined below throughout all aspects of this project.

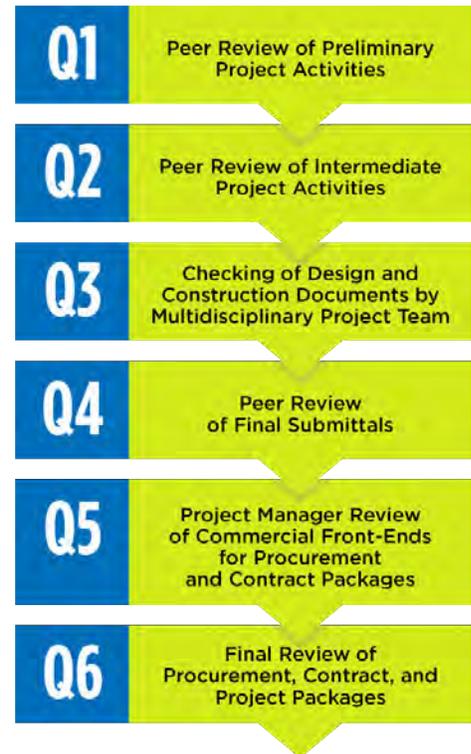
**Effective QA/QC Program** | Our QA/QC program includes policies, instructions, checks, and balances that are designed to help project teams provide complete, consistent, and quality services for our clients. Key aspects include:

- ▶ Project quality planning
- ▶ Project document control
- ▶ Design and constructability reviews
- ▶ Design and construction document checking and verification
- ▶ Supplier quality control and shop inspection
- ▶ Construction site quality control
- ▶ Nonconformance control, corrective action, and preventative action processes
- ▶ Project records close-out and retention

Our QA/QC program is based on a proven approach from 120 years of executing project and elements of recognized quality assurance standards. Annually, we perform more than \$1.5 billion in design-build projects in multiple discipline areas across North America, all utilizing this same proven program.

The quality program is defined through our Quality Tracking System (QTS). This system allows the project team as well as leadership to monitor, track, and report on the status of quality control and assurance steps through the life of the project.

**Internal Quality Reviews** | Internal quality reviews are held at designated stages within the project to review preliminary and intermediate project work as well as final project documents to be issued. Individual quality reviews are designated by Q number as shown in the figure at right.



**External Quality Control** | Our projects often include utilizing external resources such as sub-consultants for professional services, suppliers of materials and equipment, and subcontractors for construction services. The type and extent of quality control activities required for external resources is dependent upon the type of project, expectations of the client, and risk associated with the particular external resource. Typical activities include:

- ▶ Pre-qualify potential consultants prior to bid and award
- ▶ Review shop drawings and other submittal documents
- ▶ Prequalification of potential suppliers for major equipment and shop inspections. Identify potential shop and on-site testing
- ▶ Construction quality control three phase method
- ▶ Review and verify testing records and other records of fabrication and construction

**Document Control** | During the course of a typical project, numerous types of documents and electronic information may be issued, revised, reviewed, approved, and transmitted. Our QC program contains standard requirements for:

- ▶ Preparing, identifying, and revising typical documents such as design drawings and reports
- ▶ Establishing design revisions and control system
- ▶ Establishing a project filing/document control system
- ▶ Long-term retention of all project records

### Quality Tracking System

Our QMS is supported by a Quality Tracking System (QTS). The QTS is an electronic form system designed to initiate Quality Review workflows between the initiator and the reviewer(s) for project planning and project execution activities. It allows for collaboration within the workflow by providing the space for comments and responses regarding quality of the deliverables. It also records completion of the quality reviews performed on projects as project records.

The goal of QTS is to maintain a centralized database for Quality Review records rather than using less efficient paper forms. This allows for better reporting on the performance of Quality Review initiation, status of Quality Reviews, quality of the documentation being reviewed, and on-time completion performance. Quality records are integrated with our project document management system.

## CLARIFICATIONS, ASSUMPTIONS & EXCLUSIONS

3. The current proposal assumes that all units will be replaced with “like-for-like” sized equipment. Any upsizing or downsizing of the new equipment will be determined during preliminary design
4. BMcD assumes DEN has the full risk of loss as DEN is providing the Builder’s Risk Insurance as part of the ROCIP. Additionally, its assumed that Builders Risk will include coverage for materials in transit and/or stored for this project.
5. Costs included for ROCIP are limited to the administrative cost to apply for the insurance and the monthly reporting as a ROCIP calculator/worksheet was not included with the RFP package.
6. This proposal is based on construction crews working five (5) 8-hour days, Monday thru Friday, 7:00AM-3:30PM (typically). Replacement of Concourse B Roof Top Units will be performed during off shift hours.
7. BMcD will coordinate with DEN’s direct contractors as required to complete the work, but BMcD will not manage them under this contract. Under BMcD site control, all non-BMcD workers will not be allowed on-site without OSHA and BMcD required PPE.
8. This proposal excludes any, and all, environmental remediation or abatement, hazardous soil or ground water contamination disposal.
  
10. Access to work area will be utilized from existing roadways. Burns & McDonnell will coordinate road closures with DEN to make sure driveways and pathways are reasonably open for vehicles and pedestrians. Burns & McDonnell assumes clear and unobstructed access into work site.
11. Relocation of any Owner’s equipment and materials is not included within this proposal.
  
15. Subcontractor bids were solicited as prevailing wage.
16. Certified payroll is included in this proposal.
17. Fire department fire watches are excluded from this proposal.

18. Material escalation due to tariffs is excluded from this proposal.
19. Any fall protection is excluded from this proposal.
20. Concrete housekeeping pads will be sealed only. No concrete polish is included in this proposal.
21. We have included an allowance of ten (10) temporary power supplies for temp cooling units.
22. Proposal assumes the use of roof curb adapters is acceptable.
23. Included in this proposal are costs for temporary walls for dust control, however, we have not included HEPA filtration units.
24. Proposal assumes a single point connection, line voltage only, and the reuse of existing disconnects and flexible power whips but includes an allowance for 10% of power connections to require new 3' flexible power whip.
25. VFDs and loose starters are excluded.
26. Upgrades to existing electrical services to any structure and/or upgrading branch services is excluded.
27. Fire alarm and associated permitting scope of work is excluded.
28. Additional electrical system exclusions:
  - a. Security systems, devices and cabling.
  - b. Cutting and channeling of millwork, casework or stainless steel.
  - c. Work on energized equipment other than "life safety equipment" per NFPA 70E.



DEN R-22 REFRIGERENT REPLACEMENT

BID FORM

Company: Burns & McDonnell Engineering Company, Inc.

Date: September 3, 2020

Revision: 0

Div. No.	Description	Total Price
	<b>DSBO Participation %</b>	<b>29.7%</b>
	<b>Terminal</b>	<b>\$ 4,592,763</b>
	Design	\$ 291,476
001	General Requirements	\$ 171,050
002	Existing Conditions	\$ -
003	Concrete	\$ 630,088
004	Masonry	\$ -
005	Metals	\$ 39,379
007	Thermal & Moisture Protection	\$ 17,847
009	Finishes	\$ 173,211
021	Fire Suppression	\$ 118,493
022	Plumbing	\$ -
023	HVAC	\$ 3,076,461
026	Electrical	\$ 74,759
	<b>Concourse A</b>	<b>\$ 626,962</b>
	Design	\$ 39,967
001	General Requirements	\$ 20,083
002	Existing Conditions	\$ -
003	Concrete	\$ -
004	Masonry	\$ -
005	Metals	\$ 44,267
007	Thermal & Moisture Protection	\$ -
009	Finishes	\$ -
021	Fire Suppression	\$ -
022	Plumbing	\$ -
023	HVAC	\$ 507,129
026	Electrical	\$ 15,517
	<b>Concourse B</b>	<b>\$ 6,925,079</b>
	Design	\$ 441,483
001	General Requirements	\$ 277,804
002	Existing Conditions	\$ -
003	Concrete	\$ 529,616
004	Masonry	\$ -
005	Metals	\$ 192,737
007	Thermal & Moisture Protection	\$ 29,864
009	Finishes	\$ 229,578
021	Fire Suppression	\$ 140,595
022	Plumbing	\$ -
023	HVAC	\$ 4,927,765
026	Electrical	\$ 155,637
	<b>Concourse C</b>	<b>\$ 3,214,532</b>
	Design	\$ 204,907
001	General Requirements	\$ 87,272
002	Existing Conditions	\$ -
003	Concrete	\$ 351,402
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ 2,972
009	Finishes	\$ 185,220
021	Fire Suppression	\$ 113,019
022	Plumbing	\$ -
023	HVAC	\$ 2,189,104
026	Electrical	\$ 80,635
	<b>Outline Areas</b>	<b>\$ 3,568,751</b>
	Design	\$ 227,400
001	General Requirements	\$ 174,049
002	Existing Conditions	\$ -
003	Concrete	\$ 483,178
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ -
021	Fire Suppression	\$ 91,491
022	Plumbing	\$ -
009	Finishes	\$ 161,079
023	HVAC	\$ 2,364,890
026	Electrical	\$ 66,663
	<b>Pena Blvd Corridor</b>	<b>\$ 1,976,412</b>
	Design	\$ 125,993
001	General Requirements	\$ 98,496
002	Existing Conditions	\$ -
003	Concrete	\$ 234,051
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ 20,786
009	Finishes	\$ 72,654
021	Fire Suppression	\$ 48,392
022	Plumbing	\$ -
023	HVAC	\$ 1,330,704
026	Electrical	\$ 45,335
	<b>Maintenance Center</b>	<b>\$ 368,123</b>
	Design	\$ 23,455
001	General Requirements	\$ 28,116
002	Existing Conditions	\$ -
003	Concrete	\$ 87,851
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ -
009	Finishes	\$ -
021	Fire Suppression	\$ -
022	Plumbing	\$ -
023	HVAC	\$ 216,277
026	Electrical	\$ 12,424
	<b>Toll Plaza's</b>	<b>\$ 310,961</b>
	Design	\$ 19,810
001	General Requirements	\$ 16,066
002	Existing Conditions	\$ -
003	Concrete	\$ 58,567
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ -
009	Finishes	\$ 13,965
021	Fire Suppression	\$ -
022	Plumbing	\$ -
023	HVAC	\$ 188,803
026	Electrical	\$ 13,750
	<b>South Campus</b>	<b>\$ 2,622,783</b>
	Design	\$ 167,209
001	General Requirements	\$ 174,049
002	Existing Conditions	\$ -
003	Concrete	\$ 336,760
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ -
009	Finishes	\$ 194,172
021	Fire Suppression	\$ 129,164
022	Plumbing	\$ -
023	HVAC	\$ 1,564,685
026	Electrical	\$ 56,743
	<b>ROCIP</b>	<b>\$ 48,000</b>
	<b>TEXTURA</b>	<b>\$ 32,500</b>
	<b>Total Project Fee</b>	<b>\$ 24,286,866</b>

## 10. MWBE UTILIZATION/COMPLIANCE

Burns & McDonnell is a leader in the A/E/C community in diversity. We have demonstrated through our corporate Affirmative Action Policy, hiring practices and inclusive work environment that we recognize the importance and the value of creating a diverse, high-performing workforce that reflects the communities we serve by eliminating barriers to equal opportunity. These policies and attitudes extend to our trade partners, subconsultants and subcontractors. So much in fact that in the past 10 years, we have invested over \$2 billion with small and diverse companies on our design and construction projects.

**“Burns & McDonnell doesn’t just go through the motions of having a diversity program. Their commitment is actively and constantly on display in the communities in which they do business.”**

*Kelly Scanlon  
Thinking Bigger Business Media Inc.*

### Diversity is a Core Value

We promote a safe and non-discriminatory contracting practice and actively hire a diverse range of companies. Non-discriminatory clauses are standard in our policy manual and contracting methods.

Burns & McDonnell also has a rich and detailed history of cultivating relationships with the local Denver MWBE community throughout our history of work in Colorado since we opened our local office in the 1980s. As illustrated in previous sections, we can show dozens of projects at DEN with MWBE utilization on a wide variety of design and commissioning projects. Those formed relationships have extended past the walls of DEN into joint work at Buckley Air Force Base, Fort Carson and even with clients that do not require MWBE participation, such as Greenwood Village.

This project will also include subcontractor MWBE participation for the actual construction work, nothing new for our construction design-build group at Burns & McDonnell. **The combination of design and subcontractors assembled will allow our team to exceed the overall 25% MWBE participation goal by almost 5%.** The following table summarizes the estimated percentage of work to be completed by the applicable MWBE participation for this proposal.

Trade Partner	Scope	% of Contract Value
Group14	Commissioning	0.8%
SAN Engineering	Structural Engineering	0.4%
SynEnergy	MEP Engineering	1.0%
PK Electrical	Electrical Engineering	0.9%
Latcon	Concrete, Thermal Protection & Finishes	13%
LEI	Controls Subcontractor	4.1%
Reliant Energy Systems	Mechanical Construction Support	1.6%
Construction Supply Services	Mechanical Construction Materials	7.6%
North/Western Electric	Electrical Construction Support	0.2%
American Industrial & Construction Supply, Inc.	Electrical Construction Materials	0.1%
<b>TOTAL</b>		<b>29.7%</b>

This list is the anticipated list of City and County of Denver-certified MWBE firms that we plan on utilizing for this project. We may make adjustments if necessary, to meet the demands for this project, adding firms when necessary through community outreach and other means, constantly striving to better our team and impact to the community.

### **Firm profiles can be found in Section 6.**

**DSBO/ MWBE Management Team** | Jamie Triplett, our dedicated DSBO Coordinator, will actively monitor our task orders to verify we meet our established goals with our partners. Jamie will document and manage our MWBE utilization and meet with Terence, our construction manager, and Aurom, our design manager, regularly to confirm our goals are being met and documented. Topics of the regular meetings will include:

- ▶ Safety Coordination & Requirements
- ▶ Communication Protocols
- ▶ Upcoming Critical Coordination Items
- ▶ Updates to Project Progress and DEN Expectations/Needs
- ▶ Schedule Updates
- ▶ Payment Applications & Approvals (Adhering to City' Prompt Pay Ordinance)
- ▶ ROCIP Updates
- ▶ Areas for Improvement/Problems – including any potential discussion on trade partner removal
- ▶ DSBO Requirement Self-Check - process where we self-check our program against DEN's DSBO procedures
- ▶ Monthly Report Generation – meeting to discuss updates needed to each monthly report to DEN on our utilization plan, DSBO requirements, current certified firms, payment applications, progress to date and more.

Meeting notes will be distributed to downstream design and construction teams to foster involvement and a teammate mentality. Open, two-way communication is encouraged in this plan.

**Small Business Initiatives** | Burns & McDonnell will be an active participant with small business initiatives including bonding assistance and mentoring programs. Our major trade partners, Troutman & Shreve and Intermountain Electric, both have histories of mentoring MWBE contractors. That will continue under this contract.

**MWBE Opportunity Tracking** | We have already expended a great amount of time working with all our subconsultants and subcontractors to find the best project possible for DEN airport. However, our work is not done. We practice continuous improvement at Burns & Mac and will bring that mindset to your project. Constantly looking for ways to improve processes, shorten construction durations, improve precautions for safety issues, and subcontractor involvement. Bids, invitations and our pool of bidders will be maintained, tweaked and researched for areas of improvement, with records kept for future reference.

Our construction group maintains a pre-approved list of construction vendors in the area that have been pre-qualified on a number of fronts: safety record, financials, work history, work experience, past Burns & McDonnell experience, DEN experience, etc. The opportunities that have emerged from this R-22 effort were solicited in a fair and non-discriminatory manner. Each potential sub was vetted against strict criteria based upon a scope of work and bid documents.

**Good Faith Efforts** | While we firmly believe we have established an essential team of MWBE partners to fulfil the requirements of this project, should we have to initiate a Good Faith Effort to justify our shortcomings on utilization, we are fully prepared to document our effort.

**Diversity/MWBE Project Examples** | Section 7 highlighted many of our prime examples of successful projects at DEN with large MWBE utilization.

# APPENDIX A RESUMES

## HVAC R-22 REFRIGERANT REPLACEMENT PHASE II



# TERENCE ARREDONDO

## Program Manager

Terence is a construction project manager with over 25 years of construction experience and knowledge, including multiple years of large program work, critical and secure environment work, and commercial construction.

### Multiple Projects | Denver International Airport

*Constructability package reviewer* for several Burns & McDonnell design projects at DEN on our On-Calls.

### Confidential Design-Build Project | Confidential Aerospace Client

#### Confidential Location

*Construction project manager* who assisted with a client's corporate reorganization of production and operations. The project consisted of repurposing 78,000 SF of empty warehouse space into manufacturing space and the construction of a new 12,500 SF testing facility. The project schedule was paramount to meet a spacecraft launch date. The design-build project included construction of manufacturing clean rooms, office space, meeting rooms, support spaces and a new substation. Design and construction on the client's secure site included site excavation, structural steel, concrete, fire alarm, fire protection, piping, HVAC equipment (RTUs and AHUs), building automation controls, electrical power & commissioning. New installations had to be coordinated to minimize impact on client's existing production schedule and occupied building. Terence served as the program's construction manager and supervised the onsite Construction Management team, responsible for safety, cost & schedule management, subcontract management, change management, quality control, start-up, commissioning, and closeout.

### HVAC System Upgrade | Unilever N.V.

#### Covington, Tennessee

*Construction project manager* for the installation of an ammonia based chilled water-cooling system. This sustainability project allowed the client to provide cooling without using water from an existing well. The design-build project included equipment installation, ammonia and chilled water piping, electrical power & controls, and the removal of the existing cooling equipment and piping. Terence also oversaw the Quality Control program associated with the installation of the ammonia piping. New installation had to be coordinated to minimize impact on client production schedule. Terence's responsibilities included schedule management, subcontract management, management of change orders, and closeout.

### Manufacturing Facility Projects | Confidential Defense Contractor

#### Confidential Location

*Construction project manager* for a client's defense aircraft production facilities (multiple). The projects consisted of renovations and expansions within the client's campus. The facilities include office space, critical data centers, specialty test facilities and secure manufacturing buildings, each requiring extensive coordination. The design-build projects included re-roofing above sensitive data centers, refurbishment of an existing hangar to accommodate the client's new production needs, and a specialty test facility to allow ground testing of aircraft engines. The project also included specialty utility requirements unique to the military aviation industry. All construction was on the client's secure site requiring extensive pre-qualification of all subcontractors and individuals working on the site. Systems include site utilities, structural steel, concrete, fire alarm, fire protection, epoxy floor systems, underground piping, HVAC equipment, mechanical systems, overhead cranes, and electrical power & controls. Terence and supervised the onsite Construction Management team, whose responsibilities included construction safety, cost & schedule management, subcontract management, change management, quality control, start-up, commissioning, and closeout procedures.

## EDUCATION

- ▶ Coursework in Construction Management

**17** YEARS WITH BURNS & MCDONNELL

**25** YEARS OF EXPERIENCE

# JIM ROSICK, PE, LEED AP

## Engineering QA/QC

Jim is responsible for the Aviation & Federal business unit. His duties include department management, project management, design, and his experience ranges from central utility plants to aviation facilities and to industrial facilities.

### Midfield Satellite Concourse | Los Angeles World Airports

Los Angeles, California

**Project lead** coordinating the activity of the various terminal engineering disciplines, including mechanical, electrical, fire protection, special systems, ramp services, fueling, acoustics, lighting, etc. Responsible for communication between designers and the client, as well as achieving schedule for the engineering disciplines. The Burns & McDonnell services, working under Corgan - in association with Gensler, included Special Systems, Commissioning, Ramp Services, Fueling, Systems Integration, and Engineering Design Management services. The Midfield Satellite Concourse is an approximately 900,000 sqft facility, which adds 11 new international gates to LAX (with plans for 9 more in the future).

### East Plant Chillers #2 and #3 Replacements | St. Louis Lambert International Airport

St. Louis, Missouri

**Project manager and lead mechanical engineer** on the replacement of a 1,300-ton centrifugal chiller in an active plant at St. Louis Lambert International Airport. Jim and the Burns & McDonnell team had designed a replacement for Chiller #2 in STL's East Plant in 2016, and subsequently was reelected to perform the design for Chiller #3 in 2018. The replacement of Chiller #3 also included an update to the airport's campus-wide AFT Fathom chilled water system hydraulic model, as well as a conversion of the entire chilled water plant from primary-secondary pumping to primary-only pumping. These modifications resulted in an energy saver rebate from the local electric utility, Ameren.

### Concourse D West HVAC Replacement | Port of Portland, Oregon

Portland, Oregon

**Project manager** with the skylight rehabilitation and HVAC replacement for Concourse D West at Portland International Airport (PDX). The concourses at PDX have an extensive skylight system to enhance passenger comfort in an often-overcast region of the country. The skylight system at Concourse D West (international concourse) is one of the oldest at the airport and was not constructed to the same standards as the more modern systems. As a result, the existing system allowed excessive heat into the space, overwhelming the HVAC system, and causing the airport's central cooling plant to be activated more often than necessary. Jim's team (including three local subconsultants) designed and commissioned a new skylight rehabilitation and a new HVAC system to correct the problems and bring Concourse D West into alignment with the rest of the airport.

### H&R Plant Replacement Of Chillers 1 To 5 And South Cooling Tower Upgrade | O'Hare International Airport

Chicago, Illinois

**Lead engineer** for the 2013-14 replacement of chillers #1,2,3,4, and 5 in the main Heating & Refrigeration plant. These chillers each produce 4,000-4,500 tons refrigeration capacity and serve the entire O'Hare terminal complex.

## EDUCATION

- ▶ BS, Mechanical Engineering

## REGISTRATIONS

- ▶ Certified Commissioning Authority (MO)
- ▶ LEED Accredited Professional
- ▶ National Council of Examiners for Eng/Surv (OH)
- ▶ Professional Engineer (CA, IL, KS, TN)

**14** YEARS WITH BURNS & MCDONNELL

**21** YEARS OF EXPERIENCE



# KYLE HEFFERN

## Construction QA/QC

Kyle Heffern is a construction coordinator and construction manager whose strategic specialization is in full Engineer-Procure-Construct (EPC) projects with an emphasis in aviation. Key roles and responsibilities have included: safety program implementation, developing proposals for clients, soliciting bid pricing, construction scope write-ups, developing estimates for proposals, executing subcontract agreements, change management, RFI management, meeting management, subcontractor management, subcontractor relations, Client relations, project pursuits, and quality enforcement.

### EDUCATION

- ▶ BS, Civil Engineering

7 YEARS WITH BURNS & MCDONNELL

7 YEARS OF EXPERIENCE

### Braniff Centre Aviation | CLT Aviation

Dallas, Texas

**Assistant construction manager** for a 120,000 SF existing hangar facility renovation and construction of 2 new 7,000 SF Fixed-Based Operator facilities (FBO). The existing hangar facility at Dallas Love Field was previously owned and operated by Braniff International Airways. The building is a registered Texas Historical Landmark and the existing structure was to remain intact. Burns & McDonnell removed and replaced the existing exterior metal panel and roof. The interior of the hangar facilities was brought up to code with a new electrical, mechanical, plumbing, fire suppression, fire alarm, and high build epoxy flooring system. The existing space between the 2 hangar facilities was converted into an asphalt parking lot with landscaping and irrigation systems. One of the two new FBO's were finished on the interior with high end finishes and marble imported from Italy.

### Building Expansion | Confidential Defense Contractor

Confidential Location

**Assistant construction manager** for a new 30,000 SF support building expansion to an existing 100,000 SF building. This new building was an expansion to support a mission critical activity during ramp up to full rate production. The new building expansion has a metal panel exterior skin and standing seam metal roof. The interior included fire suppression, fire alarm, hydraulics, CAS system, and a polished floor. Aircraft scales were installed and imbedded in the concrete floor with foundations over 8' deep.

### Building 4 Enhancements | Confidential Defense Contractor

Confidential Location

**Construction coordinator** for enhancements and upgrades to the existing Building 4 facility. Building 4 is a large assembly line currently servicing production. The aging concrete and utilities needed to be replaced to support production. Burns & McDonnell installed temporary construction measures in the active plant including plastic to roof deck, wood temporary panels and an exhaust fan on the roof to maintain a negative pressure in the work area. Scope included to demolish and replace existing concrete with 18"-24" reinforced structural concrete. The existing utilities in the areas were removed and installed underground. Utility pits were installed within the concrete with access to domestic water, compressed air, hydraulics, and electrical.



# TODD SOILEAU

## Safety Manager

Todd has over 26 years of experience in all aspects of industrial safety and health management. He is also experienced in areas of construction, including civil, structural, piping, welding, electrical, scaffolding, insulation, and maintenance operations. Todd will serve as the safety manager, overseeing the entire safety program for this design-build project.

### REGISTRATIONS

▶ OSHA 30-Hour

**12** YEARS WITH BURNS & MCDONNELL

**26** YEARS OF EXPERIENCE

### Confidential Project | Confidential Aerospace Client

#### Confidential Location

**Site safety manager** responsible for managing and leading the safety program for this multi-contractor effort. Todd, working in concert with Terence on this project, pre-qualified subcontractors, wrote the site specific safety & health plan, trained each subcontractor on our expectations for site safety, filled out weekly safety reports for internal and Client reporting and more. This project utilized over a dozen trades and at peak construction, employed over 200 personnel on site.

### Fayetteville Expansion Project

#### Southeastern United States

**Safety manager** for a new packaging department and process line for a confidential snack food client. The team created a new 19,200 SF roof penthouse for packaging by raising the existing roof and created a new two-story, 20,000 SF office building. Other significant relocations included, existing offices, maintenance shop, parts storage, and film storage.

### The Maine Power Reliability Program | Central Main Power Company

#### Maine

**Site safety manager** for managing the safety program for the largest T&D upgrade project in the history of the northeast region of the country. Over 18 contracting companies and 1,400 employees were involved in constructing six electrical substations and 1,200 miles of transmission and distribution lines.

### Pala Interstate

#### Baton Rouge, Louisiana

**Safety manager** responsible for all aspects of managing the safety and health program for a worksite with over 130 employees. Site activities included primarily pipe fitting and welding, with minimal civil and painting operations.

### Hydrocracker | Valero

#### Meraux, Louisiana

**Site safety manager** responsible for the development and management of a multiphase project, adding a hydrocracker reactor in an existing operating facility. The construction included all aspects of civil, structural, electrical, and mechanical work, including a 9-month pre-turnaround phase and a 3-month turnaround in which peak manpower reached 1,500 employees.

### Indian River AQCS | NRG

#### Dagsboro, Delaware

**Site safety manager** responsible for overseeing the implementation of the safety program on a retrofit to an existing 450 MW coal fired unit. Manpower peaked at over 600 employees while constructing a new SCR, circulating dray scrubber/pulse jet fabric filter, ID fans, ductwork, ID fans, product storage systems, transformers, and all related balance of plant upgrades.

# AUROM MAHOBIAN, PE, LEED AP

## Engineering Manager

Aurom is a project manager and mechanical engineer with extensive experience in project management, aviation projects and mechanical designs. His specialized technical experience includes HVAC projects, piping design/layout, pumps, valves, and controls. As project manager, he understands the importance of scope definition and schedule/budget management. Aurom started his career at Burns & McDonnell by working on DEN project. To date, he has worked on over 25 projects at DEN, helped with multiple master plans, countless designs, and knows the intricate details of working at active airports.

### R-22 Replacement Study | Denver International Airport

Denver, Colorado

**Mechanical lead** to provide the necessary analysis for the recommendation for the replacement of HCFC-22 (R-22) in all HVAC equipment throughout the airport. This master plan is the primary reason the current R-22 project is being undertaken. The project consisted of reviewing potential refrigerants and their impact on existing equipment. Gathered information on EPA regulations, determined the maintenance requirements and performance impact of replacement refrigerants on existing equipment, and developed recommendations for the future. Report recommended the replacement of R-22 rooftop/split systems slated for replacement in this project.

### Terminal Air Handler Upgrade | Denver International Airport

Denver, Colorado

**Project manager** for during final phases of construction. Aurom was the lead mechanical engineer and assistant project manager for this project during design, which converted the air handling units serving the main Terminal at DIA from constant speed to variable frequency drives. This project entailed removing the 24-existing constant-speed, variable-pitch vane axial fans and replacing them with new, constant-pitch, variable speed fans with high-efficiency motors and VFDs.

### North Terminal HVAC | Denver International Airport

Denver, Colorado

**Project manager** during final phases of construction. Aurom was the lead mechanical engineer and assistant project manager for this project during design. The intent of this project was to replace the existing air modulation system that serves the Terminal Building at DIA. The current system consists of inlet vanes at the inlets to the fans. The intended replacement system will incorporate the use of variable frequency drives (VFD) on the fan motors. Rebate forms will be submitted to Xcel Energy for applicable energy upgrade rebates.

### Multiple Projects | Denver International Airport

Denver, Colorado

**Various roles** for several Burns & McDonnell design projects at DEN.

## EDUCATION

- ▶ BS, Mechanical Engineering

## REGISTRATIONS

- ▶ LEED Accredited Professional
- ▶ Professional Engineer (CO, WA, WY)

**12** YEARS WITH BURNS & MCDONNELL

**12** YEARS OF EXPERIENCE



# JOE FABER, PE

## Lead Electrical Engineer

Joe has a strong background in electrical power, control, instrumentation, and lighting system design in commercial and industrial facilities. His experience includes system layouts, electrical one-line, electrical three-lines, electrical wiring diagrams, electrical schematics, lighting, and control system design. Responsibilities have included load flow, short-circuit & arc-flash studies, development of electrical schematics, wiring diagrams, cable tray and conduit plans, grounding plans, general arrangement plans and elevations, material lists, lighting layout, illumination studies, electrical power studies, panel layouts, communication systems, loop drawings, cable schedules, instrument lists, cause and effect, and equipment and cable specifications.

### Pritchett Booster Station Starter Replacement | Phillips 66

Pritchett, Colorado

**Project team** for the booster station replacement. The Pritchett Booster Station had unreliable starters that could have potentially interrupt services. To improve reliability, the starters were replaced with new straight-line starters. These were linked to the existing legacy PLC system. Burns & McDonnell was responsible for design and procurement of the various components involved with this project.

### Borger Products Terminal Denver and Amarillo 8" Starter Replacement | Phillips 66

Borger, Texas

**Lead electrical engineer** responsible for replacing existing 2.4kV starters for 2, 500HP Motors and 2, 600HP with new. Design included overhead, transformer, Electrical distribution building, Medium voltage load interrupter switchgear phasing design and implementations. The project also included rerouting of the aerial 12.5kV distribution system to improve safety within the terminal. A new Allen Bradley ControLogix PLC control panel was designed to monitor and control the medium voltage starters and communicate with existing systems.

### WT10 Odessa Engine Replacement | Phillips 66

Odessa, Texas

**Project team** for the existing NGL Engines are to be replaced with 2 1500HP, 4.16kV product booster electric pump on a new MV VFD. Burns & McDonnell prepared long lead procurement packages for the new electrical equipment enclosure to house the new Rockwell medium voltage drives and control equipment; new 4000kVA, 12.47kV-4.16kV and 150kVA, 12.47kV-480Y/277-volt pad mounted transformers; and 4.16kV medium voltage load interrupter switchgear.

### Digester Complex Upgrades, Williams Monaco Wastewater Treatment Facility | South Adams County Water and Sanitation District

Henderson, Colorado

**Lead electrical engineer** responsible for designing plant electrical, control, and instrumentation for the west side wastewater treatment plant. Major components of the electrical design included new utility service, switchgear, upgraded generator and automatic transfer switches, re-feeding existing electrical systems to remain, various control system. Responsible for the entire electrical design and physical layout including power plans, one-line diagrams, control & instrumentation plans, instrument list, schematics, control system I/O list, P&IDs, general electrical specifications, and construction phase activities.

## EDUCATION

- ▶ BS, Electrical Engineering

## REGISTRATIONS

- ▶ Professional Engineer (CO, OK, WY)

**7** YEARS WITH BURNS & MCDONNELL

**14** YEARS OF EXPERIENCE

# LAURA SHOCKLEY, PE, RA

## Electrical Engineer

Laura Shockley has a unique experience that spans both worlds of architecture and engineering, providing her with a complete knowledge overview of a building's form and function. Her education and experience have provided her with the insight of the marriage between good architectural space and its functional engineered systems. In addition, she holds a Masters' in Engineering Management which adds business knowledge to her skill set, making her a well-rounded asset to any client in the building design and construction industry. Beyond having a well-rounded knowledge of all building systems, her focus and expertise are in the field of electrical engineering.

### Master Utility Plan - Central Utility Plant | Denver International Airport

Denver, Colorado

**Lead electrical engineer** to analyze DEN's Central Utility Plant (CUP) to provide informed proposed options for future expansion of their hot and chilled water systems used to heat and cool large volumes of the airport facilities. The study included existing system performance, load growth, economic analysis, and some advanced technology options for the airport to consider. Reviewed and provided recommendations for the existing electrical services to the CUP, including the redundancy requirements of N+1 for system reliability. Included all implications to the electrical system for each option and load growth concerns.

### Confidential Design-Build Project | Confidential Aerospace Client

Confidential Location

**Lead electrical engineer** for Burns & McDonnell's design/build contract to repurpose 78,000 SF of warehouse space into an ISO-9 level clean room fabrication, testing, assembly, and final manufacturing space for flight hardware as well as construction of a new 12,500 SF high-bay for three large anechoic RF test ranges. Coordinated the electrical engineering of a new medium voltage substation to power the facilities. Design included extensive electrostatic grounding systems for sensitive material handling, SCIF spaces, and power distribution to specialty satellite testing equipment and thermo-vacuum chambers. Met client's face-paced design and construction schedule for several space turn-over dates. Substation start-up procedure included zero down-time for existing power distribution system.

### American Airlines Rebranding Program | Colorado

Denver, Colorado

**Architect and lead electrical engineer** to manage the Rebranding Program that included 224 cities and international locations as well as the design efforts that included 132 locations nationwide. Completed all rebranding program work within eight Colorado airports including Denver International Airport (DEN), Colorado Springs Airport (COS), GUC, GJT, MTJ, DRO, EGE and HND in Colorado. Performed site survey, design document production, permitting, construction administration, and final project close out. Met all deadlines, became familiar with airport management staff and their design regulations, and closed out several construction administration efforts by coordinating work with the contractors and airport staff.

### Warehouse Rehabilitation | Western Area Power Administration | Bureau of Reclamation

Denver, Colorado

**Lead electrical engineer** who collaborated with WAPA and the BOR to repurpose an existing historical warehouse into 15,000 square feet of dual occupied offices, workshops, and training spaces.

## EDUCATION

- ▶ Bachelor of Architecture
- ▶ BS, Architectural Engineering
- ▶ MS, Engineering Management

## REGISTRATIONS

- ▶ Licensed Professional Engineer (KS & CO)
- ▶ Registered Architect (KS & CO)

**7** YEARS WITH BURNS & MCDONNELL

**16** YEARS OF EXPERIENCE

# JOSH FOERSCHLER, PE, CEM, LEED AP O+M

## Instrumentation and Controls Lead

Josh specializes in project management, work in existing buildings, energy efficiency/controls and business development. His past experiences include energy efficiency designs and controls upgrades across numerous industries (aviation, aerospace, industrial, commercial), energy & utility master plans, commissioning and more.

### DEN Concourse Expansion Program – Commissioning Authority | Denver International Airport

Denver, Colorado

**Program manager** for Burns & McDonnell's teaming with Group 14 Engineering to act as Commissioning Authority for the western gate expansion (all new construction) at Denver International Airport. This contract will oversee and perform all related commissioning activities from the gate expansion project and will include: HVAC systems, controls, fire alarm, smoke evacuation, pumping system, pre-conditioned air units, jet bridges, passenger escalators/ elevators, lighting controls and more.

### Denver International Airport Experience

Denver, Colorado

**Various Roles at DEN, Project manager and lead mechanical engineer:**

- ▶ Terminal Air Handler Upgrade – Design to modify Terminal's 24 existing AHUs to variable flow (ME)
- ▶ North Terminal HVAC – Design to modify North Terminal existing AHUs to variable flow (ME)
- ▶ Central Plant Controls Upgrade – Design to overhaul the Building Automation System in DEN's central utility plant (PM)
- ▶ Consolidated Material Handling Facility Study – Study to determine the viability of a centralized and consolidated material handling facility (PM)
- ▶ CUP Chiller 1-3 Replacement – Detailed design for the replacement of Chillers 1, 2 & 3: 12,450 TR (ME)
- ▶ CUP Boiler 2 Detailed Design – Procurement package and detailed design for Boiler 2 and ancillaries (ME)
- ▶ CUP Boiler 2 Schematic Design – Detailed analysis and schematic design for Boiler 2 replacement (PM)
- ▶ CUP Modernization Project, Ph1 – Modernization & Utility Master Plan for CUP HW System (PM)
- ▶ CUP Modernization Project, Ph2 – Modernization & Utility Master Plan for CUP CHW/Elect System (PM)
- ▶ CUP Boiler 5 Design – Detailed design for the backup Boiler 5 installation (PM)
- ▶ Hydronic Systems Optimization – Design to modify plant & system for variable secondary pumping (ME)
- ▶ CUP Chiller 4 Replacement – Detailed design for the replacement of Chiller 4 with 4a & 4b: 5,000 TR (ME)
- ▶ Central Plant Chiller Addition – Evaluation of a chiller addition to the existing Central Plant at DEN (ME)

### Central Plant Controls Upgrade | Denver International Airport

Denver, Colorado

**Project manager** for Burns & McDonnell for a joint project between Johnson Controls, Inc., and Optimum Energy to overhaul the Building Automation System in DEN's central utility plant. BMcD scope entails VFD and premium motor installations, assistance with operational sequences, and detailed engineering design. This project will include chilled water optimization that uses patented integrated software and cloud computing to optimize customers' chilled water systems to adjust operating parameters automatically and continuously to lower energy usage, reduce carbon emissions and significantly lower operating expenses. Responsibilities include overall project management, coordination with other design firms, suppliers and Client and preparation and sealing of the design drawings.

## EDUCATION

- ▶ BS, Mechanical Engineering

## REGISTRATIONS

- ▶ Professional Engineer (CO, KS, UT)
- ▶ Certified Energy Manager (CEM)
- ▶ LEED AP O+M

**18** YEARS WITH BURNS & MCDONNELL

**18** YEARS OF EXPERIENCE

# JOE JORDING, EIT

## Instrumentation & Controls

Joe Jording has experience in control system engineering including development of P&IDs, network architecture diagrams, IO and instrumentation lists, wiring diagrams, digital and analog logic diagrams, physical cabinet arrangements, specifications, and field commissioning including calibration of level detection, vibration monitoring, pressure, temperature, flow, analytical instruments and speed devices. Lead instrumentation and controls engineer on 2019 CHP project of the year at the University of Alaska at Fairbanks.

### Franklin Heating Station Boiler Replacement | Mayo Clinic

Rochester, Minnesota

*Staff instrumentation and controls engineer* assisting with design development and transitioning to construction phase. Vendor document review, cable schedule updates, RFIs and ESIs.

### Tampa General Hospital Boiler Plant Expansion | Tampa General Hospital

Tampa, Florida

*Lead instrumentation and controls engineer* designing the main plant control system for a three-boiler and four-reciprocating engine expansion plant.

### CSU Drake ELG Ash Water System\* | Colorado Springs Utilities

Colorado Springs, Colorado

*Control systems engineer* assisting in the specification of instrumentation, development of control narrative, 10 list, and loop diagrams.

### Emerson-Bradley Lake Control System Upgrade\* | Emerson Process Management Power & Water Solutions

Homer, Arkansas

*Control systems engineer* responsible for assisting with the development of 10 lists.

### Boiler 8 Upgrades\* | Confidential Client

Abbott Park, Illinois

*Project team* for boiler upgrades. Client provides steam to their facility using various boilers. Boiler 8 in Building required various upgrades including the addition of an economizer and controls improvements. Boiler 8 is a natural gas-fired steam boiler rated to deliver 75,000 pounds per hour of steam at 350 psig. The unit was originally designed to fire either fuel oil or natural gas; however, the site did not currently use fuel oil and client requested the fuel oil supply piping be removed as part of the project. The boiler utilizes a single dual-fuel burner, designed to fire either oil or natural gas. The work included an addition of an economizer located at the boiler discharge, modification of the forced draft fan controls to include a variable frequency drive, including the replacement of the 100hp motor.

### NCWCD-P&ID Development Farr & Willow Creek Pumping Stations\* | Northern Colorado Water Conservancy District

Colorado

*Control systems engineer* responsible for developing P&IDs, Analog Signal Loop Drawings, and 10 Lists for multiple facilities including pump plants and water transmission facilities.

\*Denotes experience prior to joining Burns & McDonnell

## EDUCATION

- ▶ BS, Energy Systems (Mechanical) Engineering

## REGISTRATIONS

- ▶ Engineer-In-Training (WY)

**1** YEAR WITH BURNS & MCDONNELL

**9** YEARS OF EXPERIENCE



# NICK SUHR, EIT

## Instrumentation & Controls

Nick Suhr is a mechanical engineer and has supported a variety of projects including multi-disciplinary greenfield design, instrumentation and controls retrofits, utility master plans, and control system logic reviews. These projects have been related to campus-style district energy, industrial steam and chilled water generation, and program level projects. His design experience includes logic design, DCS graphics design, BAS system design and instrument specification. In the field, he has performed field verification, electrical troubleshooting, construction support.

### CUP Crawlspace Study | Denver International Airport

Denver, Colorado

*Assistant mechanical engineer* for an investigative study of the crawlspace area underneath the DEN Central Utility Plant. The project consisted of a detailed study of the ventilation, drainage, piping, and structural systems within the crawlspace and a confined-space-entry site investigation to document the condition of these systems and recommend further repairs. The team coordinated closely with the Denver Fire Department, DEN Safety, and BMcD Safety to develop a detailed safety plan and acquire the entry permit. Photographs and a Matterport 3-D scanning system were used to capture key areas of the crawlspace and compiled into a detailed exhibit showcasing the structure, ventilation, piping, and drainage systems in need of repair. Nick was responsible for developing the safety plan and permit application, performing field investigation, and drafting the study documents.

### Confidential Client | Utilities Infrastructure Expansion

California

*Assistant mechanical engineer* for utility infrastructure expansion at confidential DOD client in California. The project consists of upgrades to central plant and distribution infrastructure to support new construction and process expansions. Responsible for the plant sequence of operations and assisted in schematic design and analysis of control systems.

### Natural Gas Fired Steam Facility Design & Construction Holston Army Ammunition Plant

Kingsport, Tennessee

*Assistant instrumentation and controls engineer* for the new \$99.4M Natural Gas Fired Steam Facility at the Government-Owned, Contractor-Operated (GOCO) Holston Army Ammunition Plant (HSAAP).

### Water Redirection and Wastewater Treatment Programs | Duke Energy

Various Locations

*Assistant instrumentation and controls engineer* for a program of greenfield stormwater redirection systems and wastewater treatment systems to help Duke Energy meet EPA CCR/ELG requirements at nine coal power plants.

### Newman Generating Station, Instrumentation Upgrade Design | The El Paso Electric Company

*Assistant instrumentation and controls engineer* for a \$650K instrument panel upgrade design to replace original pneumatic Combustion Turbine Controls for incorporation into a plant DCS at Newman Unit 4.

## EDUCATION

- ▶ BS, Mechanical Engineering

## REGISTRATIONS

- ▶ Engineer in Training (MO)

**3** YEARS WITH BURNS & MCDONNELL

**3** YEARS OF EXPERIENCE



# JEFF EASTON, PE, CEM, LEED AP

## Lead Mechanical Engineer

Jeff Easton leads a group of engineers responsible for some of our largest HVAC projects in the region. Jeff has focused his career on aviation projects, large campus programs, major HVAC projects, design-build projects and overall campus design standards. His project list includes utility master plans, RTU/chiller/boiler upgrades, energy modeling, piping distribution projects, piping standards and more.

### Industrial On-Call Program | Denver International Airport

Denver, Colorado

**Project manager** for our Industrial On-Call program at DEN. Burns & McDonnell has been involved at Denver International Airport since the airport was in its the early planning stages. We continue to do work for the airport, including projects for the terminal, concourses, airport office building, central utility plant, outlying buildings, parking garages and more. Projects include a wide range of services including planning, design, construction phase services and commissioning. We are a trusted program partner for the airport.

### R-22 Chiller Replacement | Denver International Airport

Denver, Colorado

**Project manager** for the replacement of the chiller fleet and supporting equipment within the central utility plant at Denver International Airport. The project consists of demolition of the existing equipment, investigation of a long-term refrigerant solution, analysis to determine the optimum equipment configuration, and detailed design of a new 15,000-ton chilled water production system. Based on the critical nature of the loads and requirement for no outages or downtime over the entire plant renewal, our team developed detailed phasing plans to provide the installing contractor with step-by-step recommendations on the execution and phasing of the construction process.

### Boilers 1, 3, 4 Replacement | Denver International Airport

Denver, Colorado

**Project manager** for phase 2 of the boiler replacement project consisting of demolition of the remaining legacy boiler assets and complete build-out of the new heating system at Denver International Airport. Building on the previous boiler replacement project, the team provided design and construction support services for five (5) new 20 MMBtu high temperature hot water boilers as well as supporting equipment, controls, and flue stacks. The design includes construction phasing recommendations and controls upgrades to ensure a seamless transition without significant impact to plant operations.

### Denver International Airport | Boiler 2 Replacement

Denver, Colorado

**Project manager** for the replacement of the failed Boiler #2 heating water capacity within the central utility plant at Denver International Airport. In addition to typical design and construction support services, the project also consisted of a preliminary programming phase to survey the high temperature boiler market, establish performance criteria, and investigate the existing facility's space and structural limitations. To meet the proposed schedule, our team also developed an early equipment RFP and assisted the Owner with pre-purchase of the boilers and other long-lead equipment.

## EDUCATION

- ▶ BS, Mechanical Engineering

## REGISTRATIONS

- ▶ Professional Engineer (CO, OR, AZ, CA, ID, TX)
- ▶ Certified Energy Manager (CEM)
- ▶ LEED Accredited Professional

**10** YEARS WITH BURNS & MCDONNELL

**16** YEARS OF EXPERIENCE



# MOLLY THIEBAUT, PE

## Mechanical Engineer

Molly Thiebaut is a mechanical engineer with experience in varying roles and capacities. She has produced engineering documents, final design drawings, and specifications for multiple projects. She served as a field engineer for 1.5 years on one of her projects. She is now leading and mentoring mechanical design teams to complete submittals and project deadlines.

### CUP R-22 Upgrade | Denver International Airport

*Assistant mechanical engineer* for an upgrade to the chiller plant at Denver International Airport. Responsible for the design of the HVAC for the new Electrical room replacing the Chemical Storage room and for the hydronic pump selection and piping design to new air handlers serving the interior electrical rooms. Selected a roof top packaged DX unit to serve the exterior electrical room utilizing existing natural gas and roof curbs. Base mounted chilled water pumps were selected to serve 3 Air handling units (1 existing and 2 new). Developed the piping route and coordinated with existing pipe location to determine the best locations for tie-in to the chilled water main pipe headers.

### Icehouse Upgrade | Denver International Airport

*Assistant mechanical engineer* for a Type I and IV glycol tank replacement for the deicing fill stations at the airport. Developed construction drawings and coordinated with multiple subcontractors to design the tank replacement. Selected nozzle locations, hoses, couplers, camlocks, and metering equipment in accordance with DEN specifications and TYPE IV glycol properties. The Type I glycol tanks meters were replaced with a PACI-003 Display Counter.

### Confidential Design-Build Project | Confidential Aerospace Client

*Assistant mechanical engineer* for the repurposing of 78,000 SF warehouse to an ISO-9 level clean room fabrication, testing, assembly and final manufacturing space for flight hardware and construction of a new 12,500 square foot high-bay for three large anechoic RF test ranges. This project was performed under a fast-track EPC design contract. Responsibilities on this project were to assist with all mechanical design, including rooftop and air handler designs.

### Relocation and Tenant Improvement | Crystal Packaging, Inc.

*Staff mechanical engineer* for the retrofitting of an existing warehouse facility to provide new a new 30,000 SF production area for Crystal Packaging windshield wiper fluid manufacturing. The HVAC design consisted of new air handlers for new offices within the warehouse space and a makeup air unit and roof top exhaust fans for the ventilation required for hazardous chemicals in the production area. The process design consisted of a general arrangement drawing for 10 tanks, a production line, 2 packaging lines, blending area, and storage for final products. Designed the process and plumbing requirements for the facility involving the following systems: sanitary, domestic water, non-potable water, compressed air, blending chemicals, natural gas, and containment and testing port for chemicals per AHJ.

### Service Center Expansion | Town of Castle Rock

#### Castle Rock, Colorado

*Staff mechanical engineer* for the retrofitting of an existing facility with new offices and conference rooms and a new 4,000 SF service bay. She led the design of new roof top units for the entire facility as well as the service bay design. The service bay consisted of the following needs at each bay for vehicle maintenance, compressed air, domestic water, lubricants for oil changes, and hose reels for vehicle exhaust. General plumbing and HVAC for the service bay were trench drains, intake louver and exhaust fan system for ventilation, and infrared heating.

## EDUCATION

- ▶ BS, Mechanical Engineering

## REGISTRATIONS

- ▶ Professional Engineer (CO, CA)

**7** YEARS WITH BURNS & MCDONNELL

**7** YEARS OF EXPERIENCE

# CHRIS SANCHEZ, PE, CEM

## Mechanical Engineer

Chris is a mechanical engineer with Burns & McDonnell's office in Denver, leading numerous large HVAC designs. He has experience in design and construction of large campus utility systems for airports, universities, manufacturing facilities, and medical districts. His expertise is in central utility plants, energy distribution, and pipe stress analysis.

### R-22 Chiller Replacement | Denver International Airport

Denver, Colorado

*Staff mechanical engineer* for the design and construction phase services for six (6) new 2,500 chillers to replace and upgrade the existing central utility plant chilling system (R-22 machines). The project will include the addition of chillers, pumps, piping, controls, and detailed phasing plan that will enable the full replacement of the plant capacity while avoiding any plant outages.

### Boiler 2 Replacement | Denver International Airport

Denver, Colorado

*Staff mechanical engineer* for the design and construction phase services for new boiler capacity to replace existing Boiler 2 capacity. The project will include the addition of three 20 MMBtu water tube boilers, pumps, piping, controls, and accommodations for future expansion and conversion to full variable speed pump control.

### Boilers 1, 3, 4 Replacement | Denver International Airport

Denver, Colorado

*Staff mechanical engineer* for phase 2 of the boiler replacement project consisting of demolition of the remaining legacy boiler assets and complete build-out of the new heating system at Denver International Airport. Building on the previous boiler replacement project, the team provided design and construction support services for five (5) new 20 MMBtu high temperature hot water boilers as well as supporting equipment, controls, and flue stacks. The design includes construction phasing recommendations and controls upgrades to ensure a seamless transition without significant impact to operations.

### District Energy Plant Chiller Addition | University of Georgia

Athens, Georgia

*Assistant mechanical engineer* for a chiller addition project at UGA. This project will install a 2,000-ton centrifugal chiller with VFD and all associated balance of plant equipment including a roof mounted packaged cooling tower. Other modifications to the plant include revamping the existing rainwater and RO treatment systems for make-up water, maintenance accessibility changes, refrigerant monitoring system, as well as a detailed evaluation for a chiller VFD retrofit. Full construction administration services will also be completed on the estimated \$5 million project.

### Utility Production Upgrades | Texas A&M University

College Station, Texas

*Assistant mechanical engineer* for the utility Production Upgrade projects involving design and construction administration services. These projects included replacement chillers sized at 2,500 tons (3) and 3,350 tons (2), 1000 BHP of new heating hot water boiler capacity, a new 1,250-ton heat pump chiller, a new 2,500 ton chiller, and a new 3 MG thermal energy storage system. These projects also included upgrades to the cooling towers, pumping, electrical, and building systems. This was a complex, multi-year portfolio of projects which necessitated a focused leadership approach and a high degree of technical skill to properly coordinate over the multi-year timeline.

## EDUCATION

- ▶ BS, Mechanical Engineering

## REGISTRATIONS

- ▶ Professional Engineer (CO, TX)
- ▶ Certified Energy Manager (TX)

**7** YEARS WITH BURNS & MCDONNELL

**7** YEARS OF EXPERIENCE



# ADAM DEGROFF, PE

## Lead Fire Protection Engineer

Adam DeGross is a fire protection engineer with over 16 years of experience who has worked on a diverse range of projects in industry sectors ranging from aviation, military and manufacturing to health care and critical facilities. Adam brings expertise in building code and life safety analysis, fire suppression and fire alarm. He is also experienced in a variety related fire protection topic including hazardous materials, smoke management and commissioning. He brings expertise in application of the NFPA codes and standards including the Life Safety Code, IBC and IFC as well as the UFC and FM Global guidelines.

### Confidential Design/Build Project | Confidential Aerospace Client Confidential Location

**Lead fire protection engineer** for a design-build project to repurpose and expand a warehouse to an ISO-9 level cleanroom fabrication, testing, assembly, and final manufacturing space for flight hardware. Total project size was ~100,000 sq. ft. Responsible for the design for several fire protection and fire alarm packages. Scope included cleanrooms, anechoic chambers, and thermal chambers. Fire protection of the anechoic chambers was one of the biggest challenges for the project. Insurance carrier requirements did not work with the design and function of the chambers. Worked with the insurance carrier representative to find suitable protection that was acceptable to the client, users, and insurance carrier.

### Hays Regional Airport Terminal Expansion and Renovation

#### Hays Kansas

**Lead fire protection engineer** for expansion and renovation of the existing terminal at Hays Regional Airport. The project included a new secure passenger waiting area and renovations to address TSA security screening requirements, accessibility, and other mechanical and electrical upgrades. The fire protection scope of services included construction documents for revisions and expansion of the existing sprinkler and fire alarm systems and construction administration services.

### Concourse G Fire and Code Life Safety Study | Delta Air Lines

#### Minneapolis – St. Paul International Airport (MSP) – Minneapolis, Minnesota

**Lead fire protection engineer** for a code and life safety study for the G Concourse in the Lindbergh Terminal. This study was performed at the request of Delta Air Lines to aid them in addressing fire and life safety concerns from the Metropolitan Airports Commission (MAC) Building Official and MSP Fire Department. The study reviewed the codes and standards applicable to concourse currently and at the time of the last major renovation and provided options and recommendations for bringing the building into code compliance.

### Los Angeles World Airports – Midfield Satellite Concourse

#### Los Angeles International Airport (LAX)

**Lead fire protection engineer** performing design review and commissioning services for the fire and life safety systems for the new concourse, tunnels, and connection gateway in Bradley West Terminal. The terminal includes more than 1.2 million FT on six levels plus a tower; 52,000 sq. ft., four level gateway connection; and two 1,300 ft. tunnels for passenger circulation, utility, and baggage system connections to the existing Bradley West Terminal. Commissioning services include design review, pre-functional and integrated testing and commissioning of the fire and life safety systems.

## EDUCATION

- ▶ BS, Mechanical Engineering
- ▶ MS, Fire Protection

## REGISTRATION/CERTIFICATION

- ▶ Professional Engineer (CO, GA, IA, IL, RI, SD, TX, VA, WV, WY, AL)
- ▶ NCEES Professional Fire Protection Engineer

**10** YEARS WITH BURNS & MCDONNELL

**16** YEARS OF EXPERIENCE

# KARSH PANDEY, PE, SE

## Structural Engineer

Karsh is a civil and structural design engineer with experience in heavy industrial structural, civil, and architectural design and construction services. He has had a wide variety of experience ranging from initial project planning and cost estimating to detailed design of steel, masonry and concrete structures, and site grading. Karsh has worked on several existing facility expansions and is well versed with the challenges that retrofit projects bring. He is proficient with several design software including Revit, AutoCAD, CADWorx and Civil 3D: providing clients with accurate three-dimensional depictions of projects before and after construction.

### Confidential Design-Build Project | Confidential Client

#### Confidential Location

*Design structural engineer* worked on the design of this complex project. Involving the interior restructuring of an existing facility and the design of a new adjacent 78,000 SF high-bay clean room facility. The structural design comprised of interior steel mezzanines and foundations, dynamic analysis and design of foundations supporting vibratory equipment and the design of the steel building with a mechanical penthouse that partially spans above the existing precast building. The repurposing of this existing facility raised multiple retrofitting challenges including designing interior mezzanines with spatial constraints, providing ADA compliant accessibility and complex engineered supports for heavy piping with drastic thermal changes within and above the existing building.

### Maintenance Facility | City of Greenwood Village

#### Colorado

*Structural engineer* who has been working to provide design and construction services for a new maintenance facility for Greenwood Village. This new multi-storied building is being designed to meet LEED Silver certification. Special consideration is being given to exposed steel, concrete and wood framing being designed to the meet the standards of architecturally exposed structural framing. There have been several design challenges considered as part of this project including the demolition of the existing building, the re-use of the existing basement, design of micropile foundations, tying in to an existing adjacent building, and framing for a complicated building geometry.

### Building D Antenna Platform | Buckley Air Force Base

#### Colorado

*Structural engineer* involved the addition of a steel platform supporting antennas located on the roof of an existing, secure building. The design of this project included the vertical and lateral analysis of the existing building moment frames due to additional loading from the new platform, design of the new roof top platform, and the architectural design of the roof penetrations.

### Buckley Air Force Base, B909 Hangar Interior Repair | Colorado Air National Guard

*Structural engineer* involved in the interior redesign and merging of user groups within an existing 45,000 historic hangar. There were several unique design challenges in this retrofit project including SCIF construction in an existing facility, steel and foundation design of a new mezzanine capable of withstanding heavy mechanical equipment, design of a pipe rack system to support hydronic, geothermal, plumbing and data cable conduits, AFB blast design compliance, and demolition and reconstruction of part of the existing hangar roof.

## EDUCATION

- ▶ MS, Civil Engineering
- ▶ BS, Civil Engineering

## REGISTRATIONS

- ▶ Professional Engineer (CO, CA, OR, TX, WA)
- ▶ Professional Structural Engineer (OR)

**6** YEARS WITH BURNS & MCDONNELL

**9** YEARS OF EXPERIENCE



# ADAM SCHNECKLOTH

## BIM Lead

Adam specializes in Building Information Management (BIM) & Computer Aided Drafting (CAD) and has led work on aviation, federal, commercial, campus, mission critical, and production projects. His experience includes building design, generating BIM models to meet client standards, producing bill of materials & 2D construction drawings from the 3D Revit model, clash detection in Navisworks, generating renderings, & coordinating multiple BIM models into one.

### Multiple Projects | Denver International Airport

Denver, Colorado

**BIM coordinator** for airport projects including, but not limited to projects for the terminal, concourses, airport office building, CUP, outlying buildings, parking garages, and more.

### R-22 Chiller Replacement | Denver International Airport

Denver, Colorado

**BIM coordinator** for the replacement of the chiller fleet and supporting equipment within the central utility plant at Denver International Airport. The project consists of demolition of the existing equipment, investigation of a long-term refrigerant solution, analysis to determine the optimum equipment configuration, and detailed design of a new 15,000-ton chilled water production system. Based on the critical nature of the loads and requirement for no outages or downtime over the entire plant renewal, our team developed detailed phasing plans to provide the installing contractor with step-by-step recommendations on the execution and phasing of the construction process.

### Boilers 1, 3, 4 Replacement | Denver International Airport

Denver, Colorado

**BIM coordinator** for phase 2 of the boiler replacement project consisting of demolition of the remaining legacy boiler assets and complete build-out of the new heating system at Denver International Airport. Building on the previous boiler replacement project, the team provided design and construction support services for five (5) new 20 MMBtu high temperature hot water boilers as well as supporting equipment, controls, and flue stacks. The design includes construction phasing recommendations and controls upgrades to ensure a seamless transition without significant impact to plant operations.

### CCB Xcel Transformer Vaults | Denver International Airport

Denver, Colorado

**BIM coordinator** for the HVAC/Plumb analysis and design of eight (8) existing vault rooms containing up to 2,500 kVA transformers. Each room's design includes new ventilation fans, duct, sump pumps, sump pits, piping, drains, drain pans, and controls.

### Confidential Design-Build Project | Confidential Aerospace Client

Confidential Location

**BIM coordinator** responsible for coordinating all design & construction packages in Revit for this fast-track EPC design project.

## EDUCATION

▶ AS, Occupational Studies

**6** YEARS WITH BURNS & MCDONNELL

**16** YEARS OF EXPERIENCE



# ERIC BAHR, PE

## Architecture Lead

Eric specializes in the programming, design and construction of aviation, commercial and industrial projects. His well-rounded experience includes understanding the unique criteria of each facility and working with the users to make sure functional requirements are incorporated. As a design manager and structural engineer, Eric frequently works on projects with aggressive schedules and is skilled in working with stakeholders to streamline the decision-making process. He also brings experience with the design-build delivery method and has worked closely with contractors for cost savings and value-added construction alternatives.

### Central Material Handling Facility | PB Energy Storage Services

Denver, Colorado

**Project manager** for a new 112,000 square feet central airport receiving warehousing facility. This project includes the development and site design of a single-story warehouse for Denver airport concessions that will meet their needs to the year 2030 and beyond. The layout of the facility will manage secure and non-secure areas of the facility and reduce traffic build up for the airport by bringing airport goods off the public route to the airport.

### Relocation Programming Study | United Airlines

Houston Intercontinental Airport (IAH), Houston, Texas

**Design manager** to complete a master plan study of the IAH aircraft MRO campus. The study was driven by the decision to bring narrow body aircraft heavy maintenance shops from Hobby airport to eliminate the split operations at two airports. Multiple sites around IAH were evaluated for parts of the new development. A site was chosen based on scoring against a set of criteria essential to the success of the operation.

### Hangar Expansion Program | Southwest

Phoenix Sky Harbor International Airport, Phoenix, Arizona

**Design manager** for the A/E design and construction administration services. The program includes the demolition and relocation of their GSE and provo facilities to make room for a new two bay hangar, new ramp and striping, renovation and modernization of the existing hangar, shops, and offices, adjacent roadway modifications, and a new 300 vehicle remote parking lot.

### LAX Pump Pad Firewall Project | LAXFuel Corporation

Los Angeles International Airport (LAX), Los Angeles, California

**Design manager** for the Design-Build project, consisting of all design, construction, and construction management services for LAXFuel Corporation. The project included the necessary improvements and accommodations for a new firewall between the two sides of the existing pump pad and a second fire wall between the east pumps and the hydrant issue manifold.

### Emergency Fuel Shut Off (EFSO) Upgrades | Allied Aviation Fueling Company of Houston, LP

George Bush Intercontinental Airport (IAH), Houston, Texas

**Design manager** for the EFSO upgrades project at IAH. The Burns & McDonnell team performed program management, design review oversight, and local coordination with Houston Airport System (HAS) to obtain necessary Tenant Improvement Permits.

## EDUCATION

- ▶ MS, Civil Engineering
- ▶ BS, Civil Engineering

## REGISTRATIONS

- ▶ Professional Engineer (MO)

**13** YEARS OF EXPERIENCE

**13** YEARS OF EXPERIENCE



# STU GARRETT

## Special Systems Lead

Stuart Garrett (Stu) serves Burns & McDonnell as an information technology consultant specializing in design of airport technology and systems integration, including significant passenger processing systems at many of the world's largest airports. His breadth of experience ranges from planning and concept development to final installation and system acceptance. He has extensive experience collaborating with airport and airline representatives to develop international standards for passenger processing. As a result, he has authored new and updated portions of related IATA Resolutions and Recommended Practices. He has extensive experience working with complex public and private airport projects, both domestic and abroad, where multiple subsystem providers were successfully integrated, which enables him to provide a comprehensive understanding of airport technology and enterprise architecture from diverse perspectives. Stu has worked extensively at many of the world's largest airports, including London Heathrow, San Francisco, Seoul (Incheon), Narita (Tokyo), Malpensa and Linate (Italy), Vancouver, Montreal, Dallas-Fort Worth, Manila, Dubai, Manchester UK, Los Angeles (LAX), Denver (DEN), and Las Vegas McCarran, among others. His technology designs have been implemented in the Caribbean, Canada, Europe, United States, Asia, and Australia. He is sought out as a speaker on new innovations in passenger processing, biometrics, and helping airports use technology to grow non-aeronautical revenue.

### EDUCATION

- ▶ MS, Environmental Engineering
- ▶ BS, Industrial Engineering

**5** YEARS WITH BURNS & MCDONNELL

**20** YEARS OF EXPERIENCE

### Concourse A-West and Concourse B-West | Denver International Airport

Denver, Colorado

**Technical lead consultant** on the Commissioning team for Cx-related activities in realms of Information Technology, Special Systems, and Security being designed and implemented for West Concourse expansions at DEN, including Active and Passive Networks, Passenger Processing, Digital Signage, Access Control, CCTV, and Systems Integration. His duties include quality oversight and extensive coordination with architects, construction managers, DEN IT, MEP engineers, commissioning team colleagues, trade partners, and facilities engineers to develop and execute plans for testing.

### Midfield Satellite Concourse

Los Angeles International Airport (LAX)

**Project manager and technical design lead** provided Project Direction and led the Special Systems design team for all technology being designed and implemented for the new 12-gate Midfield Satellite Concourse at LAX, including active and passive networks, Passenger processing, digital signage, Wi-Fi, Access control, CCTV, and Systems Integration. His duties included quality oversight and extensive coordination with architects, construction managers, LAWA IT, MEP engineers, commissioning teams, and facilities engineers to develop designs in Revit and accompanying technical specifications. The Project involved extensive development of new airport campus-wide standards for integration of building automation systems, facilities monitoring & control, lighting controls, conveyance controls, US Customs applications, biometrics, power monitoring, ramp services, and innovative new technologies.

### Airport Terminal Expansion

Austin-Bergstrom International Airport

**Special systems lead** for a terminal expansion project that includes renovations to the existing ticket lobby plus the addition of new gates.



# ZACH BECK

## Construction Manager

Zach has worked in the construction and engineering industry for eleven years. He is a project manager whose responsibilities include constructibility reviews, estimating, subcontract negotiations and administration, field engineering coordination, submittal management, change management, construction supervision, safety, quality, and client satisfaction. Zach has worked for Burns & McDonnell on various project sites for clients such as Lockheed Martin Aeronautics and multiple Air Force, Navy, and Reserve bases performing enhanced follow up site surveys of existing facilities.

### EDUCATION

- ▶ MS, Construction Management
- ▶ BS, Computer Aided Design Drafting

**11** YEARS WITH BURNS & MCDONNELL

**11** YEARS OF EXPERIENCE

### F-35 Joint Strike Fighter Assembly Plant | Lockheed Martin

Fort Worth, Texas

**Assistant project manager.** Work was performed in the existing manufacturing plant to support the increased production rate of the F-35 program without disrupting the day-to-day operations on the wing assembly line. The work was completed in (3) different projects that involved (2) deep concrete foundations, utility trenches, 15,000 SF of slab-on-grade replacement, and a wing wash facility. Responsibilities included submittal review, estimating, budget management, schedule management, prime contract proposal and clarifications, contract negotiations, subcontract buyout & administration, value engineering, and coordination. Drill foundations and wash booth were constructed ahead of schedule and under budget meeting the client's tight production dates with no impact on current production.

### Run Station Rehabilitation | Confidential Client

Fort Worth, Texas

**Assistant project manager** for a \$31M project. Work was performed on five existing hangar buildings (run stations) over two phases to bring them up to current UFC regulations to house the F-35's. Burns & McDonnell oversaw the capital funded scope of work and served as the Owner's representative for the Air Force funded general contractor. Responsibilities included change management, prime contract proposal and clarifications, contract negotiations, budget management, submittal review, schedule management, subcontract buyout & administration, project closeout, field supervision, and construction-design team coordination. Project was completed ahead of schedule and under budget.

### UT Central Chilling Station | University of Texas

Austin, Texas

**Mechanical designer** to provide mechanical and electrical design services for the new, expandable cooling and heating facility to support the new medical district. The project features 15,000 tons of variable speed chillers, 1,200 tons of heat pump chillers, more than 5.6 million gallons of thermal energy storage, and 113,000 MBH of heating equipment. Served as project BIM coordinator, assisted with equipment, piping, and site layout, developed project standards, schedules, isometric diagrams, and design documents.

### West Campus Steam Plant | Penn State University

University Park, Pennsylvania

**Mechanical designer** to provide design services to replace the University's current coal-fired boiler with two natural gas fired boilers. The change results in a reduction of greenhouse gasses by 37% to meet new EPA regulations that go into effect in 2015. Served as project BIM coordinator, developed P&ID is, coordinated mechanical equipment and pipe routing, developed design documents, quality reviews, and developed quantity take-offs to enhance value engineering.

# KEN SCHAEFER

## Preconstruction Manager

Ken is an experienced construction manager with proven ability to manage, estimate, schedule, and lead project teams on large and complex construction projects. He has managed daily operations to ensure projects meet safety, schedule, quality, and financial goals. He has extensive experience in preconstruction services and scheduling. This experience includes significant interior office renovation projects, large campus projects on greenfield sites, and LEED Platinum projects.

### Wingtips Common Use Lounge | City of Saint Louis, Missouri

St Louis, Missouri

*Preconstruction manager and project manager* who worked on Wingtips Lounge project. Demo and abatement of existing space and design-build of new full-service lounge in Terminal E at St. Louis Lambert Field Airport.

### Burns & McDonnell World Headquarters | VanTrust Real Estate LLC

Kansas City, Missouri

*Construction project manager* for a Headquarters Expansion for a four-story, 310,000-square-foot, Class A commercial office facility designed to accommodate up to 1,400 people. Worked on the 310,000 square foot new Burns & McDonnell world headquarters building located in Kansas City, Missouri. This project is a fully integrated design-build effort involving Burns & McDonnell engineers, architects, constructors, and subcontractors. The new office building is a 4-story, steel framed structure with rigid diaphragms and shear walls for lateral support. It includes a day-care center, 250-seat auditorium, and 885-space parking garage. Includes move management of 1900 employees.

### Independence Utilities Center | City of Independence, Missouri

Independence, Missouri

*Preconstruction manager* who worked on construction of the Independence Utilities Center. Burns & McDonnell served as the designer for the 45,000-square foot total gut renovation of the existing multi-tenant office building, then was later awarded the CM at Risk contract. The project was awarded LEED Platinum certification.

### District Office Complex | Dominion Resources Services, Inc

Dinwiddie, Virginia

*Preconstruction and construction manager* who worked on the design and construction management of this LEED Silver, five-building complex, including a 30,000-square foot office/administration building, a 24,000-square foot PEMB fleet maintenance and materials center, a 110' x 60' covered breezeway linking the two buildings, waste oil storage building, equipment storage building and covered vehicle storage building. Additionally, there is a complete fuel island station with two 10,000gallon tanks. All sitework and infrastructure for the entire 60 acres campus development.

### Cape Hubsite Expansion | Confidential Client

Midwest, U.S.

*Preconstruction manager* who worked on LEED Silver, 7,000-square foot addition and 13,000-square foot renovation of existing office and plant space to create two new office hub site facilities and support services.

## EDUCATION

- ▶ BS, Construction Science & Management

**7** YEARS WITH BURNS & MCDONNELL

**26** YEARS OF EXPERIENCE



# KYLE SMITH

## Assistant Project Manager

Kyle Smith is an assistant construction manager who specializes in tracking progress in multi-trade construction projects. He has experience in the areas of scheduling, cost control, planning, risk management, and construction management. Kyle is knowledgeable in advanced Primavera tools for project tracking. His responsibilities include schedule development, implementation, integration, and maintenance of the EPC schedules, FPMS tracking and reporting, risk management & review, cost control, including monthly cost reports, cash flows, and forecasting. He coordinates the material, equipment, and subcontractor change orders and processes the vendor and subcontractor invoices.

### EDUCATION

- ▶ BS, Construction Management

### REGISTRATIONS

- ▶ OSHA 30-Hour

8 YEARS WITH BURNS & MCDONNELL

9 YEARS OF EXPERIENCE

### Fayetteville Transformation EPC Project | Confidential Client

**Field assistant construction manager / project controls specialist** for a Burns & McDonnell-led design-build retrofit of an existing snack food production facility. Kyle was responsible for development, implementation, updating, and tracking for the engineer-procure-construct (EPC) accelerated project schedule. Development of program Field Progress Measurement System (FPMS) & responsible for tracking and implementing field reporting standards for project. Kyle supported the development and oversight on project cost reporting and trends. Assisted in the development of project plan for site mobilization and demobilization and support the Construction Manager with implementation. Supported development of and coordination the potential bidders' registration and pre-qualification efforts on behalf of the Project team. Supported project cost reporting, scheduling, work breakdown structures, project set-up and closeout, and field progress tracking processes. Prepared information for and report project status, risks, schedule, costs, and cash flows at project and corporate level meetings to internal and external stakeholders. Managed the Prime Contract, subcontract, client contractor, and supplier invoicing process. Established, reviewed, and implemented the project documentation and filing systems and processes. Verified and tracked the project, client contractor, and/or subcontractor's insurance, licensures, taxes/duties, and securities are in effect according to the project requirements. Facilitated the materials receiving and management process including inventory control, receiving of goods, storage, and transportation. Collaborated with superintendents and site managers to verify compliance of subcontractors' and client contractors' contract documents, safety & health requirements, quality, and schedule. Facilitated the project turnover documentation, recordkeeping/retention, warranty, and project close out processes.

### Construction Management Operations (CMO) (PSCo Division) | Xcel Energy

Denver, Colorado

**Assistant project manager /project controls specialist** responsible for the development, implementation, and integration of construction planning, construction schedules, and construction resource loading/leveling for all of Xcel Public Service Company's (PSCo) substation division. Aided in the support of overall procurement delivery and logistics for all major substation equipment as well as minor construction materials. Through the utilization of resource loaded P6 schedules, provided overall project schedule updates, tracking, schedule analysis, as well as cost estimation and planning reports were distributed and presented to the client on a weekly basis. Additional duties included creation of weekly construction field reports. Facilitating subcontractor construction updates, tracking, and reporting overall progress through weekly project client meetings and projected future construction planning and forecasting.

### Program Upgrades | Tucson Electric Power

Tucson, Arizona

**Project controls specialist/assistant project manager** responsible for program project schedule updates utilizing P6 to update and track multiple program schedules, verifying logic ties, coding structures and overall schedule analysis.

# LINDSEY ULLOM

## Project Controls Lead

Lindsey brings over fifteen years of experience in cost control and scheduling on construction projects. Her experience spans across multiple industries including facilities and secure area work. She oversees all project controls staff in Colorado, Washington, and Arizona. She is responsible for leading project controls staff who create and maintain project schedules, cost performance and forecast analysis, document control, invoicing, change management, and earned value management. Her team of cost and schedule analysts has worked on a variety of contract types such as engineering, procure and construct, portfolio and program management, and design services.

### Confidential Design-Build Project | Confidential Aerospace Client

#### Confidential Location

**Project controls lead** for the repurposing of 78,000 SF warehouse to an ISO-9 level clean room fabrication, testing, assembly and final manufacturing space for flight hardware and construction of a new 12,500 square foot high-bay for three large anechoic RF test ranges. This project was performed under a fast-track EPC design contract. Responsibilities on this project were to build the original schedule and track progress against it starting on a bi-weekly basis and moved to weekly during the height of construction. There were several major client-requested scope additions that were rolled into the schedule during construction. Built several what-if schedule scenarios for the client when equipment relocation was delayed due to client needs. Created earned value tracking mechanism for the engineering and construction progress and updated throughout the project. Involved in site coordination issues and worked with site superintendents to prioritize trades and sequence work to meet schedule. Assisted project manager with client interface, attending meetings and creating reports on a weekly and monthly basis. Supervised and mentored the cost engineer to set up the project and maintain the cost budget and forecast throughout the project.

### Scheduling & Resource Management | Public Service Company of Colorado (Xcel Energy)

#### Denver, Colorado

**Program project controls supervisor** for the Construction Management Office for Xcel Energy. Under a Master Services agreement, oversaw a team for project management professionals consulting the client on a portfolio of major capital and O&M projects. The portfolio included construction projects being executed by internal construction crews and external subcontractors. Construction management office duties included: project life cycle engagement, attending project meetings, attending site visit and coordination meetings, forecasting project resources, hours and cost, creating portfolio forecasts, scheduling and tracking construction progress, reviewing/analyzing contractor bids, tracking contractor change orders, providing weekly updates on active construction projects, and providing lessons learned/project improvements. In the early stages, worked closely with the client to determine what the needs were and develop a plan to implement roll out of new processes to start addressing the most immediate areas of concern.

### Scheduling & Resource Management | Tri-State Generation & Transmission Association, Inc.

#### Westminster, Colorado

**Program project controls supervisor** working under a Master Services agreement, oversaw a team of project controls specialists consulting the client on a portfolio of major capital projects and reliability and efficiency projects.

## EDUCATION

- ▶ BS, Mechanical Engineering

## ASSOCIATIONS

- ▶ Association for the Advancement of Cost Engineering

**8 YEARS WITH BURNS & MCDONNELL**

**15 YEARS OF EXPERIENCE**



# BRETT PITTS

## Scheduler

Brett is a project controls specialist experienced in scheduling, cost, and resource management efforts on numerous projects across multiple engineering disciplines. His role includes building and maintaining schedules, developing customized resource tracking tools, and budget creation and tracking. Prior to joining Burns & McDonnell, Brett provided financial services to individuals and businesses as an accountant.

### Construction Management Office (CMO) | Xcel Energy

Colorado

*Project controls specialist* for Construction Management Office consulting services to Xcel Energy. Responsible for project scheduling, resource tracking, creation of customized reporting tools, and the development of project manuals for engineering and construction coordination.

### Facility Retrofit | Confidential Client

*Project controls specialist* for a facility upgrade and retrofit project. Built and maintained the project schedule and budget.

### Scheduling & Resource Management | Xcel Energy Inc.

Denver, Colorado

*Project controls specialist* for consulting services to Xcel Energy. Responsible for project scheduling, resource tracking, creation of customized reporting tools, and the development of project manuals for engineering and construction coordination.

### Equipment Install | Confidential Client

*Project controls specialist* including the study, design, installation, and commissioning of a cryogenic system. The design included general arrangements for the process and HVAC equipment as well as proper equipment clearance and aisle ways for maintenance. Worked on facility upgrade and retrofit project. Built and maintained project schedule and budget/forecast.

### Scheduling & Resource Management | Tri State Generation and Transmission Association, Inc.

Centennial, Colorado

*Project controls specialist* who worked on resource and schedule management consulting services to Tri-State Generation & Transmission. Built project schedules and resource tracking tools for all transmission line and substation engineering and construction projects.

### NERC Mitigation Program | Pacific Gas and Electric Company

Concord, California

*Project controls specialist* who worked on PG&E's NERC mitigation efforts. Identified and mitigated all discrepancies to NERC transmission line standards. Tracked all discrepancies requiring mitigation and project schedule updates.

### Aircraft Maintenance Stations | Confidential Client

Fort Worth, Texas

*Project controls specialist* for the renovation of one of the bays in the building to support aircraft utilities.

## EDUCATION

► Masters, Civil Engineering

**3** YEARS WITH BURNS & MCDONNELL

**3** YEARS OF EXPERIENCE



# JAMIE TRIPLETT

## Billing/Textura, DSBO Coordinator

Jamie is a project controls specialist experienced in scheduling, cost reporting and resource management efforts on several projects across multiple engineering disciplines. Her role includes building and maintaining project schedules, utilizing customized resource tracking tools, and budget creation and tracking. Prior to joining Burns & McDonnell, Jamie provided scheduling, cost reporting and resource management for Xcel Energy and for a manufacturer.

### EDUCATION

▶ BS, Psychology

**3** YEARS WITH BURNS & MCDONNELL

**6** YEARS OF EXPERIENCE

## DEN Central Utility Plant Boiler 134 Construction Administration | Denver International Airport

Denver, Colorado

*Assistant project controls specialist* responsible for budgeting and cost controls on Boilers 1, 3 and 4 replacement in the Central Utility Plant (CUP). Provided monthly cost reporting for project management team. Responsible for document control for RFIs and Submittals from Unifier. Responsible for updating monthly DSBO information. Responsible for backup documents for invoicing to Textura.

## DEN Router Room | Denver International Airport

Denver, Colorado

*Assistant project controls specialist* responsible for budgeting and cost controls. Provided monthly cost reporting for project management team.

## DEN CUP Chillers R-22 Replacement | Denver International Airport

Denver, Colorado

*Assistant project controls specialist* responsible for budgeting and cost controls. Provided monthly cost reporting for project management team.

## Boilers 1, 3, 4 Replacement | Denver International Airport

Denver, Colorado

*Assistant project controls specialist* responsible for budgeting and cost controls. Provided monthly cost reporting for project management team.

## Denver International Airport Emergency Fuel Shut-off Upgrades | Denver International Airport

Denver, Colorado

*Assistant project controls specialist* responsible for budgeting and cost controls. Provided monthly cost reporting for project management team.

## Confidential Design-Build Project | Confidential Client

Westminster, Colorado

*Assistant project controls specialist* including the study, design, installation, and commissioning of a helium liquefaction system. The design included general arrangements for the process and HVAC equipment as well as proper equipment clearance and aisle ways for maintenance. responsible for budgeting and cost controls. Provided monthly cost reporting for project management team. Responsible for building and maintaining the project schedule throughout the design phase.





# FRANK MONTOYA

Mechanical Construction: Mechanical CM

## PROFILE

Frank will serve as the Project Executive on the DEN R-22 phase 2 project. Frank recently successfully served in the same role for the R-22 CUP replacement projects and the DEN R-22 phase 1 replacement project.

Frank was part of the original team to build Denver International Airport. His knowledge of the DEN operations is unequalled.

Frank has managed every process on every system required at DEN. From badging, inspects, auditing and final inspections, Frank is a tremendous resource and partner for this project.

## CONTACT

PHONE:  
303-598-6826

EMAIL:  
fmontoya@Trautman-Shreve.com

## WORK EXPERIENCE

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- DEN Central Utility Plant Chiller Replacement
- DEN AOB R22 Replacement Phase 1R
- DEN United Airlines Concourse B Baggage Handling System
- DEN Concourse B PCA Replacements
- DEN Concourse B PCA Replacements
- DEN Concourse A Jet Fuel Systems
- DEN Concourse B West Site Jet Fuel
- DEN Data Center
- DEN Central Plant Cooling Tower Sump Separation
- DEN Concourse A East Jet Fuel Line Relocation
- DEN Concourse A & C VSCF Ventilation
- DEN Concourse C East Apron Expansion
- DEN Concourse A Sewer Repair
- DEN Concourse A 7A Below Grade Plumbing
- DEN Concourse B Gates 13 & 14 PC Air Installation
- DEN Concourse B21 & B22 Fuel Pit Relocation
- DEN MOD 4 East Parking Garage

## EDUCATION & TRAINING

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Sheet Metal Union Local #9 – Sheet Metal Apprenticeship Training  
OSHA Training 10 and 40 Hours; First Aid; Defensive Driving





## PROFILE

Bill will serve as the Project Manager for the R-22 phase 2 project. Bill's experience and knowledge of DEN processes and procedures will be invaluable to the team.

Bill has served as the Project Manager on many DEN projects and most recently as the Project Manager on the DEN R-22 CUP replacement project.

Bill's attention to detail is only matched by his detailed knowledge of the DEN yellow book.

## CONTACT

PHONE:  
303-591-8499

EMAIL:  
BBenavidez@Trautman-Shreve.com

# BILL BENAVIDEZ

Mechanical Construction: Project Manager

## WORK EXPERIENCE

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- DEN Central Utility Plant Chiller Replacement
- DEN United Airlines Concourse B Baggage Handling System
- DEN Concourse B PCA Replacements
- DEN GARDI Concourse B
- DEN Data Center
- DEN Central Plant Cooling Tower Sump Separation
- DEN VSCF Concourse A & C Ventilation
- DEN Concourse B Gates 13 & 14 PC Air Installation
- DEN Concourse C West Apron Expansion
- DEN Gate Apron Rehab
- DEN Concourse A Delta Office Gate Relocation
- DEN - ARFF 2 & 3 Boiler Replacement
- DEN Gates 26 & 28 Relocation
- DEN Task #04 AOB Server Room Cooling
- DEN 3rd Floor Duct
- DEN Task #5 Relocate AGTS Switch
- DEN ARFF Training Simulator

## EDUCATION & TRAINING

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Union Local #9 – Sheet Metal Apprenticeship Training  
ILSM Certified, First Aid/CPR Training  
Defensive Driving Training; Confined Space Training  
Fall Protection Training; Harassment Free Workplace Training





# GEORGE WORTMAN

Mechanical Construction: Preconstruction Manager

## PROFILE

George has been with Trautman & Shreve for 22 years. As a senior member of the team he has had many experiences providing preconstruction services for DEN.

George will serve as the Preconstruction Manager and assist in the development of the budget and constructability of the project.

George's expert knowledge of the DEN standard and how to develop a project at the airport is unparalleled.

## CONTACT

PHONE:  
720-394-0690

EMAIL:  
[Gwortman@Trautman-Shreve.com](mailto:Gwortman@Trautman-Shreve.com)

## WORK EXPERIENCE

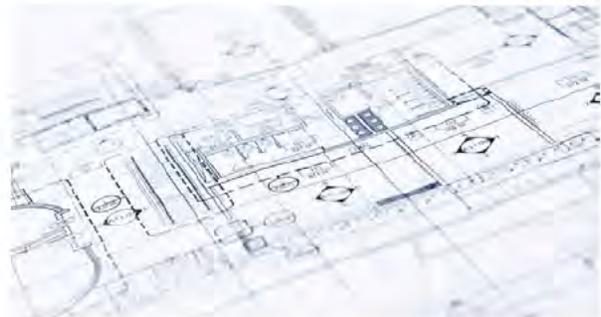
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- DEN Central Utility Plant Chiller Replacement
- DEN AOB R22 Replacement Phase 1R
- DEN Concourse B-East Expansion
- DEN United Airlines Concourse B Baggage Handling System
- DEN Concourse B PCA Replacements
- DEN Concourse B PCA Replacements
- DEN Concourse A Jet Fuel Systems
- DEN Concourse B West Site Jet Fuel
- DEN Data Center
- DEN Central Plant Cooling Tower Sump Separation
- DEN Concourse A East Jet Fuel Line Relocation
- DEN Concourse A & C VSCF Ventilation
- DEN Concourse C East Apron Expansion
- DEN Concourse A Sewer Repair
- DEN Concourse A 7A Below Grade Plumbing
- DEN Concourse B Gates 13 & 14 PC Air Installation
- DEN Concourse B21 & B22 Fuel Pit Relocation
- DEN MOD 4 East Parking Garage
- DEN Fire Station #35

## EDUCATION & TRAINING

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UA trained Journeyman Plumber – UA Local #3  
QuickPen Estimating Certification  
LEED-AP  
DEN Badged





# VICTOR RAGOZA

Mechanical Construction: Project Superintendent

## PROFILE

Victor will serve as the Project Superintendent on the DEN R-22 phase II project. Victor served in the same role on the complicated DEN R-22 Central Utility Plant Chiller replacement project.

Victor has many large complicated project experiences coupled with the lessons learned from the successful DEN Central Utility Plant project he will be of great asset to the team.

## CONTACT

PHONE:  
720-232-2017

EMAIL:  
[ORoybal@Trautman-Shreve.com](mailto:ORoybal@Trautman-Shreve.com)

## WORK EXPERIENCE

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- DEN R-22 Central Utility Plant Chiller Replacement
- Comcast Central Utility Plant Expansion
- FirstBank Headquarters
- Johns Manville World Headquarters
- DaVita World Headquarters
- Adams County Justice Center
- Adams County Government Center
- NREL Research Support Facility
- NREL Infrastructure Piping
- Denver Crime Lab
- National Jewish Hospital -Smith Building

## EDUCATION & TRAINING

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UA Certified Journeyman Pipefitter Union Local #208 –  
30-hour OSHA Training Colorado Safety Association; Hoisting & Rigging Training; Defensive Driving Training, Fall Protection Training; Harassment Free Workplace Training; Code of Conduct Training; Silver Brazing Certified, HAZCOM V3 Training, First Aid & Adult CPR / AED Course





# ADRENNE MCHAM

Mechanical Construction: Piping Foreman

## PROFILE

Adrenne will serve as a piping foreman on the DEN R-22 phase II project. Adrenne served in the same role on the complicated DEN R-22 Phase I replacement project.

Adrenne has many large complicated project experiences coupled with the lessons learned from the successful DEN R-22 Phase I Replacement Project she will be of great asset to the team.

## CONTACT

PHONE:  
720-334-9393

EMAIL:  
[Amcham@Trautman-Shreve.com](mailto:Amcham@Trautman-Shreve.com)

## WORK EXPERIENCE

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- DEN R-22 Phase I Replacement Project
- Agilent Apothecary Project
- Tolmar Bio-Pharmaceutical Project
- Breckenridge Brewery Piping Project
- Veterans Administration Hospital
- Roche Pharmaceutical Piping Project
- Ball Aerospace HVAC Piping Project
- DPS North High School AHU & Piping Project

## EDUCATION & TRAINING

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UA Certified Journeyman Pipefitter Union Local #208 –  
30-hour OSHA Training; Defensive Driving Training, Fall Protection Training;  
Harassment Free Workplace Training; Code of Conduct Training, First Aid  
& Adult CPR / AED Course





# OSCAR ROYBAL

Mechanical Construction: Sheet Metal Foreman

## PROFILE

Oscar will serve as the Sheet Metal Foreman on the DEN R-22 phase II project. Oscar served in the same capacity on the DEN R-22 CUP replacement project.

Oscar's depth of project experience and DEN will help the great team through challenging installations because he fully understands the strict quality Standards required at DEN.

## CONTACT

PHONE:  
720-232-2017

EMAIL:  
[ORoybal@Trautman-Shreve.com](mailto:ORoybal@Trautman-Shreve.com)

## WORK EXPERIENCE

---

- DEN Central Utility Plant Chiller Replacement
- DEN Concourse B-East Expansion
- DEN United Airlines Concourse B Baggage Handling System
- DEN Concourse B PCA Replacements
- DEN GARDI Concourse B
- DEN VSCF Concourse A & C Ventilation
- DEN Concourse B Gates 13 & 14 PC Air Installation
- Denver International Airport Fire Station #35
- DEN Graphics Shop CNC Router Room
- DEN Concourse A West Site Capture
- DEN Concourse Expansion
- DEN Ground Transportation Providers
- DEN Parking Permit Office & USPS Mail Boxes
- DEN Concourse B SE (GARDI)

## EDUCATION & TRAINING

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Union Local #9 – Sheet Metal Training Institute; Refrigerant Transition & Recovery Certificate; 30-hour OSHA Training Colorado Safety Association; Hoisting & Rigging Training; Aerial Work Platform Operator Training; Defensive Driving Training  
Fall Protection Training; Harassment Free Workplace Training; Code of Conduct Training; First Aid & Adult CPR / AED Course; Powder Actuated Tool Qualified Operator



## Electrical Construction: Electrical CM

# George Griffiths

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### Years of Experience

36

### Credentials / Licensure

National Apprenticeship Program-JATC/IBEW-NECA

Colorado Licensed Journeyman Electrician since 1984

OSHA 10 Hour

First Aid and CPR

Mr. Griffiths has been in the electrical business since 1984, has worked at DEN for the last 26 years, and been with Intermountain Electric for 17 of those years. George has been solely dedicated to electrical and low voltage work at Denver International Airport during that time. He has the experience to coordinate complex, large scale projects, with specialized expertise in design/build projects and fast track projects. George's years of experience serving as project manager/superintendent, and now director, have gained him the invaluable knowledge of FAA Specifications and Regulations in regard to airfield lighting.

### Role & Responsibility

Mr. Griffiths will provide on-site day-to-day responsibility for the success of the project, coordinate with the City and DEN personnel and have overall project management with regards to: cost and schedule control, compliance with quality assurance / quality control, estimating, preconstruction, and health and safety procedures. He will review and approve all transactional documentation; assure provision of company resources and project compliance as well as provide weekly project reviews.

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### Denver International Airport Concourse C

Projects included security systems, fire alarm systems, main power and distribution systems, communication systems, lighting systems, CCTV.

### Denver International Airport Electrical On-call Contracts

Two \$4 million on call contracts with projects including installation of mustang art lighting, GIDS concourse B phase # 1,2, 3 , mayors monitors AGTS train, platform lamp & ballast replacement, concourse A,B,C fids, concourse a generator, water damaged switchgear, AGTS tunnel conduit repair, parking garage inverter, replacement bombardier AGTS fiber, concourse a commuter pole lights , white paging phones

### Denver International Airport Concourse A & C 6 Gate Expansion

Projects included security systems, fire alarm systems, main power and distribution systems, jet way systems, communication systems, lighting systems, international gate and security systems, CCTV. Also responsible for completion of international gate guidance system at Concourse 'A' & C

### Denver International Airport Alternative Baggage System

Responsible for overseeing five sub-contractors on the shift. Completed on schedule.

### Denver International Airport Switchgear Preventive Maintenance and Testing

Under the supervision of George, IME has been a provider for the ongoing Switchgear Preventive Maintenance for the last 12 consecutive years.

# Electrical Construction: Project Manager

## Robert Kolpitzke

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Mr. Kolpitzke has been with Intermountain Electric since 2005. His experience spans multiple positions such as Journeyman, Foreman, Assistant Project Manager and Project Manager. While with Intermountain Electric, Robert has worked on projects including tenant improvements, healthcare, commercial solar, high rise, and DEN specialty projects & service for last 4 years.

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### Years of Experience

23

### DEN Concourse A East Jet Fuel and EFSO

This project expanded and relocated the jet fuel line at Concourse A east of the existing commuter facility and future Concourse A east temporary hold room. Installation of new raceways and grounding system between 3 new fuel vaults for fueling of aircraft and including a new EFSO system for shutting the fuel off in emergency situations.

### Credentials / Licensure

NFPA 70E

### DEN SWA Line Maintenance

Expansion of Southwest Airlines Line Maintenance on Apron Level of Concourse C this area is for storage of Air Craft parts and equipment for maintenance of Air Crafts. Provide new panels and transformer for new lighting, power, communication raceway and cabling along with new life safety systems.

OSHA 30

Colorado Electrical License

### DEN Tom's Urban and Tivoli Brewery

New restaurant and bar at the Weston Hotel DEN. IME provided a complete new distribution system for a brewery on fourth floor which included life safety systems and CO2 systems on fifth floor. Installation of all power and light for new kitchen and bars including life safety systems.

NECA level 200 Leadership Training

CPR and First Aid

### DEN Electrical On-Call 2017 #201627258

\$4 million on call contracts with projects including installation of feeder replacement, Cathodic protection, Design Build of GPS Station 5 & 6, Hotel Ice Rink, MCCB1 Replacement, ARFF 1 Fire Alarm, Jackson Gap Traffic Optimization, AOB Submetering, Pena Sign, Employee Parking Charging Stations, AOB Lighting Replacement, CCTV Pena Welcome Sign, Escalator Heaters, Tennent Submetering, Tunnel Cathodic, ARFF 2 & 3 Hood Suppression, , AOB PLC Upgrades. Westin Smoke Control, West Economy Lights, ECS A Panel Revisions, CCTV Pena Blvd, CUP Boiler Enabling, Trash Compactor, Two Way Communications.

# Electrical Construction: Superintendent

## Chris Taylor

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Mr. Taylor has been in the electrical business since 1999, and with Intermountain Electric since that time. He has served in a supervisory capacity as a Foreman, General Foreman and is currently a Superintendent. He has been responsible for every aspect of commercial and industrial electrical installations, including tenant finish, branch power and lighting, industrial process control wiring, industrial motor control centers, VFD's, panels, transformers, rectifiers, ups systems, switchgear, transfer switches, emergency power generating equipment, Fire Alarm and Mass Notification Systems and all forms of conduit and raceway.

---

### Years of Experience

21

### Credentials / Licensure

Confined Space Competent  
Person since 2018

NFPA 70E 2018

NECA Leadership Training  
Level 100 2018

Denver Fire Alarm System  
Journeyman Installer License  
since 2018

Denver Mass Notification  
Communication System  
Journeyman Installer License  
since 2018

Sexual Harassment for  
Supervisors Certification

Ethnics and Compliance  
Certification

Defensive Driving Course  
Certification

OSHA 10, 30

OSHA 20 Supervision and  
Leadership

### Denver International Airport Concourse C

Security systems, fire alarm systems, emergency communications systems, mass notification systems, main power and distribution systems, communication systems, lighting systems, CCTV, tenant finish and remodel, boarding gate additions, passenger loading bridge additions. Passenger Loading Bridge Replacements.

### Denver International Airport Concourse A 5 Gate Addition

\$1.25 Million Project involved power and control wiring for the addition of 5 new passenger loading bridges, distribution and branch power and lighting, fire alarm, emergency communications, and security systems.

### Denver International Airport Concourse A

Projects included security systems, fire alarm systems, main power and distribution systems, jet way systems, communication systems, lighting systems, international gate and security systems, CCTV. Also responsible for completion of international gate guidance system at Concourse 'A'. Passenger Loading Bridge Replacements.

### Denver International Airport Central Plant Boiler Replacement

Project included distribution power, branch power and lighting, industrial process control wiring and fire alarm modifications.

### Denver International Airport Jeppesen Terminal

Great Hall Project: In progress full and complete renovation of the Main Terminal including upgrades to mechanical, electrical, security and life safety systems. Multiple Airline tenant finish and upgrade projects.

# Electrical Construction: Superintendent Tyler Widener

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Mr. Widener has been in the electrical business since 1998, and with Intermountain Electric since that time. He has served in a supervisory capacity as a Foreman, General Foreman, Superintendent, and currently is a General Superintendent. He has been responsible for every aspect of commercial and industrial electrical installations and service, including fire alarm and emergency communications systems, security systems, high voltage terminations, industrial process control wiring, industrial motor control centers, conveyor systems, elevators and escalators, VFD's, panels, transformers, rectifiers, ups systems, switchgear, transfer switches, emergency power generating equipment, buss duct, bussed gutter and all forms of conduit and raceway.

---

## Years of Experience

22

## Credentials / Licensure

City and County of Denver  
Journeyman Fire Alarm  
Systems Installer's License

OSHA 10, 30: 1999, 2000;  
OSHA 20 Supervision and  
Leadership training course:  
2011

First Aid/CPR 1993; NFPA  
70E: 2010

Journeyman Electrician:  
2003

Master Electrician: 2004

NICET Level II

## Denver International Airport Concourse C

Security systems, fire alarm systems, emergency communications systems, mass notification systems, main power and distribution systems, communication systems, lighting systems, CCTV, tenant finish and remodel, boarding gate additions, passenger loading bridge additions. Passenger Loading Bridge Replacements.

## Denver International Airport Electrical On-call Contracts

Two \$4 million on call contracts with projects including installation of mustang art lighting, GIDS concourse B phase # 1,2, 3 , mayors monitors AGTS train, platform lamp & ballast replacement, concourse A,B,C fids, concourse a generator, water damaged switchgear, AGTS tunnel conduit repair, parking garage inverter, replacement bombardier AGTS fiber, concourse a commuter pole lights , white paging phones

## Denver International Airport Concourse A

Projects included security systems, fire alarm systems, main power and distribution systems, jet way systems, communication systems, lighting systems, international gate and security systems, CCTV. Also responsible for completion of international gate guidance system at Concourse 'A'. Passenger Loading Bridge Replacements.

## Denver International Airport Baggage Conveyor

Installation of MCP's, control wiring, control stations, photo eyes, shaft encoders, VFD's, power, and network cabling for multiple new conveyor and retrofit conveyor projects.

## Denver International Airport Jeppesen Terminal

Great Hall Project: In progress full and complete renovation of the Main Terminal including upgrades to mechanical, electrical, security and life safety systems. Multiple Airline tenant finish and upgrade projects.

## HVAC R-22 REFRIGERANT REPLACEMENT PHASE II



### Nick Buike, CxA, H&V Class A

#### COMMISSIONING PROJECT MANAGER

As a senior commissioning project manager, Nick audits, tests, and optimizes MEP systems for new and existing buildings. He enjoys having the ability to make a positive impact on how buildings are operated over their lifetime. Outside of the office, Nick likes being in the mountains with his wife and kids. He worked his way up through the mechanical trades as an installer, service technician, controls technician, and project manager.

#### PROJECT EXPERIENCE

##### **Denver International Airport R22 Replacement Commissioning - Denver, CO**

Commissioning for the R-22 replacement project.

##### **Denver International Airport Commissioning On-Call Contract - Denver, CO**

Commissioning for various projects throughout the airport.

##### **Denver International Airport A & B West Concourse Expansion Projects - Denver, CO**

Commissioning for two concourse expansion projects currently under construction.

##### **Denver International Airport Great Hall and Central Monitoring Facility Projects - Denver, CO**

Commissioning for the Great Hall Renovation and the Central Monitoring Facility.

##### **Commuter Rail Maintenance Facility - Denver, CO**

Commissioning for 200,000 SF rail maintenance facility.

##### **Platte River Power Authority HQ - Fort Collins, CO**

Commissioning for new two-story, 54,400 SF headquarters building.

##### **Adams County Health and Human Services Building – Westminster, CO**

Commissioning for 300,000 SF major renovation of existing building that included a complete HVAC replacement.

##### **Northeastern Junior College – French Hall Renovation, Sterling, CO**

Commissioning for 70,000 SF renovation project that included a complete HVAC Replacement.

#### EDUCATION

B.S., Mechanical Engineering Technology, Metropolitan State College of Denver

#### CERTIFICATIONS

Certified Commissioning Authority (CxA)

NFPA 72 Certification

City and County of Denver H&V Class A Supervisor License Niagara AX Certified

EPA Section 608 Universal Refrigerant Certification

## HVAC R-22 REFRIGERANT REPLACEMENT PHASE II



## Allison Bygott, PE, LC, LEED AP

### CX POWER SYSTEMS ENGINEER

Allison spearheads Group14's electrical and power system commissioning efforts and works with teams during the design process to optimize lighting system energy performance, lighting control systems and building power systems. Allison began her career designing electrical and lighting systems, creating building daylight models and optimizing lighting control systems.

### PROJECT EXPERIENCE

#### **Denver International Airport Commissioning On-Call Contract - Denver, CO**

Power and lighting Commissioning for various projects throughout the airport.

#### **Denver International Airport A & B West Concourse Expansion Projects - Denver, CO**

Power and lighting Commissioning for two concourse expansion projects currently under construction.

#### **Denver 911 Communication Center- Denver, CO**

Power and lighting Commissioning for 43,000 SF LEED Gold communication center that was incorporated into an existing structure.

#### **CBI Pueblo Lab Facility- Pueblo, CO**

Power and lighting commissioning for 17,000 SF, LEED Silver new construction lab for the Colorado Bureau of Investigation.

#### **Metro State University of Denver Aerospace and Engineering Sciences – Denver, CO**

Power and Lighting Commissioning for new 110,000 SF laboratory and classroom building. This project received an award from the Building Commissioning Association for commissioning excellence.

#### **University of Colorado Anschutz Medical Campus Central Utility Plant**

Power Commissioning for central utility plant expansion including replacement and addition of new normal and backup power systems.

### EDUCATION

B.S. Architectural Engineering,  
University of Colorado, Boulder

### CERTIFICATIONS

Licensed Professional Engineer in CO

U.S. Green Building Council LEED  
Accredited Professional

Lighting Certified (LC) by the NCQL

## HVAC R-22 REFRIGERANT REPLACEMENT PHASE II



## Anna McCullough, PE, LEED AP

### Cx BUILDING ENERGY ENGINEER

Anna is a building engineer with over nine years of experience in HVAC design and building energy performance. She is experienced in building analysis software, including Open Studio. Anna's design experience spans a wide range of building types including multifamily, offices, schools, recreation centers and government buildings

### PROJECT EXPERIENCE

**DEN Concourse Expansion C and B East – Denver, CO**  
LEED and Energy Consulting for 632,000 SF concourse expansion. Project is required to achieve LEED v4 Gold certification per City of Denver.

**Lewisville Multi-Generational Rec Center - Lewisville, TX**  
Energy Consulting for new 87,000 SF recreation center, which includes gyms, an aquatic center, and water slides.

**Eaton Area Community Center - Eaton, CO**  
Energy and daylighting modeling through Xcel EDA for the renovation of a 63,000 SF addition to an existing recreation center. Project includes pools, fitness studios, track, gymnasium, offices, and community space.

**Trail Winds Recreation Center - Thornton, CO**  
LEED and Energy Consulting for 87,000 SF new recreation center, which includes a theater, teaching kitchen, gym, and access to park/regional trail systems.

**Carla Madison Recreation Center - Denver, CO**  
LEED and Energy Consulting of 66,000 SF new recreation center. The LEED Gold project includes pools, fitness studios, track, community meeting space and a climbing wall.

**Louisville Recreation and Senior Center- Louisville, CO**  
Energy Consulting for the renovation and addition of the 104,000 SF recreation and senior center, which includes gym, fitness areas, an aquatic center, and offices.

### EDUCATION

B.S. Mechanical Engineering, University of Virginia

### CERTIFICATIONS

Licensed Professional Engineer in CO

U.S. Green Building Council LEED Accredited Professional



## Axaule Sultanova, PE, LEED AP BD+C

### Cx BUILDING ENERGY ENGINEER

Axaule has over eight years of experience in the building energy field. Axaule's focus is energy consulting with an emphasis on energy analysis and optimization. She is proficient in whole building energy analysis using eQuest, OpenStudio, and EnergyPlus. Axaule has successfully completed compliance documentation for LEED credits EAp2 and EAc1 for numerous projects.

### PROJECT EXPERIENCE

#### **DEN Fire Station #35 - Denver, CO**

LEED, Energy Consulting and Cx of 18,000 SF, LEED Gold fire station. Project achieved 48% energy cost savings and includes interior and exterior water efficiency measures, superior indoor air quality and a PV system.

#### **Denver 911 Communication Center - Denver, CO**

LEED, Energy, and Xcel EDA for 43,000 SF that was incorporated into an existing structure. The LEED Gold building hosts the City of Denver's 911 communication center featuring operations floor, data center, administration, training, and fitness for the 24-hour facility.

#### **Arvada Police Department: Westwood and Lake Arbor - Arvada, CO**

LEED, Energy Consulting and Cx of two 9,500 SF police sub-stations. The LEED Gold stations include support spaces as well as a meeting space for the community.

#### **CBI Pueblo Lab - Pueblo, CO**

LEED, Energy Consulting and Cx of 17,000 SF new, LEED Gold Colorado Bureau of Investigation lab. Despite a tight timeline, the team was able to incorporate every LEED credit strategy available to them.

#### **Lochbuie Town Hall - Lochbuie, CO**

LEED, Energy, and Commissioning of a 9,000 SF, LEED Gold town hall in Lochbuie, CO. The project demonstrated a 45% cost savings over the LEED baseline and incorporated a PV system that produces over 21% of the building's annual energy consumption.

### EDUCATION

B.S. Architectural Engineering,  
University of Colorado, Boulder

### CERTIFICATIONS

Licensed Professional Engineer in CO

U.S. Green Building Council LEED  
BD+C Accredited Professional

# Joe Bedford, General Trades



## Education and Training

BS, Mechanical Engineering, Oklahoma Christian University

- ▶ 10 Hour Certification OSHA
- ▶ 20 Hour Certification OSHA
- ▶ 30 Hour Certification OSHA

22 Years of Experience

## Registrations / Certifications

- ▶ Healthcare Construction Certificate, ASHE
- ▶ LEED Accredited Professional, U.S. Green Building Council
- ▶ Professional Engineer (CO)

## Project Experience

Denver Federal Center Humidification Modification  
Denver, CO | \$56,037

City of Fort Collins Block 32 Utilities Administration Building  
Fort Collins, CO | \$10,193,507 | 37,500 sf

Banner Health McKee Medical Center Central Utility Plant Reconfiguration  
Loveland, CO | \$152,786 | 9,950 sf

Banner McKee Central Utilities Plant Phase 3a  
Loveland, CO | \$1,870,609 | 15,000 sf

Carbon Valley Recreation Center Addition and Renovation  
Frederick, CO | \$6,763,709 | 52,000 sf

City of Aurora Public Safety Training Center (CAPSTC)  
Aurora, CO | \$24,948,643 | 44,023 sf

CU Boulder - Fleming Tower Renovation and Systems Upgrade  
Boulder, CO | \$11,021,960 | 54,722 sf

CSU Moby GeoExchange  
Fort Collins, CO | \$18,879,308

Estes Valley Community Recreation Center  
Estes Park, CO | \$24,277,620 | 52,756 sf

South Metro Fire Station No. 31  
Greenwood Village, CO | \$5,373,368 | 12,735 sf

Kaiser Arapahoe Medical Office Addition and Renovation  
Littleton, CO | \$12,061,492 | 84,000 sf

Kaiser Permanente Skyline Chiller Replacement and Chilled Water System Upgrades  
Denver, CO

# Tom Bailey, General Trades



## Education and Training

BS, Construction Engineering Management,  
Purdue University

- ▶ First Aid / CPR Training
- ▶ OSHA 10 Hour Certification
- ▶ OSHA 30 Hour Certification

37 Years of Experience

## Registrations / Certifications

- ▶ Certificate of Management - Lean Construction, AGC of America
- ▶ CDOT Transportation Erosion Control Supervisor
- ▶ Professional Engineer (CO)
- ▶ LEED Accredited Professional

## Project Experience

Aurora Recreation Foundations  
Aurora, CO | \$2,975,230

Breckenridge Recreation Center Aquatics MEP Renovations  
Breckenridge, CO | \$1,482,426 | 10,000 sf

Carla Madison Recreation Center  
Denver, CO | \$33,779,725 | 69,070 sf

Chadron State College Armstrong Gymnasium and Chicoine Center Addition and Renovations  
Chadron, NE | \$15,005,252 | 59,077 sf

Chadron State College Stadium Upgrades  
Chadron, NE | \$7,505,465 | 8,300 sf

Denver Public Schools South High School Sprinkler Retrofit - 2008 Bond  
Denver, CO | \$983,767 | 287,100 sf

Lake County High School Addition and Renovations  
Leadville, CO | \$21,187,495 | 118,820 sf

Silverthorne Recreation Center Remodel  
Silverthorne, CO | \$726,992 | 5,221 sf

Summit County Middle School Additions and Renovations  
Frisco, CO | \$21,065,507 | 170,000 sf

Town of Breckenridge Recreation Center Roof Repair  
Breckenridge, CO | \$1,048,033 | 15,800 sf

Summit County Mixed Fleet Maintenance Facility  
Frisco, CO | \$8,903,088 | 45,370 sf

Town of Gypsum Recreation Center  
Gypsum, CO | \$11,213,021 | 59,100 sf

# John Migliaccio, PE, LEED AP

Structural



## Professional Summary



John Migliaccio is a design structural engineer and project manager with 20 years of experience who has performed structural design of buildings, bridges, water and wastewater treatment facilities, steel-framed towers, and retaining walls. He is proficient in modeling, analysis, and design of various types of buildings and communications structures. On his past projects, John has interfaced and closely coordinated with many state and municipal government agencies. He also brings invaluable experience in the construction industry as an estimator and a project engineer. John volunteers his time as the State Coordinator for the Colorado High School Bridge Competition. John has 25 years of experience, 13 of which is as a partner at San Engineering.

### Education:

MS / Civil Engineering  
BS / Civil Engineering

### Registration:

Prof. Engineer / Colorado #34333  
NCESS

### Professional Affiliations:

National Society of Professional Engineers

**Percentage of Time Available:** 33%

## Select Project Experience

**Hydronic Distribution from CUP to South Terminal, Denver International Airport.** Structural Engineer for the design of pipe supports for new 10", 12", and 14" hydronic piping to connect the Central Plant at DIA to the new South Terminal. A wide variety of support systems were designed to accommodate fixed anchor requirements, expansion joints, seismic bracing guides, etc.

**Pedestrian Connector HVAC Replacement, Denver International Airport.** Structural Engineer for the design of a temporary steel-framed gantry mounted to the roof of the "Pedestrian Connector" facility. The gantry was required to lift new HVAC units to the roof, and to lift the existing units to the lower exterior roof. Also evaluated existing structural framing for adequacy under new heavier HVAC unit loads.

**Cooling Tower Sump Separation Project, Denver International Airport.** Structural Engineer for the design of pipe supports for various new piping to be installed in the Central Plant at DIA. The project provides DIA personnel with a means to safely access and exit the sump area without shutting down the system and completely draining the area. Supports ranged up to piping 48" in diameter.

**Boiler 1,3,4 Replacement, Denver International Airport.** Structural Engineer for the design of support framing and analysis of existing structural systems throughout the CUP, AOB, Terminal and all Concourses, for new piping and hydronic boilers and other units.

**Heat Exchanger Installation, Denver International Airport.** Structural Engineer for the design of new pipe supports and analysis of existing precast concrete floor framing for the proposed installation of a new 40,000-lb heat exchanger in the Central Plant.

# Mina McCullom

Mechanical, PE, CEM

## EDUCATION

### Stanford University

MS: Management Science & Engineering

### University of CO, Boulder

MS: Mechanical Engineering / Building Systems

### Cal State Long Beach

BS: Aerospace / Mechanical Engineering

## LICENSES

Professional Engineer

CO: PE 39027

## CERTIFICATION

Certified Energy Manager – Association of Energy Engineers

## AFFILIATION

Member of U.S. Green Building Council.

Member of Society of American Military Engineers.

Member of Design-Build Institute of America.

With nearly 20 years of experience in Project Management & Mechanical Engineering; Mina brings her unique understanding of multidisciplinary expertise to deliver efficient building-systems solutions to projects from concept phase to execution. Within the past 5 years, Mina has managed multiple MEP design projects, which vary from large military installations, multi-family units, universities to local tenant improvements.

Mina has worked on multiple DEN projects managing teams of MEP engineers for the last 6 years. As a former Astronautical Engineer with a focus on thermal subsystems in spacecraft – Mina is able to integrate computational fluid dynamics with mechanical design yielding high performance building systems.

## Relevant Projects

### Denver International Airport – Great Hall Renovation – Aviation

Managed Mechanical / Plumbing Engineer Design

Aug 2018 - Present

### Denver International Airport – Concourse A Expansion – Aviation

Managed Electrical Engineer Design for Batch Plant

Oct 2017 – June 2019

### Denver International Airport – Industrial Engineering On-Call –

Managed Mechanical / Plumbing Engineer Design

April 2017 – Present

### Denver International Airport – AMEX Concessionaire – Aviation

Managed Mechanical / Electrical Engineer Design

April 2018 - Present

### Denver International Airport – Concourse C Expansion – Aviation

Managed MEP support Engineer for the HOLDER-FCI JV

Nov 2019 - Present

### City and County of Denver Jail – Municipality- Detention Center

Managed Mechanical / Electrical Engineer Design

Oct 2017 – June 2019

### Department of Commerce, NIST – Boulder, CO – National Laboratory

Managed Mechanical / Electrical Engineer Design

Sept 2017 – May 2018

### US Air Force Academy

Managed Mechanical / Electrical Engineer Design

2017-2018



**PK Electrical, Inc.**  
Engineering · Design · Consulting

**Mike Greene, PE**  
**Electrical**



**Employment**

PK Electrical  
(2013-present) Design  
Manager

**Education**

B. S. Architectural  
Engineering  
University of Colorado,  
Boulder 1999

**Professional Experience**

22 Years

**Professional  
Registrations**

CO, 0045526  
FL, 66364  
NV, 024655  
WA, 54817

**Affiliations**

Transportation Research  
Board, Member

Institute of  
Transportation Engineers,  
Member

Architectural Engineering  
Institute, Member

American Society of Civil  
Engineers, Member

**Experience Summary**

Mike has successfully managed \$40 million to \$1 billion public transportation projects and engineered electrical systems design for a variety of project types including water and wastewater facilities, roadway, parks and recreation, municipalities, airport, education, and healthcare. Decades of infrastructure project management have made Mike an expert of the Triple Constraint and providing solutions to manage schedule, scope, and cost. As Design Manager of our Denver office, Mike oversees eight designers/project managers, provides design assistance, and reviews plans for quality control and assurance.

**Relevant Experience**

**Denver International Airport | Denver, Colorado**

**R22 Refrigerant Replacement Phase 1R. *Project Manager.*** Electrical design included the lock out/tag out of the existing branch circuit breaker serving the existing mechanical equipment being replaced. Equipment requiring an increased electrical load, new conductors, conduit, and breakers were designed accordingly. Many existing feeder conductors leading up to the disconnect were able to be re-used. Feeder conductors were removed from disconnect lugs and the existing disconnect was removed. A new fused disconnect, with current limiting fuses, was designed to be installed in the same location as the previous disconnect. Secondary conduits were re-routed to make the final connections to equipment and new secondary conductors from the load side of the disconnects to the new units were designed. Using the results of the 30-day metering tests, electrical load calculations were produced in the form of panel schedule load values and a load delta summary table.

**Denver International Airport | Denver, Colorado**

**Boilers 1, 3 and 4 Replacement. *Project Manager.*** PK Electrical's scope included the associated electrical design for installing new 20,000 MBH HW boilers. One was installed in boiler bay #1 to replace the existing 17,000 MBH boiler, and two each were installed in boiler bays #3 and #4 to replace the existing 60,000 MBH boilers for a total of five new boilers. To support the new boiler installations six new HW pumps and flues were added, and all ancillary equipment was designed. PK Electrical provided an in-depth site investigation where we opened panels and disconnect to verify wire and AIC ratings.

**Denver International Airport | Denver, Colorado**

**Sanitary & Storm Improvements. *Project Manager.*** Project consisted of improvements to the sanitary and storm sewer systems in Concourses A, B, and C and the utility tunnel. Sump pump systems repairs also included upgrades to controls. Design corrected deficiencies in these systems due to soil heaving and corrosion. The electrical engineering scope of work included investigation and evaluation of panels, feeders, disconnects, and breakers serving the sump pumps and routing of raceways. Specific notes and details were provided describing methods for connecting new sump pumps to existing electrical circuits.

**Denver International Airport | Denver, Colorado**

**ARFF Replacement. *Project Engineer & Project Manager.*** PK Electrical designed the demolition and replacement of the electrical infrastructure to support the simulator and control station at the Aircraft Rescue and Fire Fighting (ARFF) Training Simulator. The existing aircraft trainer was removed in its entirety and the piping from the LPG tanks to the simulator was removed and replaced. The electrical ducts from the simulator to the ARFF building (where the control room is located) was assessed and replaced.



**PK Electrical, Inc.**  
Engineering · Design · Consulting

**Tim Castaldy**  
**Electrical Designer**



#### Employment

PK Electrical  
(2015-present) Electrical Designer

#### Education

Denver Joint Electrical  
Apprentice Training  
Committee, Inside  
Wireman Certificate, May  
2014

Liberal Arts  
Suffolk Community  
College, 2001

**Professional Experience**  
18 Years

#### Professional Registrations

Colorado Master  
Electrician

#### Experience Summary

Tim began his career in the field as a low-voltage/telecom technician. After a few years, he started his apprenticeship as an electrician. He has since transitioned to electrical design. His years of experience in electrical installation are beneficial when designing his projects, as he can anticipate issues in the construction phase and provide solutions before the plans go to bid. Tim provides electrical systems design for both horizontal and vertical project types, with a focus on airport, education, healthcare, and municipalities. Tim is licensed as a Colorado Master Electrician, allowing him access to open panels and perform various site work services as needed.

#### Relevant Experience

##### Denver International Airport | Denver, Colorado

**R22 Refrigerant Replacement Phase 1R.** *Electrical Designer.* Electrical design included the lock out/tag out of the existing branch circuit breaker serving the existing mechanical equipment being replaced. Equipment requiring an increased electrical load, new conductors, conduit, and breakers were designed accordingly. Many existing feeder conductors leading up to the disconnect were able to be re-used. Feeder conductors were removed from disconnect lugs and the existing disconnect was removed. A new fused disconnect, with current limiting fuses, was designed to be installed in the same location as the previous disconnect. Secondary conduits were re-routed to make the final connections to equipment and new secondary conductors from the load side of the disconnects to the new units were designed. Using the results of the 30-day metering tests, electrical load calculations were produced in the form of panel schedule load values and a load delta summary table.

##### Denver International Airport | Denver, Colorado

**Boilers 1, 3 and 4 Replacement.** *Electrical Designer.* PK Electrical's scope included the associated electrical design for installing new 20,000 MBH HW boilers. One was installed in boiler bay #1 to replace the existing 17,000 MBH boiler, and two each were installed in boiler bays #3 and #4 to replace the existing 60,000 MBH boilers for a total of five new boilers. To support the new boiler installations six new HW pumps and flues were added, and all ancillary equipment was designed. PK Electrical provided an in-depth site investigation where we opened panels and disconnect to verify wire and AIC ratings.

##### Denver International Airport | Denver, Colorado

**Sanitary & Storm Improvements.** *Electrical Designer.* Project consisted of improvements to the sanitary and storm sewer systems in Concourses A, B, and C and the utility tunnel. Sump pump systems repairs also included upgrades to controls. Design corrected deficiencies in these systems due to soil heaving and corrosion. The electrical engineering scope of work included investigation and evaluation of panels, feeders, disconnects, and breakers serving the sump pumps and routing of raceways. Specific notes and details were provided describing methods for connecting new sump pumps to existing electrical circuits.

##### Denver International Airport | Denver, Colorado

**Concourse Expansion Project.** *Electrical Designer.* PK Electrical completed the electrical and low voltage design for the expansion of Concourses B and C East, a total addition of 653,000 sq ft. PK Electrical's scope of services for Concourse B East included complete electrical engineering design and specifications for lighting, power, photovoltaic, and communications/IT systems. Similarly, for Concourse C East, PK Electrical provided complete design services for lighting, lighting controls, communications/IT and photovoltaic systems.



# APPENDIX B

## PROPOSAL ACKNOWLEDGMENT LETTER

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II

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

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

Proposer: Burns & McDonnell Engineering Company, Inc. Date: September 3, 2020

Chris McLaughlin, Chief Operating Officer  
Airport Infrastructure Management Division  
Airport Office Building (AOB)  
Denver International Airport  
8500 Pena Boulevard  
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated July 7, 2020, for RFP NO. 202054748, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

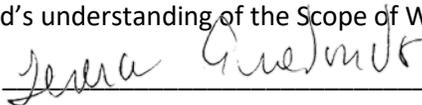
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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

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

Addenda Numbers: Addendum One, dated 08/04/2020

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

Signature: 

Type or print name: Terence Arredondo

Proposer's Business Address: 9785 Maroon Circle, Suite 400, Centennial, CO 80112

E-mail address: tarredondo@burnsmcd.com



# APPENDIX C

## PROPOSAL DATA FORM

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II

**Attachment 1, Part 2 Proposal Data Form**

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

Proposer Name: Burns & McDonnell Engineering Company, Inc.

Proposer Address: 9785 Maroon Circle, Suite 400, Centennial, CO 80112

Phone: 303-721-9292 Fax 303-721-0563

Email: mlichtwardt@burnsmcd.com

Federal Identification Number: 43-0956142

Principal in Charge (Name & Title): Mark Lichtwardt, Sr. Vice President

Project Manager for this RFP (Name & Title): Terence Arredondo, Program Manager

Equal Employment Opportunity Officer: Renita Mollman

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

Insurance Broker: Lockton Companies, 444 West 47th Street, Suite 900, Kansas City, MO 64112

Insurance Companies: Liberty Mutual Fire Insurance Company, Westchester Fire Insurance Company,

Zurich American Insurance Company

**Parent Company Information  
(If Applicable)**

Name of Company: Not applicable

Address: N/A

Phone: N/A Fax: N/A

Contact Person: N/A

**Submittal is for (check one):**

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: Missouri, 1970

**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):

The state of Colorado regulates licenses to perform engineering serves at the individual level only and  
not by firm. However, we have attached a Certificate of Good Standing from the Colorado Secretary of  
State's office for Burns & McDonnell Engineering Company, Inc.

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**CERTIFICATION**

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

Signature Mark A. Lichtwardt Title Sr. Vice President

Print Name Mark Lichtwardt

Date September 3, 2020

# APPENDIX D

## DISCLOSURE OF LEGAL & ADMINISTRATIVE PROCEEDINGS AND FINANCIAL CONDITION

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II

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

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

If no disclosure required in accordance with 1-13, please sign affirmation statement.

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

In the past five years, 2015-2020, the Company has had no judgments or arbitration awards issued against it from claims that it breached a contract or failed to pay subcontractors or suppliers. In those five years, there have been nine lawsuits or arbitration demands by subcontractors or consultants, both first tier and lower tiers, which the Company has defended. Seven of those were either settled directly or by a lower-tier subcontractor; two remain pending. There have been three lawsuits by third party property owners claiming either property damage or nuisance due to design or construction work by the Company. Only one is pending at this time. There has only been one lawsuit by a Client against the Company for failure to catch a design defect by the Client's own consultant. That suit was settled. The resolution of lawsuits or arbitration demands routinely requires the details of which to remain confidential. Additional details have been provided to the City & County of Denver as part of the Contractor Prequalification process.



# APPENDIX E

## PROPOSAL DECLARATION

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II

**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 3rd day of September, 2020.

Proposer Company Name: Burns & McDonnell Engineering Company, Inc.

Proposer Business Address: 9785 Maroon Circle, Suite 400

City, State, Zip Code: Centennial, CO 80112

Telephone Number: 303-721-9292

Fax Number: 303-721-0563

Social Security or Employer ID No.: 43-0956142



ATTEST:

(Corporate Seal Here)

**PROPOSER'S SIGNATURE:**

Mark A. Lichtwardt

Mark Lichtwardt, Sr. Vice President

Printed Name

Daniel D. Korinek

Secretary's Signature

Dan Korinek, Vice President

Printed Name



# APPENDIX F

## LIST OF PROPOSED NON-M/WBE SUBCONTRACTORS

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II

**Attachment 1, Part 5 List of Proposed Non-M/WBE Subcontractors**

Proposer Company Name: Burns & McDonnell Engineering Company, Inc.

RFP Name: HVAC R-22 Refrigerant Replacement Phase 2

RFP No.: 202054748

Proposer shall list below the name, business address, work assignment and dollar value of each subcontractor that is **not** a M/WBE subcontractor that will perform work or labor or provide services to the Proposer relating to this Contract in an amount greater than one and one-half percent (1.5%) of the Proposer's total bid. Only one (1) subcontractor for each portion of the work shall be listed. Any proposed subcontractors to be utilized by the Proposer that are certified as a Small Business Enterprise (SBE) shall also be listed on the "List of Proposed Subcontractors" attached to this RFP.

If the Proposer does not identify a subcontractor to perform portions of the work which could be subcontracted on this form or, the Proposer, if it is awarded the Contract, agrees not to subcontract such portions that exceed one and one-half percent (1.5%) of the total bid amount until the Contractor has advised the SVP of AIM in writing of the reasons why the subcontractor was not listed in the proposal submission and complied with the requirements of General Condition 502.

If the Proposer is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed M/WBE Subcontractors, the Proposer agrees not to subcontract any of the work assignment identified for that subcontractor until the Proposer has advised the SVP of AIM in writing of the reasons why a different subcontractor is being used and has obtained approval.

Subcontractor Information	Work Assignment	Subcontract Dollar Value
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		

Attachment 1, Part 5 List of Proposed Non-M/WBE Subcontractors

Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		

This page can be duplicated if additional sheets are required



# APPENDIX G

## CERTIFICATION OF NON-SEGREGATED FACILITIES

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II

**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 3, 2020

Proposer Company Name: Burns & McDonnell Engineering Company, Inc.

By: Mark Lichtwardt, Sr. Vice President

Title: General Manager



# APPENDIX H

## EQUAL OPPORTUNITY REPORT STATEMENT

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II

**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  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  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  has not  filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does  does not  employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: Burns & McDonnell Engineering Company, Inc.

By: Mark A. Lichtwardt Mark Lichtwardt

Title: Senior Vice President, General Manager

**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:

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2. The Proposer has \_\_\_ 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 \_\_\_ has not \_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not \_\_\_ employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: \_\_\_\_\_

By: \_\_\_\_\_

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

**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.

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3. The Proposer has \_\_\_ has not \_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not \_\_\_ employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: \_\_\_\_\_

By: \_\_\_\_\_

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

**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.

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3. The Proposer has \_\_\_ has not \_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not \_\_\_ employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: \_\_\_\_\_

By: \_\_\_\_\_

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

**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 X has not \_\_\_ 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 \_\_\_ has not X filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not X employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: Group14 Engineering, PBC

By:  [ Matthew Cooper ]

Title: Principal

**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)**

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3. The Proposer has \_\_\_ has not \_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not \_\_\_ employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: \_\_\_\_\_

By: \_\_\_\_\_

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

**Attachment 1, Part 7 Equal Opportunity Report Statement**

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3. The Proposer has \_\_\_ has not \_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not \_\_\_ employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: \_\_\_\_\_

By: \_\_\_\_\_

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

**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.

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

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3. The Proposer has \_\_\_ has not \_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not \_\_\_ employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: \_\_\_\_\_

By: \_\_\_\_\_

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

**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.

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

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3. The Proposer has \_\_\_ has not \_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not \_\_\_ employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: \_\_\_\_\_

By: \_\_\_\_\_

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

**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.

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

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3. The Proposer has \_\_\_ has not X filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not X employ fifty (50) or more employees.

Dated: September 2, 2020

Proposer Company: North/Western Electrical Corporation of Colorado

By: Jeff Vera 

Title: Vice President of Operations

**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.

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

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3. The Proposer has  has not  filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does  does not  employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: AMERICAN INDUSTRIAL & CONSTRUCTION SUPPLY INC.  
 By: Michael D. LeDoux  
 Title: VICE-PRESIDENT

**Attachment 1, Part 7 Equal Opportunity Report Statement**

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

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3. The Proposer has \_\_\_ has not  filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not  employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: Construction Supply Services, LLC

By:  Lycia Scott

Title: Owner

\*\*Most of these questions do not apply to us, we are a small business, with just two full time employees. Owned by a native american, woman we are very aware of affirmative action, and moving forward as we are growing we will work on establishing an affirmative action program.

**Attachment 1, Part 7 Equal Opportunity Report Statement**

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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  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  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  has not \_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does  does not \_\_\_ employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: LEI Companies, Inc.  
 By: Terry Haley, Terry Haley  
 Title: Senior Estimator

**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  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  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  has not  filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
- 4. The Proposer does  does not  employ fifty (50) or more employees.

Dated: September 3, 2020

Proposer Company: Reliant Energy Systems

By: [Signature]

Title: UP



# APPENDIX I

## DSBO FORMS

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II



## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

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

### COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a 25 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 25 % MWBE Participation on the contract.

### COMPLETE IF YOU ARE A MWBE PRIME:

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting \_\_\_\_\_% MWBE Participation on the contract.

The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

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

Bidder/Proposer (Name of Firm): Burns & McDonnell Engineering Company, Inc.

Firm's Representative: Mark Lichtwardt

Title: Senior Vice President

Signature (Firm's Representative): *Mark A. Lichtwardt*

Date: September 3, 2020

Address: 9785 Maroon Circle, Suite 400

City: Centennial

State: CO

Zip: 80112

Phone: 303-721-9292

Email: mlichtwardt@burnsmcd.com



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

City & County of Denver Contract No.: 202054748

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

Contractor/Consultant		
Name of Firm: Burns & McDonnell Engineering Company, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Mark Lichtwardt, Sr. Vice President		
Signature: <i>Mark A. Lichtwardt</i>	Date: 9/3/2020	
Address: 9785 Maroon Circle, Suite 400		
City: Centennial	State: Colorado	Zip: 80112
Phone: 303.721.9292	Email: mlichtwardt@burnsmcd.com	
Total Proposed Contract Value \$: \$24,169,554	Self-Performing Contract Value \$:	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: Latcon Corp.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)	
Firm's Representative: Brandi Livengood		
Phone: 719.924.1083	Email: blivengood@latconcorp.com	
Type of Service: Concrete, Thermal Protection & Finishes		

Name of Firm: SAN Engineering, LLC	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: John Migliaccio, PE		
Phone: 303.953.9014 (x111)	Email: john@sanstructural.com	
Type of Service: Structural Engineering		

Name of Firm: SynEnergy LLC	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Mina McCullom, PE, CEM		
Phone: 720.204.1527 (x2001)	Email: Mina.McCullum@SynEnergyLLC.com	
Type of Service: MEP Engineering		



Name of Firm: PK Electrical, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Alan Wiskus	
Phone: 720.481.3290 (x3164)	Email: awiskus@pkelectrical.com
Type of Service: Electrical Engineering	

Name of Firm: LEI Companies, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Terry Haley	
Phone: 303.961.1435	Email: thaley@leicompanies.com
Type of Service: Controls Subcontractor	

Name of Firm: Group14 Engineering, PBC	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Matt Cooper, PE, CCP, CxA, LEED AP	
Phone: 303.919.7841	Email: mcooper@group14eng.com
Type of Service: Commissioning	

Name of Firm: Construction Supply Services	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)
Firm's Representative: Lycia Scott	
Phone: 303.717.5206	Email: constructionsupplydenver@gmail.com
Type of Service: Mechanical Construction Materials	

Name of Firm: Reliant Energy Systems, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Preston Moore	
Phone: 303.284.3674	Email: preston@resinsulation.com
Type of Service: Mechanical Construction Support	

Name of Firm: American Industrial & Construction Supply, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Mike Ledoux	
Phone: 303.292.5424	Email: michael@aicscolorado.com
Type of Service: Electrical Construction Materials	

Name of Firm: North/Western Electrical Corporation of Colorado	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Jeff Vera	
Phone: 303.452.8576	Email: jvera@northwesternelec.com
Type of Service: Electrical Construction Support	

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



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): Burns &amp; McDonnell Engineering Company, Inc.

Self-Performing:

 Yes  No

Firm's Representative: Mark Lichtwardt

Title: Senior Vice President

Signature (Firm's Representative): *Mark A. Lichtwardt*

Date: 9/3/2020

Address: 9785 Maroon Circle, Suite 400

City: Centennial

State: Colorado

Zip: 80112

Phone: 303.721.9292

Email: mlichtwardt@burnsmcd.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: Latcon Corp.

 MWBE(v)  SBE(v) EBE(v)  DBE(v)

Firm's Representative: Brandi Livengood

Title: Vice President

Signature: *B. Livengood*

Date: 9/3/2020

Address: 920 West 10th Street

City: Pueblo

State: Colorado

Zip: 81003

Phone: 719.924.1083

Email: blivengood@latconcorp.com

Scope of Work: Concrete, Thermal Protection &amp; Finishes

NAICS Code(s): 238110,

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

\$ 3,209,820.00

13.3 %

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm: Trautman &amp; Shreve

Firm's Representative: George Wortman

Title: Project Development Manager

Signature: *George Wortman*

Date: 9/3/2020

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



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Logged on as:  
**Brandelynn Livengood**  
**Latcon Corp**

### Vendor Capabilities

BUSINESS NAME	<b>Latcon Corp</b>
SYSTEM VENDOR NUMBER	<b>20316020</b>
PRIMARY OWNER'S NAME	<b>Ronney Garcia</b>
ETHNIC GROUP	<b>Hispanic</b>
GENDER	<b>Male</b>

### Certification Information

CERTIFYING AGENCY	<b>City and County of Denver</b>
CERTIFICATION TYPE	<b>DBE - Disadvantaged Business Enterprise</b>
EFFECTIVE DATE	<b>4/24/2019</b>
RENEWAL DATE	<b>6/30/2021</b>



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
www.denvergov.org/dsbo

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
www.flydenver.com

June 24, 2020

Ronney Garcia  
Latcon Corp  
920 West 10th Street  
Pueblo, CO 81003-1083

Dear Ronney Garcia:

**SUBJECT: Emerging Business Enterprise (EBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Latcon Corp for certification as an Emerging Business Enterprise (EBE). Latcon Corp will be listed in the City and County of Denver's Emerging Business Enterprise (EBE) Certification Directory. Your firm is certified with the following certification dates:

**June 22, 2020 to June 30, 2022**

Listed below is each NAICS code for which Latcon Corp is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS Codes:**

NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING  
NAICS 238110: CONCRETE FINISHING  
NAICS 238110: CONCRETE FLOOR SURFACING  
NAICS 238110: CONCRETE PUMPING (I.E., PLACEMENT)  
NAICS 238110: CONCRETE REPAIR  
NAICS 238110: FOOTING AND FOUNDATION CONCRETE CONTRACTORS  
NAICS 238110: GROUTING (I.E., REINFORCING WITH CONCRETE)  
NAICS 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION  
NAICS 238190: ORNAMENTAL METAL WORK INSTALLATION  
NAICS 238190: STAIRWAY, METAL, INSTALLATION  
NAICS 238210: LOW VOLTAGE ELECTRICAL WORK  
NAICS 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE) INSTALLATION CONTRACTORS  
NAICS 238220: SHEET METAL DUCT WORK INSTALLATION  
NAICS 238320: PAINTING (EXCEPT ROOF) CONTRACTORS  
NAICS 238350: FINISH CARPENTRY  
NAICS 238390: CONCRETE COATING, GLAZING OR SEALING  
NAICS 238910: CONCRETE BREAKING AND CUTTING FOR DEMOLITION  
NAICS 238910: EXCAVATION CONTRACTORS  
NAICS 238990: CONCRETE SAWING AND DRILLING (EXCEPT DEMOLITION)  
NAICS 332812: COATING METALS AND METAL PRODUCTS FOR THE TRADE  
NAICS 332812: POWDER COATING METALS AND METAL PRODUCTS FOR THE TRADE  
NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an EBE.

Please be aware that your EBE **Certification is valid for a period of one (1) year, and must be renewed annually.** It is your responsibility to request and submit a renewal and application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your EBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming bidding opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina' followed by a stylized flourish.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
www.denvergov.org/dsbo

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
www.flydenver.com

June 24, 2020

Ronney Garcia  
Latcon Corp  
920 West 10th Street  
Pueblo, CO 81003-1083

Dear Ronney Garcia:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Latcon Corp for certification as a **Minority/Women Business Enterprise (M/WBE)**. Latcon Corp will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**June 22, 2020 to June 30, 2022**

Listed below is each NAICS code for which Latcon Corp is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING  
NAICS 238110: CONCRETE FINISHING  
NAICS 238110: CONCRETE FLOOR SURFACING  
NAICS 238110: CONCRETE PUMPING (I.E., PLACEMENT)  
NAICS 238110: CONCRETE REPAIR  
NAICS 238110: FOOTING AND FOUNDATION CONCRETE CONTRACTORS  
NAICS 238110: GROUTING (I.E., REINFORCING WITH CONCRETE)  
NAICS 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION  
NAICS 238190: ORNAMENTAL METAL WORK INSTALLATION  
NAICS 238190: STAIRWAY, METAL, INSTALLATION  
NAICS 238210: LOW VOLTAGE ELECTRICAL WORK  
NAICS 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE) INSTALLATION CONTRACTORS  
NAICS 238220: SHEET METAL DUCT WORK INSTALLATION  
NAICS 238320: PAINTING (EXCEPT ROOF) CONTRACTORS  
NAICS 238350: FINISH CARPENTRY  
NAICS 238390: CONCRETE COATING, GLAZING OR SEALING  
NAICS 238910: CONCRETE BREAKING AND CUTTING FOR DEMOLITION  
NAICS 238910: EXCAVATION CONTRACTORS  
NAICS 238990: CONCRETE SAWING AND DRILLING (EXCEPT DEMOLITION)  
NAICS 332812: COATING METALS AND METAL PRODUCTS FOR THE TRADE  
NAICS 332812: POWDER COATING METALS AND METAL PRODUCTS FOR THE TRADE  
NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually.** It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing)

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina Gibson', with a stylized flourish at the end.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



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Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

June 24, 2020

Ronney Garcia  
Latcon Corp DBA N/A  
920 West 10th Street  
Pueblo, CO 81003-1083

Dear Ronney Garcia:

**SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Latcon Corp DBA N/A for certification as a Small Business Enterprise (SBE). Latcon Corp DBA N/A will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

**June 22, 2020 to June 30, 2022**

Listed below is each NAICS code for which Latcon Corp DBA N/A is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING  
NAICS 238110: CONCRETE FINISHING  
NAICS 238110: CONCRETE FLOOR SURFACING  
NAICS 238110: CONCRETE PUMPING (I.E., PLACEMENT)  
NAICS 238110: CONCRETE REPAIR  
NAICS 238110: FOOTING AND FOUNDATION CONCRETE CONTRACTORS  
NAICS 238110: GROUTING (I.E., REINFORCING WITH CONCRETE)  
NAICS 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION  
NAICS 238190: ORNAMENTAL METAL WORK INSTALLATION  
NAICS 238190: STAIRWAY, METAL, INSTALLATION  
NAICS 238210: LOW VOLTAGE ELECTRICAL WORK  
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NAICS 238350: FINISH CARPENTRY  
NAICS 238390: CONCRETE COATING, GLAZING OR SEALING  
NAICS 238910: CONCRETE BREAKING AND CUTTING FOR DEMOLITION  
NAICS 238910: EXCAVATION CONTRACTORS  
NAICS 238990: CONCRETE SAWING AND DRILLING (EXCEPT DEMOLITION)  
NAICS 332812: COATING METALS AND METAL PRODUCTS FOR THE TRADE  
NAICS 332812: POWDER COATING METALS AND METAL PRODUCTS FOR THE TRADE  
NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing)

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson". The signature is fluid and cursive, with the first name "Adrina" and the last name "Gibson" clearly distinguishable.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): Burns &amp; McDonnell Engineering Company, Inc.

Self-Performing:  
 Yes  No

Firm's Representative: Mark Lichtwardt

Title: Senior Vice President

Signature (Firm's Representative): *Mark A. Lichtwardt*

Date: 9/3/2020

Address: 9785 Maroon Circle, Suite 400

City: Centennial

State: Colorado

Zip: 80112

Phone: 303.721.9292

Email: mlichtwardt@burnsmcd.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: SAN Engineering, LLC

 MWBE(v)  SBE(v)  
 EBE(v)  DBE(v)

Firm's Representative: John Migliaccio

Title: Structural Engineering Manager

Signature: *John Migliaccio*

Date: 9/3/2020

Address: 1150 W. Littleton Blvd, Suite 200

City: Littleton

State: Colorado

Zip: 80120

Phone: 303.953.9014 (x111)

Email: john@sanstructural.com

Scope of Work: Structural Engineering

NAICS Code(s): 541330, 541340

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

\$ 99,302.80

0.4 %

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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

Eduardo San

San Engineering

1150 W. Littleton Blvd.

Suite 200

Littleton, CO 80120

Dear Eduardo San:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved San Engineering for certification as a Minority/Women Business Enterprise (M/WBE). San Engineering will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

June 5, 2020 to June 4, 2021

Listed below is each NAICS code for which San Engineering is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

NAICS 541320: URBAN PLANNING SERVICES

NAICS 541330: CIVIL ENGINEERING SERVICES

NAICS 541340: DRAFTING SERVICES

NAICS 541350: BUILDING INSPECTION SERVICES

NAICS 541370: LAND SURVEYING SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson

Director of the Division of Small Business Opportunity

Office of Economic Development | City and County of Denver

P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver

Office of Economic Development

DocuSign Envelope ID: 6CCE0A59-746A-4F02-8D8E-D42A1D307923

<http://denver.mwdbe.com>

This message was sent to: [eduardo@sanengineeringllc.com](mailto:eduardo@sanengineeringllc.com)

Sent on: 6/5/2020 2:36:52 PM

System ReferenceID:



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): Burns &amp; McDonnell Engineering Company, Inc.

Self-Performing:  
 Yes  No

Firm's Representative: Mark Lichtwardt

Title: Senior Vice President

Signature (Firm's Representative):

Date: 9/3/2020

Address: 9785 Maroon Circle, Suite 400

City: Centennial

State: Colorado

Zip: 80112

Phone: 303.721.9292

Email: mlichtwardt@burnsmcd.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: SynEnergy LLC

 MWBE(v)  SBE(v)  
 EBE(v)  DBE(v)

Firm's Representative: Mina McCullom

Title: President &amp; CEO

Signature:

Date: 9/3/2020

Address: 8725 West 14th Ave, Suite 215

City: Lakewood

State: Colorado

Zip: 80215

Phone: 720.204.1527 (x2001)

Email: Mina.McCollum@SynEnergyLLC.com

Scope of Work: MEP Engineering

NAICS Code(s):

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

\$ 242,249.33

1.0 %

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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



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f: 720.913.1809  
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Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

April 2, 2020

Ishimine Mccullom  
SynEnergy  
8725 West 14th Ave Suite 215  
Lakewood, CO 80215

Dear Ishimine Mccullom:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved SynEnergy for certification as a **Minority/Women Business Enterprise (M/WBE)**. SynEnergy will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**April 2, 2020 to April 7, 2021**

Listed below is each NAICS code for which SynEnergy is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 541330: ELECTRICAL ENGINEERING SERVICES  
DENVER 541330: MECHANICAL ENGINEERING SERVICES  
DENVER 541350: ENERGY EFFICIENCY INSPECTION SERVICES  
DENVER 541690: ENERGY CONSULTING SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): Burns &amp; McDonnell Engineering Company, Inc.

Self-Performing:  
 Yes  No

Firm's Representative: Mark Lichtwardt

Title: Senior Vice President

Signature (Firm's Representative): *Mark A. Lichtwardt*

Date: 9/3/2020

Address: 9785 Maroon Circle, Suite 400

City: Centennial

State: Colorado

Zip: 80112

Phone: 303.721.9292

Email: mlichtwardt@burnsmcd.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: PK Electrical, Inc.

 MWBE(v)  SBE(v)  
 EBE(v)  DBE(v)

Firm's Representative: Alan Wiskus

Title: Principal &amp; Vice President

Signature: *Alan Wiskus*

Date: 9/3/2020

Address: 4601 DTC Boulevard, Suite 740

City: Denver

State: Colorado

Zip: 80237

Phone: 720.481.3290 (x3164)

Email: awiskus@pkelectrical.com

Scope of Work: Electrical Engineering

NAICS Code(s): 541330

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

\$ 218,242.64

0.9 %

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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



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p: 303.342.2180  
f: 303.342.2190  
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June 4, 2020

Karen Purcell  
Purcell Electrical Professional Corporation DBA PK Electrical, Inc.  
681 Sierra Rose Drive Suite B  
Suite B  
Reno, NV 89511

Dear: Karen Purcell:

The Division of Small Business Opportunity is pleased to inform you that Purcell Electrical Professional Corporation DBA PK Electrical, Inc. is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Purcell Electrical Professional Corporation DBA PK Electrical, Inc. is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 541330: ELECTRICAL ENGINEERING SERVICES

The anniversary date of your firm's DBE certification is January 31, 2021. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



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f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

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8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

June 4, 2020

Karen Purcell  
Purcell Electrical Professional Corporation DBA PK Electrical, Inc.  
681 Sierra Rose Drive Suite B  
Suite B  
Reno, NV 89511

Dear Karen Purcell:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Purcell Electrical Professional Corporation DBA PK Electrical, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. Purcell Electrical Professional Corporation DBA PK Electrical, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**January 27, 2020 to January 31, 2023**

Listed below is each NAICS code for which Purcell Electrical Professional Corporation DBA PK Electrical, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

NAICS 541330: ELECTRICAL ENGINEERING SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina Gibson'.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



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f: 303.342.2190  
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June 4, 2020

Karen Purcell  
Purcell Electrical Professional Corporation DBA PK Electrical, Inc.  
681 Sierra Rose Drive Suite B  
Suite B  
Reno, NV 89511

Dear Karen Purcell:

**SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Purcell Electrical Professional Corporation DBA PK Electrical, Inc. for certification as a Small Business Enterprise (SBE). Purcell Electrical Professional Corporation DBA PK Electrical, Inc. will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

**January 27, 2020 to January 31, 2023**

Listed below is each NAICS code for which Purcell Electrical Professional Corporation DBA PK Electrical, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

NAICS 541330: ELECTRICAL ENGINEERING SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): Burns &amp; McDonnell Engineering Company, Inc.

Self-Performing:  
 Yes  No

Firm's Representative: Mark Lichtwardt

Title: Senior Vice President

Signature (Firm's Representative):

Date: 9/3/2020

Address: 9785 Maroon Circle, Suite 400

City: Centennial

State: Colorado

Zip: 80112

Phone: 303.721.9292

Email: mlichtwardt@burnsmcd.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: LEI Companies, Inc.

 MWBE(v)  SBE(v)  
 EBE(v)  DBE(v)

Firm's Representative: Terry Haley

Title:

Signature:

Date: 9/3/2020

Address: 14828 West 6th Avenue

City: Golden

State: Colorado

Zip: 80401

Phone: 303.961.1435

Email: thaley@leicompanies.com

Scope of Work: Controls Subcontractor

NAICS Code(s):

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

\$ 997,943.30

4.1%

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm: Trautman &amp; Shreve

Firm's Representative: George Wortman

Title: Project Development Manager

Signature:

Date: 9/3/2020

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



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[www.flydenver.com](http://www.flydenver.com)

July 7, 2020

Brandon Berumen  
LEI Companies, Inc. DBA Not Applicable  
14828 W. 6th Ave., Unit 12-B  
Golden, CO 80401

Dear: Brandon Berumen:

The Division of Small Business Opportunity is pleased to inform you that LEI Companies, Inc. DBA Not Applicable is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

LEI Companies, Inc. DBA Not Applicable is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 238210: BUILDING AUTOMATION SYSTEM INSTALLATION CONTRACTORS  
NAICS 238210: ELECTRICAL CONTRACTORS  
NAICS 238210: LIGHTING SYSTEM INSTALLATION  
NAICS 238210: LOW VOLTAGE ELECTRICAL WORK  
NAICS 238210: SECURITY AND FIRE SYSTEM, INSTALLATION ONLY

The anniversary date of your firm's DBE certification is July 31, 2021. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



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p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

July 7, 2020

Brandon Berumen  
LEI Companies, Inc. DBA Not Applicable  
14828 W. 6th Ave., Unit 12-B  
Golden, CO 80401

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification Approval**

Dear Brandon Berumen:

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO or Division), has approved LEI Companies, Inc. DBA Not Applicable for certification as a **Minority/Women Business Enterprise (MWBE)**. LEI Companies, Inc. DBA Not Applicable will be listed in the City and County of Denver's Minority/Women Business Enterprise (MWBE) Certification Directory. This notification is pursuant to Article VII of Chapter 28, Div. 3 of the Denver Revised Municipal Code (D.R.M.C. or the Code) Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions.

Listed below is each NAICS code for which LEI Companies, Inc. DBA Not Applicable is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

NAICS 238210: BUILDING AUTOMATION SYSTEM INSTALLATION CONTRACTORS  
NAICS 238210: ELECTRICAL CONTRACTORS  
NAICS 238210: LIGHTING SYSTEM INSTALLATION  
NAICS 238210: LOW VOLTAGE ELECTRICAL WORK  
NAICS 238210: SECURITY AND FIRE SYSTEM, INSTALLATION ONLY

This certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city owned property for contracts with construction, reconstruction, remodeling, professional design and construction services.

Your firm is certified with the following certification dates:

**July 7, 2020 to July 31, 2022**

Your firm's certification renewal date is:

**July 31, 2021**

**Important Information Regarding Your Certification**

During the certification period, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. **Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory, and possible revocation of certification of your business enterprise as an M/WBE.**

Please be aware that your firm's M/WBE certification is valid for three (3) years, but you are **required** to submit a no change affidavit and business taxes **annually** to verify eligibility. It is your responsibility to keep your certification current. Please mark your calendar and begin the renewal process no less than ninety (90) days prior to your renewal date. Your application and all accompanying documents should be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The recertification process may take up to 90 days. **Failure to submit required documentation annually, your certification will be marked expired and removed as an active certification.**

Please add [denver@mwdbe.com](mailto:denver@mwdbe.com) to your safe sender list because a considerable amount of the communication DSBO sends out comes from the Small Business Certification and Contract Management System.

DocuSign Envelope ID: 6CCE0A59-746A-4F02-8D8E-D42A1D307923 ding for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo).

If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at [tammy.trujillo@denvergov.org](mailto:tammy.trujillo@denvergov.org)

Sincerely,



Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

cc: Atinut Chulajata, Certification Analyst, DSBO  
Tammy Trujillo, Certification Supervisor, DSBO  
Elly Bacon, Assistant Director, DSBO



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
www.denvergov.org/dsbo

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July 7, 2020

Brandon Berumen  
LEI Companies, Inc. DBA Not Applicable  
14828 W. 6th Ave., Unit 12-B  
Golden, CO 80401

**SUBJECT: Small Business Enterprise (SBE) Certification Approval**

Dear Brandon Berumen:

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO or Division), has approved LEI Companies, Inc. DBA Not Applicable for certification as a **Small Business Enterprise (SBE)**. LEI Companies, Inc. DBA Not Applicable will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory. This notification is pursuant to Article VII of Chapter 28, Div. 3 of the Denver Revised Municipal Code (D.R.M.C. or the Code) Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions.

Listed below is each NAICS code for which LEI Companies, Inc. DBA Not Applicable is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

- NAICS 238210: BUILDING AUTOMATION SYSTEM INSTALLATION CONTRACTORS
- NAICS 238210: ELECTRICAL CONTRACTORS
- NAICS 238210: LIGHTING SYSTEM INSTALLATION
- NAICS 238210: LOW VOLTAGE ELECTRICAL WORK
- NAICS 238210: SECURITY AND FIRE SYSTEM, INSTALLATION ONLY

This certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city owned property for contracts with construction, reconstruction, remodeling, professional design and construction services.

Your firm is certified with the following certification dates:

**July 7, 2020 to July 31, 2022**

Your firm's certification renewal date is:

**July 31, 2021**

**Important Information Regarding Your Certification**

During the certification period, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. **Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory, and possible revocation of certification of your business enterprise as an SBE.**

Please be aware that your firm's SBE certification is valid for three (3) years, but you are **required** to submit a no change affidavit and business taxes **annually** to verify eligibility. It is your responsibility to keep your certification current. Please mark your calendar and begin the renewal process no less than ninety (90) days prior to your renewal date. Your application and all accompanying documents should be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The recertification process may take up to 90 days. **Failure to submit required documentation annually, your certification will be marked expired and removed as an active certification.**

Please add [denver@mwdbe.com](mailto:denver@mwdbe.com) to your safe sender list because a considerable amount of the communication DSBO sends out comes from the Small Business Certification and Contract Management System.

DocuSign Envelope ID: 6CCE0A59-746A-4F02-8D8E-D42A1D307923 g for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo).

If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at [tammy.trujillo@denvergov.org](mailto:tammy.trujillo@denvergov.org)

Sincerely,



Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

cc: Atinut Chulajata, Certification Analyst, DSBO  
Tammy Trujillo, Certification Supervisor, DSBO  
Elly Bacon, Assistant Director, DSBO



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): Burns & McDonnell Engineering Company, Inc.		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Firm's Representative: Mark Lichtwardt		Title: Senior Vice President
Signature (Firm's Representative): <i>Mark A. Lichtwardt</i>		Date: 9/3/2020
Address: 9785 Maroon Circle, Suite 400		
City: Centennial	State: Colorado	Zip: 80112
Phone: 303.721.9292	Email: mlichtwardt@burnsmcd.com	

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: Group14 Engineering, PBC		<input checked="" type="checkbox"/> MWBE(v) <input checked="" type="checkbox"/> SBE(v) <input type="checkbox"/> EBE(v) <input checked="" type="checkbox"/> DBE(v)
Firm's Representative: Matt Cooper		Title: Principal / Commissioning Team Leader
Signature: <i>Matt Cooper</i>		Date: 9/3/2020
Address: 1325 East 16th Avenue		
City: Denver	State: Colorado	Zip: 80218
Phone: 303.919.7841	Email: mcooper@group14eng.com	
Scope of Work: Commissioning		

NAICS Code(s): 541330

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

\$ 190,182.93

0.8 %

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm:	
Firm's Representative:	Title:
Signature:	Date:

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



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September 19, 2019

Susan Reilly  
Group14 Engineering, PBC DBA Group14 Engineering, Inc.  
1325 E 16th Ave  
Denver, CO 80218

Dear: Susan Reilly:

The Division of Small Business Opportunity is pleased to inform you that Group14 Engineering, PBC DBA Group14 Engineering, Inc. is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Group14 Engineering, PBC DBA Group14 Engineering, Inc. is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 236220: PROJECT MANAGEMENT  
CO UCP NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES  
CO UCP NAICS 541690: ENERGY CONSULTING SERVICES  
CO UCP NAICS 561499: ALL OTHER BUSINESS SUPPORT SERVICES

The anniversary date of your firm's DBE certification is September 18, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



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September 19, 2019

Susan Reilly  
Group14 Engineering, PBC DBA Group14 Engineering, Inc.  
1325 E 16th Ave  
Denver, CO 80218

Dear Susan Reilly:

**SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Group14 Engineering, PBC DBA Group14 Engineering, Inc. for certification as a Small Business Enterprise (SBE). Group14 Engineering, PBC DBA Group14 Engineering, Inc. will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

**September 19, 2019 to September 18, 2020**

Listed below is each NAICS code for which Group14 Engineering, PBC DBA Group14 Engineering, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 236220: PROJECT MANAGEMENT  
DENVER 541620: ENVIRONMENTAL CONSULTING SERVICES  
DENVER 541690: ENERGY CONSULTING SERVICES  
DENVER 561499: ALL OTHER BUSINESS SUPPORT SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson





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[www.Nydenver.com](http://www.Nydenver.com)

September 19, 2019

Susan Reilly  
Group14 Engineering, PBC DBA Group14 Engineering, Inc.  
1325 E 16th Ave  
Denver, CO 80218

Dear Susan Reilly:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Group14 Engineering, PBC DBA Group14 Engineering, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. Group14 Engineering, PBC DBA Group14 Engineering, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**September 19, 2019 to September 18, 2020**

Listed below is each NAICS code for which Group14 Engineering, PBC DBA Group14 Engineering, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 236220: PROJECT MANAGEMENT  
DENVER 541620: ENVIRONMENTAL CONSULTING SERVICES  
DENVER 541690: ENERGY CONSULTING SERVICES  
DENVER 561499: ALL OTHER BUSINESS SUPPORT SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to be "A. A.", is located at the bottom left of the page.

DocuSign Envelope ID: 6CCE0A59-746A-4F02-8D8E-D42A1D307923  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): Burns &amp; McDonnell Engineering Company, Inc.

Self-Performing:

 Yes  No

Firm's Representative: Mark Lichtwardt

Title: Senior Vice President

Signature (Firm's Representative): *Mark A. Lichtwardt*

Date: 9/3/2020

Address: 9785 Maroon Circle, Suite 400

City: Centennial

State: Colorado

Zip: 80112

Phone: 303.721.9292

Email: mlichtwardt@burnsmcd.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: Construction Supply Services

 MWBE(v)  SBE(v) EBE(v)  DBE(v)

Firm's Representative: Lycia Scott

Title: Owner

Signature: *Lycia Scott*

Date: 9/3/2020

Address: 2240 East 74th Place, Unit B

City: Denver

State: Colorado

Zip: 80229

Phone: 303.717.5206

Email: constructionsupplydenver@gmail.com

Scope of Work: Mechanical Construction Materials

NAICS Code(s): 423730, 423740, 423840, 423610

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

\$1,847,724.82

7.6 %

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm: Trautman &amp; Shreve

Firm's Representative: George Wortman

Title: Project Development Manager

Signature: *George Wortman*

Date: 9/3/2020

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



March 23, 2020

Lycia Scott  
Construction Supply Services DBA None  
2240 East 74th Place  
Unit B  
Denver, CO 80229

Dear: Lycia Scott:

The Division of Small Business Opportunity is pleased to inform you that Construction Supply Services DBA None is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Construction Supply Services DBA None is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 423120: AUTOMOBILE GLASS MERCHANT WHOLESALERS  
CO UCP NAICS 423120: ENGINES AND PARTS, AUTOMOTIVE, NEW, MERCHANT WHOLESALERS  
CO UCP NAICS 423120: MOTOR VEHICLE PARTS AND ACCESSORIES, NEW, MERCHANT WHOLESALERS  
CO UCP NAICS 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS  
CO UCP NAICS 423610: INSULATED WIRE OR CABLE MERCHANT WHOLESALERS  
CO UCP NAICS 423610: LIGHTING FIXTURES, ELECTRIC, MERCHANT WHOLESALERS  
CO UCP NAICS 423610: WIRING SUPPLIES MERCHANT WHOLESALERS  
CO UCP NAICS 423720: PLUMBING EQUIPMENT MERCHANT WHOLESALERS  
CO UCP NAICS 423720: PLUMBING SUPPLIES MERCHANT WHOLESALERS  
CO UCP NAICS 423730: AIR-CONDITIONING EQUIPMENT (EXCEPT ROOM UNITS) MERCHANT WHOLESALERS  
CO UCP NAICS 423730: HEATING EQUIPMENT, WARM AIR (I.E. FORCED AIR), MERCHANT WHOLESALERS  
CO UCP NAICS 423730: VENTILATING EQUIPMENT AND SUPPLIES (EXCEPT HOUSEHOLD-TYPE FANS) MERCHANT WHOLESALERS  
CO UCP NAICS 423740: REFRIGERATION EQUIPMENT AND SUPPLIES, COMMERCIAL-TYPE, MERCHANT WHOLESALERS  
CO UCP NAICS 423820: IRRIGATION EQUIPMENT MERCHANT WHOLESALERS  
CO UCP NAICS 423830: COMPRESSORS (EXCEPT AIR-CONDITIONING, REFRIGERATION) MERCHANT WHOLESALERS  
CO UCP NAICS 423830: FURNACES, INDUSTRIAL PROCESS, MERCHANT WHOLESALERS  
CO UCP NAICS 423830: METALWORKING MACHINERY AND EQUIPMENT MERCHANT WHOLESALERS  
CO UCP NAICS 423830: PUMPS AND PUMPING EQUIPMENT, INDUSTRIAL-TYPE, MERCHANT WHOLESALERS  
CO UCP NAICS 423830: WELDING MACHINERY AND EQUIPMENT MERCHANT WHOLESALERS  
CO UCP NAICS 423840: BEARINGS MERCHANT WHOLESALERS  
CO UCP NAICS 423840: INDUSTRIAL SUPPLIES MERCHANT WHOLESALERS  
CO UCP NAICS 423840: WELDING SUPPLIES (EXCEPT WELDING GASES) MERCHANT WHOLESALERS  
CO UCP NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS

The anniversary date of your firm's DBE certification is April 19, 2021. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson





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f: 303.342.2190  
www.flydenver.com

March 23, 2020

Lycia Scott  
Construction Supply Services DBA None  
2240 East 74th Place  
Unit B  
Denver, CO 80229

Dear Lycia Scott:

**SUBJECT: Emerging Business Enterprise (EBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Construction Supply Services DBA None for certification as an Emerging Business Enterprise (EBE). Construction Supply Services DBA None will be listed in the City and County of Denver's Emerging Business Enterprise (EBE) Certification Directory. Your firm is certified with the following certification dates:

**March 23, 2020 to April 19, 2021**

Listed below is each NAICS code for which Construction Supply Services DBA None is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS Codes:**

DENVER 423120: AUTOMOBILE GLASS MERCHANT WHOLESALERS  
 DENVER 423120: ENGINES AND PARTS, AUTOMOTIVE, NEW, MERCHANT WHOLESALERS  
 DENVER 423120: MOTOR VEHICLE PARTS AND ACCESSORIES, NEW, MERCHANT WHOLESALERS  
 DENVER 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS  
 DENVER 423610: INSULATED WIRE OR CABLE MERCHANT WHOLESALERS  
 DENVER 423610: LIGHTING FIXTURES, ELECTRIC, MERCHANT WHOLESALERS  
 DENVER 423610: WIRING SUPPLIES MERCHANT WHOLESALERS  
 DENVER 423720: PLUMBING EQUIPMENT MERCHANT WHOLESALERS  
 DENVER 423720: PLUMBING SUPPLIES MERCHANT WHOLESALERS  
 DENVER 423730: AIR-CONDITIONING EQUIPMENT (EXCEPT ROOM UNITS) MERCHANT WHOLESALERS  
 DENVER 423730: HEATING EQUIPMENT, WARM AIR (I.E. FORCED AIR), MERCHANT WHOLESALERS  
 DENVER 423730: VENTILATING EQUIPMENT AND SUPPLIES (EXCEPT HOUSEHOLD-TYPE FANS) MERCHANT WHOLESALERS  
 DENVER 423740: REFRIGERATION EQUIPMENT AND SUPPLIES, COMMERCIAL-TYPE, MERCHANT WHOLESALERS  
 DENVER 423820: IRRIGATION EQUIPMENT MERCHANT WHOLESALERS  
 DENVER 423830: COMPRESSORS (EXCEPT AIR-CONDITIONING, REFRIGERATION) MERCHANT WHOLESALERS  
 DENVER 423830: FURNACES, INDUSTRIAL PROCESS, MERCHANT WHOLESALERS  
 DENVER 423830: METALWORKING MACHINERY AND EQUIPMENT MERCHANT WHOLESALERS  
 DENVER 423830: PUMPS AND PUMPING EQUIPMENT, INDUSTRIAL-TYPE, MERCHANT WHOLESALERS  
 DENVER 423830: WELDING MACHINERY AND EQUIPMENT MERCHANT WHOLESALERS  
 DENVER 423840: BEARINGS MERCHANT WHOLESALERS  
 DENVER 423840: INDUSTRIAL SUPPLIES (EXCEPT DISPOSABLE PLASTICS, PAPER) MERCHANT WHOLESALERS  
 DENVER 423840: WELDING SUPPLIES (EXCEPT WELDING GASES) MERCHANT WHOLESALERS  
 DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an EBE.

Please be aware that your EBE **Certification is valid for a period of one (1) year, and must be renewed annually.** It is your responsibility to request and submit a renewal and application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your EBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming bidding opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina', written in a cursive style.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



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www.flydenver.com

March 23, 2020

Lycia Scott  
Construction Supply Services DBA None  
2240 East 74th Place  
Unit B  
Denver, CO 80229

Dear Lycia Scott:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Construction Supply Services DBA None for certification as a **Minority/Women Business Enterprise (M/WBE)**. Construction Supply Services DBA None will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**March 23, 2020 to April 19, 2021**

Listed below is each NAICS code for which Construction Supply Services DBA None is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

- DENVER 423120: AUTOMOBILE GLASS MERCHANT WHOLESALERS
- DENVER 423120: ENGINES AND PARTS, AUTOMOTIVE, NEW, MERCHANT WHOLESALERS
- DENVER 423120: MOTOR VEHICLE PARTS AND ACCESSORIES, NEW, MERCHANT WHOLESALERS
- DENVER 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS
- DENVER 423610: INSULATED WIRE OR CABLE MERCHANT WHOLESALERS
- DENVER 423610: LIGHTING FIXTURES, ELECTRIC, MERCHANT WHOLESALERS
- DENVER 423610: WIRING SUPPLIES MERCHANT WHOLESALERS
- DENVER 423720: PLUMBING EQUIPMENT MERCHANT WHOLESALERS
- DENVER 423720: PLUMBING SUPPLIES MERCHANT WHOLESALERS
- DENVER 423730: AIR-CONDITIONING EQUIPMENT (EXCEPT ROOM UNITS) MERCHANT WHOLESALERS
- DENVER 423730: HEATING EQUIPMENT, WARM AIR (I.E. FORCED AIR), MERCHANT WHOLESALERS
- DENVER 423730: VENTILATING EQUIPMENT AND SUPPLIES (EXCEPT HOUSEHOLD-TYPE FANS) MERCHANT WHOLESALERS
- DENVER 423740: REFRIGERATION EQUIPMENT AND SUPPLIES, COMMERCIAL-TYPE, MERCHANT WHOLESALERS
- DENVER 423820: IRRIGATION EQUIPMENT MERCHANT WHOLESALERS
- DENVER 423830: COMPRESSORS (EXCEPT AIR-CONDITIONING, REFRIGERATION) MERCHANT WHOLESALERS
- DENVER 423830: FURNACES, INDUSTRIAL PROCESS, MERCHANT WHOLESALERS
- DENVER 423830: METALWORKING MACHINERY AND EQUIPMENT MERCHANT WHOLESALERS
- DENVER 423830: PUMPS AND PUMPING EQUIPMENT, INDUSTRIAL-TYPE, MERCHANT WHOLESALERS
- DENVER 423830: WELDING MACHINERY AND EQUIPMENT MERCHANT WHOLESALERS
- DENVER 423840: BEARINGS MERCHANT WHOLESALERS
- DENVER 423840: INDUSTRIAL SUPPLIES (EXCEPT DISPOSABLE PLASTICS, PAPER) MERCHANT WHOLESALERS
- DENVER 423840: WELDING SUPPLIES (EXCEPT WELDING GASES) MERCHANT WHOLESALERS
- DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually.** It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina', written in a cursive style.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



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f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

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Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

March 23, 2020

Lycia Scott  
Construction Supply Services DBA None  
2240 East 74th Place  
Unit B  
Denver, CO 80229

Dear Lycia Scott:

**SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Construction Supply Services DBA None for certification as a Small Business Enterprise (SBE). Construction Supply Services DBA None will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

**March 23, 2020 to April 19, 2021**

Listed below is each NAICS code for which Construction Supply Services DBA None is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 423120: AUTOMOBILE GLASS MERCHANT WHOLESALERS  
DENVER 423120: ENGINES AND PARTS, AUTOMOTIVE, NEW, MERCHANT WHOLESALERS  
DENVER 423120: MOTOR VEHICLE PARTS AND ACCESSORIES, NEW, MERCHANT WHOLESALERS  
DENVER 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS  
DENVER 423610: INSULATED WIRE OR CABLE MERCHANT WHOLESALERS  
DENVER 423610: LIGHTING FIXTURES, ELECTRIC, MERCHANT WHOLESALERS  
DENVER 423610: WIRING SUPPLIES MERCHANT WHOLESALERS  
DENVER 423720: PLUMBING EQUIPMENT MERCHANT WHOLESALERS  
DENVER 423720: PLUMBING SUPPLIES MERCHANT WHOLESALERS  
DENVER 423730: AIR-CONDITIONING EQUIPMENT (EXCEPT ROOM UNITS) MERCHANT WHOLESALERS  
DENVER 423730: HEATING EQUIPMENT, WARM AIR (I.E. FORCED AIR), MERCHANT WHOLESALERS  
DENVER 423730: VENTILATING EQUIPMENT AND SUPPLIES (EXCEPT HOUSEHOLD-TYPE FANS) MERCHANT WHOLESALERS  
DENVER 423740: REFRIGERATION EQUIPMENT AND SUPPLIES, COMMERCIAL-TYPE, MERCHANT WHOLESALERS  
DENVER 423820: IRRIGATION EQUIPMENT MERCHANT WHOLESALERS  
DENVER 423830: COMPRESSORS (EXCEPT AIR-CONDITIONING, REFRIGERATION) MERCHANT WHOLESALERS  
DENVER 423830: FURNACES, INDUSTRIAL PROCESS, MERCHANT WHOLESALERS  
DENVER 423830: METALWORKING MACHINERY AND EQUIPMENT MERCHANT WHOLESALERS  
DENVER 423830: PUMPS AND PUMPING EQUIPMENT, INDUSTRIAL-TYPE, MERCHANT WHOLESALERS  
DENVER 423830: WELDING MACHINERY AND EQUIPMENT MERCHANT WHOLESALERS  
DENVER 423840: BEARINGS MERCHANT WHOLESALERS  
DENVER 423840: INDUSTRIAL SUPPLIES (EXCEPT DISPOSABLE PLASTICS, PAPER) MERCHANT WHOLESALERS  
DENVER 423840: WELDING SUPPLIES (EXCEPT WELDING GASES) MERCHANT WHOLESALERS  
DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina', written in a cursive style.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): Burns &amp; McDonnell Engineering Company, Inc.

Self-Performing:  
 Yes  No

Firm's Representative: Mark Lichtwardt

Title: Senior Vice President

Signature (Firm's Representative):

Date: 9/3/2020

Address: 9785 Maroon Circle, Suite 400

City: Centennial

State: Colorado

Zip: 80112

Phone: 303.721.9292

Email: mlichtwardt@burnsmcd.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: Reliant Energy Systems, Inc.

 MWBE(v)  SBE(v)  
 EBE(v)  DBE(v)

Firm's Representative: Preston Moore

Title:

Signature:

Date: 9/3/2020

Address: 10230 South Progress Way

City: Parker

State: Colorado

Zip: 80134

Phone: 303.284.3674

Email: preston@resinsulation.com

Scope of Work: Mechanical Construction Support

NAICS Code(s):

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

\$384,805.88

1.6%

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm: Trautman &amp; Shreve

Firm's Representative: George Wortman

Title: Project Development Manager

Signature:

Date: 9/3/2020

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



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

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p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

October 29, 2019

Shula Gorski  
Reliant Energy Systems, Inc.  
10230 S Progress Way  
Parker, CO 80134-6663

Dear Shula Gorski:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Reliant Energy Systems, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. Reliant Energy Systems, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**October 29, 2019 to December 18, 2020**

Listed below is each NAICS code for which Reliant Energy Systems, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 238190: FIREPROOFING BUILDINGS  
DENVER 238290: BOILER AND PIPE INSULATION INSTALLATION  
DENVER 238310: INSULATION CONTRACTORS  
DENVER 238990: SCAFFOLD ERECTING AND DISMANTLING  
DENVER 238990: SPECIAL TRADE CONTRACTORS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



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October 29, 2019

Shula Gorski  
Reliant Energy Systems, Inc.  
10230 S Progress Way  
Parker, CO 80134-6663

Dear Shula Gorski:

**SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Reliant Energy Systems, Inc. for certification as a Small Business Enterprise (SBE). Reliant Energy Systems, Inc. will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

**October 29, 2019 to December 18, 2020**

Listed below is each NAICS code for which Reliant Energy Systems, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 238190: FIREPROOFING BUILDINGS  
DENVER 238290: BOILER AND PIPE INSULATION INSTALLATION  
DENVER 238310: INSULATION CONTRACTORS  
DENVER 238990: SCAFFOLD ERECTING AND DISMANTLING  
DENVER 238990: SPECIAL TRADE CONTRACTORS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



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p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

October 29, 2019

Shula Gorski  
Reliant Energy Systems, Inc.  
10230 S Progress Way  
Parker, CO 80134-6663

Dear: Shula Gorski:

The Division of Small Business Opportunity is pleased to inform you that Reliant Energy Systems, Inc. is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Reliant Energy Systems, Inc. is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 238190: FIREPROOFING BUILDINGS  
CO UCP NAICS 238290: BOILER AND PIPE INSULATION INSTALLATION  
CO UCP NAICS 238310: INSULATION CONTRACTORS  
CO UCP NAICS 238990: SCAFFOLD ERECTING AND DISMANTLING  
CO UCP NAICS 238990: SPECIAL TRADE CONTRACTORS

The anniversary date of your firm's DBE certification is December 18, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina Gibson'. The signature is fluid and cursive.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): Burns &amp; McDonnell Engineering Company, Inc.

Self-Performing:

 Yes  No

Firm's Representative: Mark Lichtwardt

Title: Senior Vice President

Signature (Firm's Representative): *Mark A. Lichtwardt*

Date: 9/3/2020

Address: 9785 Maroon Circle, Suite 400

City: Centennial

State: Colorado

Zip: 80112

Phone: 303.721.9292

Email: mlichtwardt@burnsmcd.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: American Industrial &amp; Construction Supply, Inc.

 MWBE(v)  SBE(v) EBE(v)  DBE(v)

Firm's Representative: Mike Ledoux

Title: *VICE-PRESIDENT*Signature: *Michael W. Ledoux*

Date: 9/3/2020

Address: 975 E 558th Ave, Unit C

City: Denver

State: Colorado

Zip: 80216

Phone: 303.292.5424

Email: michael@aicscolorado.com

Scope of Work: Electrical Construction Materials

NAICS Code(s): *423610*

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

\$12,877.00

0.1%

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm: Intermountain Electric

Firm's Representative: George Griffiths

Title: Director of Special Projects and Service

Signature: *George Griffiths*

George Griffiths

Date: 9/3/2020

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



Veronica LeDoux &lt;veronica@aicscolorado.com&gt;

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**City and County of Denver: DBE Approval**

3 messages

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**City and County of Denver** <denver@mwdbe.com>  
Reply-To: City and County of Denver <denver@mwdbe.com>  
To: veronica@aicscolorado.com

Fri, Aug 2, 2019 at 10:03 AM

Veronica LeDoux  
American Industrial & Construction Supply, Inc.  
975 E. 58th Ave., Unit C  
Denver, CO 80216

Dear Veronica LeDoux:

The Division of Small Business Opportunity is pleased to inform you that American Industrial & Construction Supply, Inc. is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

American Industrial & Construction Supply, Inc. is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 423330: ROOFING MATERIALS (EXCEPT WOOD) MERCHANT WHOLESALERS  
CO UCP NAICS 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS  
CO UCP NAICS 423710: FASTENERS (E.G., BOLTS, NUTS, RIVETS, SCREWS) MERCHANT WHOLESALERS  
CO UCP NAICS 423710: HANDTOOLS (EXCEPT MOTOR VEHICLE MECHANICS', MACHINISTS' PRECISION) MERCHANT WHOLESALERS  
CO UCP NAICS 423830: INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT ELECTRICAL) MERCHANT WHOLESALERS  
CO UCP NAICS 423990: OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS  
CO UCP NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS

The anniversary date of your firm's DBE certification is August 2, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(j), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

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This message was sent to: [veronica@aicscolorado.com](mailto:veronica@aicscolorado.com)  
Sent on: 8/2/2019 11:03:01 AM  
System ReferenceID: 87040879



Veronica LeDoux <veronica@aicscolorado.com>

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## City and County of Denver: M/WBE Approval

1 message

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City and County of Denver <denver@mwdbe.com>  
Reply-To: City and County of Denver <denver@mwdbe.com>  
To: veronica@aicscolorado.com

Fri, Aug 2, 2019 at 12:43 PM

Veronica LeDoux  
American Industrial & Construction Supply, Inc.  
975 E. 58th Ave., Unit C  
Denver, CO 80216

Dear Veronica LeDoux:

**SUBJECT:** Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved American Industrial & Construction Supply, Inc. for certification as a Minority/Women Business Enterprise (M/WBE). American Industrial & Construction Supply, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

August 2, 2019 to August 1, 2020

Listed below is each NAICS code for which American Industrial & Construction Supply, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 423330: ROOFING MATERIALS (EXCEPT WOOD) MERCHANT WHOLESALERS  
DENVER 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS  
DENVER 423710: FASTENERS (E.G., BOLTS, NUTS, RIVETS, SCREWS) MERCHANT WHOLESALERS  
DENVER 423710: HANDTOOLS (EXCEPT MOTOR VEHICLE MECHANICS', MACHINISTS' PRECISION) MERCHANT WHOLESALERS  
DENVER 423830: INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT ELECTRICAL) MERCHANT WHOLESALERS  
DENVER 423990: OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS  
DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity



Veronica LeDoux &lt;veronica@aicscolorado.com&gt;

---

**City and County of Denver: SBE Approval**

1 message

---

**City and County of Denver** <denver@mwdb.com>  
Reply-To: City and County of Denver <denver@mwdb.com>  
To: veronica@aicscolorado.com

Fri, Aug 2, 2019 at 10:07 AM

Veronica LeDoux  
American Industrial & Construction Supply, Inc.  
975 E. 58th Ave., Unit C  
Denver, CO 80216

Dear Veronica LeDoux:

**SUBJECT:** Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved American Industrial & Construction Supply, Inc. for certification as a Small Business Enterprise (SBE). American Industrial & Construction Supply, Inc. will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

August 2, 2019 to August 1, 2020

Listed below is each NAICS code for which American Industrial & Construction Supply, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 423330: ROOFING MATERIALS (EXCEPT WOOD) MERCHANT WHOLESALERS  
DENVER 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS  
DENVER 423710: FASTENERS (E.G., BOLTS, NUTS, RIVETS, SCREWS) MERCHANT WHOLESALERS  
DENVER 423710: HANDTOOLS (EXCEPT MOTOR VEHICLE MECHANICS', MACHINISTS' PRECISION) MERCHANT WHOLESALERS  
DENVER 423830: INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT ELECTRICAL) MERCHANT WHOLESALERS  
DENVER 423990: OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS  
DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that SBE Certifications are for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): Burns &amp; McDonnell Engineering Company, Inc.

Self-Performing:  
 Yes  No

Firm's Representative: Mark Lichtwardt

Title: Senior Vice President

Signature (Firm's Representative): *Mark A. Lichtwardt*

Date: 9/3/2020

Address: 9785 Maroon Circle, Suite 400

City: Centennial

State: Colorado

Zip: 80112

Phone: 303.721.9292

Email: mlichtwardt@burnsmcd.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: North/Western Electrical Corporation of Colorado

 MWBE(v)  SBE(v)  
 EBE(v)  DBE(v)

Firm's Representative: Jeff Vera

Title: Vice President of Operations

Signature: *Jeff Vera*

Date: 9/3/2020

Address: 10825 Irma Drive

City: Northglenn

State: Colorado

Zip: 80233

Phone: 303.452.8576

Email: jvera@northwesternelec.com

Scope of Work: Electrical Construction Support

NAICS Code(s): 238210

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

\$41,628.00

0.2%

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm: Intermountain Electric

Firm's Representative: George Griffiths

Title: Director of Special Projects and Service

Signature: *George Griffiths*

Date: 9/3/2020

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



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

November 12, 2019

Enrique I. Vera  
North/Western Electrical Corporation of Colorado  
10825 Irma Dr  
Northglenn, CO 80233

Dear: Enrique I. Vera:

The Division of Small Business Opportunity is pleased to inform you that North/Western Electrical Corporation of Colorado is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

North/Western Electrical Corporation of Colorado is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION  
CO UCP NAICS 237130: UNDERGROUND CABLE (E.G., CABLE TELEVISION, ELECTRICITY, TELEPHONE) LAYING  
CO UCP NAICS 237130: UTILITY LINE (I.E., COMMUNICATION, ELECTRIC POWER), CONSTRUCTION  
CO UCP NAICS 238210: ALARM SYSTEM (E.G., FIRE, BURGLAR), ELECTRIC, INSTALLATION ONLY  
CO UCP NAICS 238210: ELECTRICAL CONTRACTORS  
CO UCP NAICS 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION  
CO UCP NAICS 238210: HIGHWAY, STREET AND BRIDGE LIGHTING AND ELECTRICAL SIGNAL INSTALLATION  
CO UCP NAICS 238210: LIGHTING SYSTEM INSTALLATION  
CO UCP NAICS 238210: LOW VOLTAGE ELECTRICAL WORK  
CO UCP NAICS 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE) INSTALLATION CONTRACTORS

The anniversary date of your firm's DBE certification is October 24, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
www.denvergov.org/dsbo

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
www.flydenver.com

October 25, 2019

Enrique I. Vera  
North/Western Electrical Corporation of Colorado  
10825 Irma Dr  
Northglenn, CO 80233

Dear Enrique I. Vera:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved North/Western Electrical Corporation of Colorado for certification as a **Minority/Women Business Enterprise (M/WBE)**. North/Western Electrical Corporation of Colorado will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**October 25, 2019 to October 24, 2020**

Listed below is each NAICS code for which North/Western Electrical Corporation of Colorado is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION  
DENVER 237130: UNDERGROUND CABLE (E.G., CABLE TELEVISION, ELECTRICITY, TELEPHONE) LAYING  
DENVER 238210: ALARM SYSTEM (E.G., FIRE, BURGLAR), ELECTRIC, INSTALLATION ONLY  
DENVER 238210: ELECTRICAL CONTRACTORS  
DENVER 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION  
DENVER 238210: HIGHWAY, STREET AND BRIDGE LIGHTING AND ELECTRICAL SIGNAL INSTALLATION  
DENVER 238210: LIGHTING SYSTEM INSTALLATION  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK  
DENVER 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE) INSTALLATION CONTRACTORS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina Gibson'.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



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p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

October 25, 2019

Enrique I. Vera  
North/Western Electrical Corporation of Colorado DBA N/A  
10825 Irma Dr  
Northglenn, CO 80233

Dear Enrique I. Vera:

**SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved North/Western Electrical Corporation of Colorado DBA N/A for certification as a Small Business Enterprise (SBE). North/Western Electrical Corporation of Colorado DBA N/A will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

**October 25, 2019 to October 24, 2020**

Listed below is each NAICS code for which North/Western Electrical Corporation of Colorado DBA N/A is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION  
DENVER 237130: UNDERGROUND CABLE (E.G., CABLE TELEVISION, ELECTRICITY, TELEPHONE) LAYING  
DENVER 238210: ALARM SYSTEM (E.G., FIRE, BURGLAR), ELECTRIC, INSTALLATION ONLY  
DENVER 238210: ELECTRICAL CONTRACTORS  
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DENVER 238210: HIGHWAY, STREET AND BRIDGE LIGHTING AND ELECTRICAL SIGNAL INSTALLATION  
DENVER 238210: LIGHTING SYSTEM INSTALLATION  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK  
DENVER 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE) INSTALLATION CONTRACTORS

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Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina Gibson'.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

# APPENDIX J

## FORM W-9

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II



Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

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.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

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.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**9400 WARD PARKWAY**

6 City, state, and ZIP code  
**KANSAS CITY, MO 64114**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## 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.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	3	-	0	9	5	6	1	4	2
---	---	---	---	---	---	---	---	---	---

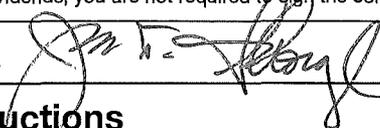
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## 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 ▶ 1/2/2020

## 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](http://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.*



# APPENDIX K

## DIVERSITY & INCLUSIVENESS IN CITY SOLICITATIONS

### HVAC R-22 REFRIGERANT - REPLACEMENT PHASE II

<b>Reference #</b>	13244006
<b>Status</b>	Complete
<b>Business Email Address</b>	<a href="mailto:tarredondo@burnsmcd.com">tarredondo@burnsmcd.com</a>
<b>Enter Email Address of City and County of Denver contact person facilitating this solicitation.</b>	<a href="mailto:contract.procurement@flydenver.com">contract.procurement@flydenver.com</a>
<b>Please provide the City Agency that is facilitating this solicitation:</b>	Denver International Airport
<b>Project Name</b>	HVAC R-22 Refrigerant Replacement Phase 2
<b>Solicitation No. (Check Below if Not Applicable)</b>	202054748
<b>Name of Your Company</b>	Burns & McDonnell Engineering Company, Inc.
<b>What Industry is Your Business?</b>	Professional
<b>Address</b>	9785 Maroon Circle, Suite 400
<b>City</b>	Centennial
<b>State</b>	Colorado
<b>Zip Code</b>	80112
<b>Business Phone Number</b>	3034742294
<b>Business Facsimile Number</b>	3037210563
<b>1. How many employees does your company employ?</b>	Over 100
<b>Number of Full Time:</b>	6000
<b>Number of Part Time:</b>	800
<b>2. Do you have a Diversity and Inclusiveness Program?</b>	Yes
<b>2.1. Employment and retention?</b>	Yes
<b>2.2. Procurement and supply chain activities?</b>	Yes
<b>2.3. Customer Service?</b>	Yes
<b>3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and</b>	See attached information.

**information to improve customer service.  
(If Not Applicable, please type N/A below)**

**4. Does your company regularly communicate its diversity and inclusiveness policies to employees?** Yes

**If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)**

- Employee Training
- Other (Internal publications, CEO Friday news, Focus Magazine, Corporate Emails & Posting, Corporate Intranet)

**5. How often do you provide training and diversity and inclusiveness principles?** Annually

**5.1 What percentage of the total number of employees generally participate?** 76-100%

**6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)** See attached information.

**7. Do you have a diversity and inclusiveness committee?** Yes

**7.1 If Yes, how often does it meet?** Monthly

**8. Do you have a budget for diversity and inclusiveness efforts?** Yes

**9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?** 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** Angela Redden

**Today's Date** 08-31-2020

**NOTE: Attach additional sheets or documentation as necessary for a complete response.** [BusinessInclusionandDevelopmentBurnsMcDonnell00582.pdf \(3822k\)](#)

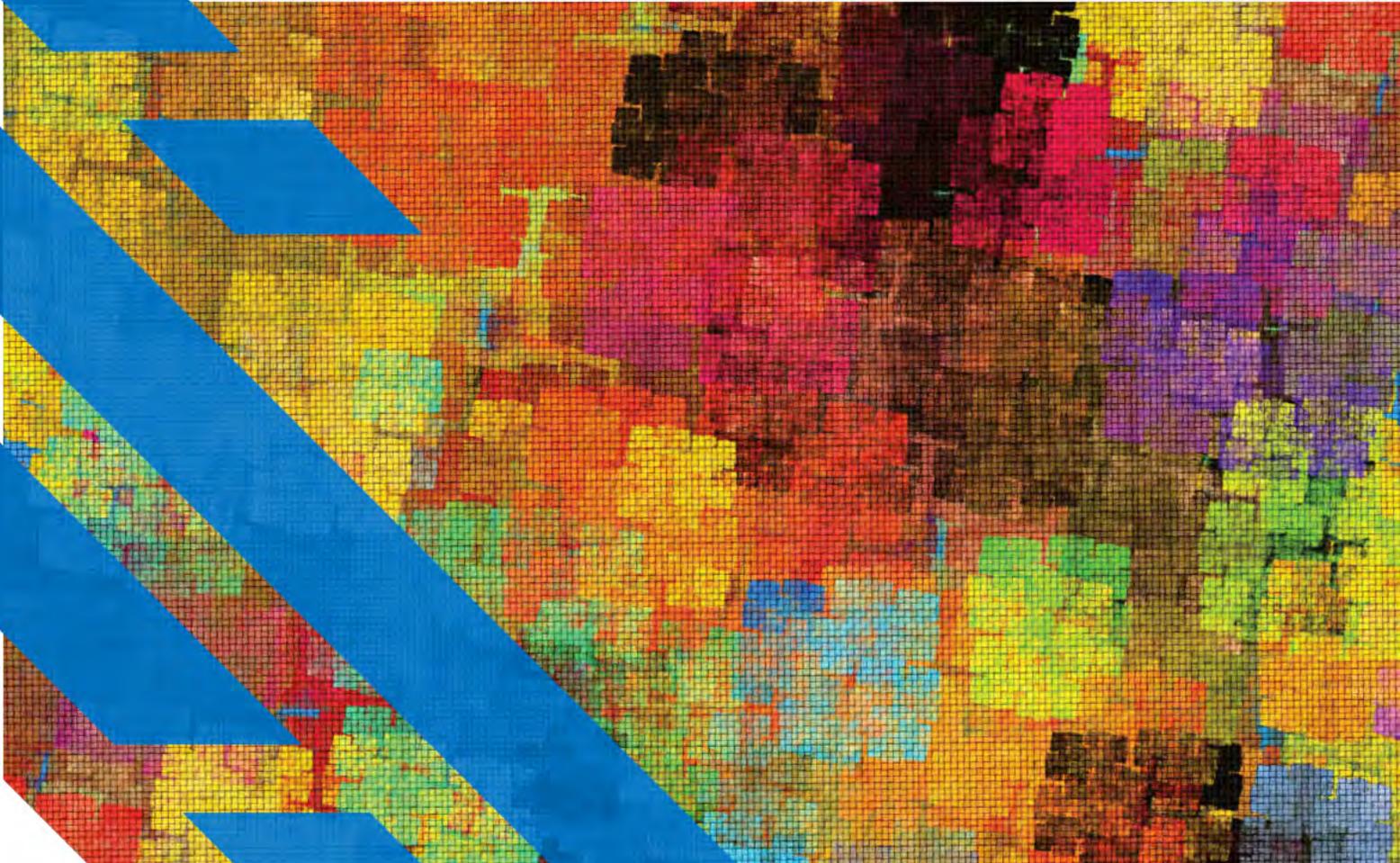
**Last Update** 2020-08-31 13:33:48

**Start Time** 2020-08-31 13:12:13

**Finish Time** 2020-08-31 13:33:48

<b>IP</b>	23.100.46.31
<b>Browser</b>	Chrome
<b>OS</b>	Windows
<b>Referrer</b>	http //f 7 form ite com/CCDenver/form161/inde html

# BUSINESS INCLUSION AND DEVELOPMENT



*Burns & McDonnell believes it is important to cultivate and maintain a diverse workplace and supplier base. We face tough competition every day, and we are much better competitors when we rely on the talents and skills of small and diverse business partners and a diverse workforce.*

*It is our responsibility to see that all of our employee-owners recognize the value that diversity, including supplier diversity, adds to our corporate culture.*

*We provide engineering and architectural design and construction services to clients nationwide and internationally. Our client base comprises a broad range of ethnic groups, customs and beliefs. It only makes sense to develop a diverse supplier base that provides essential materials and innovative services at competitive prices. This approach helps prepare us to exceed our clients' expectations.*

*We strive to do the right things for the right reasons. Along with supporting diverse businesses, we invest heavily in the communities we serve to improve the lives of all people.*

*We are proud of the many outstanding relationships and teaming opportunities our firm has cultivated with suppliers and support organizations throughout the country. The strength of these partnerships has built a culture of inclusion that makes Burns & McDonnell a stronger company and a more formidable competitor.*

*Sincerely,*

**RAY KOWALIK**  
CHAIRMAN AND CEO  
BURNS & McDONNELL



# WE EXPAND OUR TEAM TO MAKE OUR PROJECTS AMAZING

Working across the country and around the world demands broad knowledge. Our clients expect the most from us: to understand conditions, embrace local cultures and tap into applicable experience and know-how.

And that's why our engineering, architecture and construction work is built upon an approach of proactive inclusion. Our focus on maintaining and expanding our base of suppliers extends beyond complying with a law.

We count on our suppliers to provide essential materials and innovative services at competitive prices. Small businesses owned by women, veterans, minorities and other

underrepresented sectors of society in the business world help prepare us to meet and exceed our clients' expectations, garnering results that are critical for the success of all.

We encourage firms of all sizes, structures and ownership to introduce your capabilities. Our door is open. By building such relationships, we strengthen our respective returns.

If you believe you have a product or service that might meet our needs, please complete our online Supplier Registration found at [burnsmcd.com/WorkWithUs](https://burnsmcd.com/WorkWithUs).



# CORPORATE CITIZENSHIP

You're passionate, driven, even entrepreneurial.  
Sounds familiar.

Because our company is 100 percent employee-owned, we foster a work culture shared by many of our suppliers and contractors: We take pride in our work.

As owners, we work to do the right things, and to do so for all the right reasons. Our investment in communities generate improvements for everyone — through our projects, of course, but also through the way we

conduct and complete our business. That's why we work to create bonds with companies who value improving the communities they work within. For us, it's more than a business deal. It's about who we are.



“ *We're grateful Burns & McDonnell employees chose food banks as their 2016 Charity of Choice. Their generous gifts of time and money helped feed hungry families, children and seniors who live in the communities where they work. Their commitment is inspiring and will help make these communities stronger and healthier.* ”

**NANCY STEINACKER**  
CORPORATE ENGAGEMENT MANAGER  
HARVESTERS

## PARTNERS

Collaboration brings strengths together to produce something even better.

We work to deliver successful projects for our clients, but our work does not stop there. We want the next project to be even better. Working proactively to include diverse businesses as partners helps us continue to advance, together.

We welcome opportunities to engage students attending historically black colleges and universities/minority institutions (HBCU/MIs). Our efforts have included Donnelly College, where we helped the federally designated Hispanic and Minority Serving Institution relaunch its pre-engineering program.

We also maintain affiliations with more than a dozen other organizations and initiatives focused on supporting entrepreneurship among small and diverse businesses, from the American Association of Blacks in Energy to the Women's Business Enterprise National Council.



“

*Working for Burns & McDonnell turned us around. It was such a huge project. They taught us a lot about working on federal projects, and we couldn't thank them enough.*

**VASSAN AND VIJI PILLAI**  
OWNERS  
PEERLESS CONSTRUCTION

# APPROACH

In seeking suppliers and contractors, we look for partners who share our commitment.

And just as we compete for jobs on our past performance, we expect our potential partners to show their strength through data. That starts with safety: Our goal, on every job,

is for each of our employee-owners and business partners to go home safely every night. We hold our suppliers and contractors to the same standards that we apply to ourselves,

and we welcome those who are willing and able to show us they are up to the challenge.

## PROJECT SPOTLIGHT

### WORLD HEADQUARTERS EXPANSION

*VanTrust Real Estate LLC  
Kansas City, Missouri*

To meet expanding business needs, Burns & McDonnell teamed with Van Trust Real Estate on a project to design and build a 310,000-square-foot expansion of the Burns & McDonnell world headquarters.

The project spanned 17 months and 345,000 man-hours, with small and diverse firms among those infusing the project with energy, ideas and uniqueness to reflect Kansas City and its welcoming and hard-working character.





## WORKING TOGETHER

At Burns & McDonnell, we encourage, enable and expect our professionals to recognize your strengths — and embrace them in our work.

We do more than discuss diversity. We embrace it. From exploring international culture through our own Diversity Week — when we welcome distinguished speakers, such as Andrew Young, a former U.N. ambassador, Atlanta mayor and civil

rights leader — to our own corporate recognitions for our work with suppliers and contractors, we work to raise awareness and understanding among our employee-owners.

Our annual Supplier Diversity Awards honor partners who have worked with us to further build success and client satisfaction. The awards also inspire our project managers to continue broadening our sourcing and project-inclusion initiatives.



“

*Burns & McDonnell is proud to recognize the teamwork that our managers and subcontractors demonstrate. Both are key to the successful implementation of our projects. They prove that supplier diversity is at work here.*

**MICHELLE WORD**  
MANAGER OF SUPPLIER DIVERSITY  
BURNS & McDONNELL

# EVENTS

## 1 NATIONAL SMALL BUSINESS WEEK

*U.S. Small Business Administration  
Kansas City, Missouri*

Entrepreneurs come up with great ideas, but connections can help turn them into realities that endure. We helped hundreds of such business trailblazers by co-sponsoring a National Small Business Week event at our world headquarters, one of four such events conducted nationwide by the U.S. Small Business Administration (SBA). The event drew more than 400 people, and included sessions on key small-business issues and opportunities, including exporting, becoming bankable, contracting with the federal government and managing growth dynamics. There also were plentiful networking opportunities. Among attendees was SBA Administrator Maria Contreras-Sweet, herself a former entrepreneur, having started three businesses including a community bank in downtown Los Angeles that focused on small and midsize companies.

## 2 ANNUAL INTERNAL SUPPLIER DIVERSITY AWARDS

*Diversity Week at  
Burns & McDonnell  
Kansas City, Missouri*

Each year, Burns & McDonnell hosts several internal supplier diversity awards receptions at various office locations. The events highlight teaming partners who participated on projects. The involvement of these firms is integral to the project's success and client satisfaction. These events also recognize internal project managers, inspiring them to continue broadening our sourcing and project inclusion initiatives.

## 3 TUCK KANSAS CITY PROGRAM

*Tuck School of Business  
Kansas City, Missouri*

For owners of small and diverse businesses, gaining knowledge from Ivy League business faculty can help take them to the next level. The Tuck Kansas City Program — spurred by an ongoing relationship between Burns & McDonnell and the Tuck School of Business at Dartmouth College — is a 2.5-day program that helps area businesses develop managerial tools to grow and become more successful. Thirty CEOs of minority- and women-owned businesses met with Tuck faculty to receive advice and guidance on strategy, finance, accounting, organizational development, strategic marketing and more. Sponsored by our firm and five fellow area employers, the Kansas City program represents the first corporate collaboration in the country involving the school's executive education programs. Since 1980 Tuck has been operating such programs for diverse businesses, with more than 7,000 minority executive alumni.



## THE BURNS & McDONNELL DIFFERENCE

True partnerships lead to successful projects. At Burns & McDonnell, we dedicate experienced and innovative leaders to your work, beyond the specific needs of a particular job and always with safety in mind. We build long-term relationships as

our people — engineers, architects, construction professionals, scientists and more — become valued extensions of your own teams, often for decades at a time. It's a point of pride that our clients find it difficult to tell the difference between a

Burns & McDonnell employee and one of their own. And that's no surprise, considering that we, as employee-owners, carry the commitment of ownership: We succeed when you do.

Learn more at [burnsmcd.com](http://burnsmcd.com).



*burnsmcd.com | Offices Worldwide*



# APPENDIX L

## CERTIFICATE OF GOOD STANDING

### HVAC R-22 REFRIGERANT - REPLACEMENT PHASE II

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,  
according to the records of this office,

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

is an entity formed or registered under the law of Missouri 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 19871418501 .

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 08/28/2020 that have been posted, and by documents delivered to this office  
electronically through 08/31/2020 @ 13:46:27 .

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 08/31/2020 @ 13:46:27 in accordance with applicable law.  
This certificate is assigned Confirmation Number 12566520 .



*Jena Griswold*

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](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/](http://www.sos.state.co.us/) click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



# APPENDIX M

## PROPOSAL GUARANTEE

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II

**XIII. ATTACHEMENT 8 - PROPOSAL GUARANTEE**

DENVER INTERNATIONAL AIRPORT  
HVAC R-22 REFRIGERANT REPLACEMENT PHASE 2  
Contract No. 202054748

Proposal Guarantee

KNOW ALL MEN BY THESE PRESENTS

THAT Burns & McDonnell Engineering Company, Inc as Principal, and Fidelity and Deposit Company of Maryland, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and authorized to do business within the State of Colorado as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in the full and just sum of Five Percent of the Amount Bid Dollars and 5% of the Amount Bid Cents (\$ 5% of the Amount Bid) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its Proposal, dated on September 3rd, 2020 for the construction of Contract No. 202054748, HVAC R-22 REFRIGERANT REPLACEMENT PHASE 2, Denver International Airport, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said Proposal that the Principal deposit specified proposal guarantee in the amount of not less than five percent (5%) of the amount of said Proposal as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract for such construction and furnish required Performance and Payment Bond if the Contract is offered him/her, that said sum be paid immediately to the Obligee as liquidated damages, and not as a Penalty, for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal shall, within the period specified therefor, on the prescribed form presented to him for signature, enter into a written Contract with the Obligee in accordance with his/her Proposal as accepted, and give Performance and Payment Bond with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said Proposal within the time specified, or upon the payment to the Obligee of the sum determined upon herein, as liquidated damages and not as a Penalty, in the event the Principal fails to enter into said Contract and give such Performance and Payment Bond within the time specified, then this Obligation shall be null and void, otherwise to remain in full force and effect.

[END OF PAGE]

Signed, sealed and delivered this 3rd day of September, 2020

Attest:

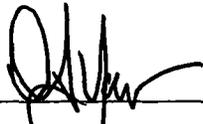
  
\_\_\_\_\_  
ASST Secretary

[SEAL if bidder a corporation]



Burns & McDonnell Engineering Company, Inc  
9785 Maroon Circle, Suite 400, Centennial, CO 80112

PRINCIPAL

By:   
\_\_\_\_\_  
President  
David Yelkans

Fidelity and Deposit Company of Maryland  
1299 Zunch Way, 5th Floor, Schaumburg, IL 60196-1056 (847) 605-6000

SURETY

By:   
\_\_\_\_\_  
Attorney-in-Fact Debra J. Scarborough

(ATTACH POWER OF ATTORNEY)

Power of Attorney shall be certified as to the date  
of bid.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Debra J. SCARBOROUGH, Megan L. BURNS-HASTY, Christy M. BRAILE, Mary T. FLANIGAN, Laura M. BUHRMESTER, Charissa D. LECUYER, Rebecca S. LEAL, C. Stephens GRIGGS and Tahitia M. FRY, all of Kansas City, Missouri, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of July, A.D. 2019



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 15th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto, and may with or without cause modify or revoke any such appointment or authority at any time "

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate, and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998

RESOLVED. "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney. Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company "

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990

RESOLVED. "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of September, 2020



Brian M. Hodges,  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577



# APPENDIX N

## COMMISSIONING PLAN

### HVAC R-22 REFRIGERANT REPLACEMENT PHASE II



1325 East 16th Avenue  
Denver, CO 80218  
(303) 861-2070  
[group14eng.com](http://group14eng.com)

R22 REPLACEMENT PROJECT

# Commissioning Execution Plan

September 3, 2020





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## COMMISSIONING OVERVIEW

### List of Abbreviations

Abbreviations	Term/Phrase/Name
A/E	Architect and Design Engineers
AHJ	Authority Having Jurisdiction
BAS	Building Automation System
CxA	Commissioning Authority
CC	Controls Contractor
Cx	Commissioning
CxC	Contractor's Commissioning Coordinator
EC	Electrical Contractor
ECLV	Low Voltage Electrical Contractor
FAC	Fire Alarm Contractor
FPT	Functional Performance Test
G14	Group14 Engineering
GC	General Contractor
MBCx	Monitoring-Based Commissioning
MBCxA	Monitoring-Based Commissioning Authority
MC	Mechanical Contractor
OAC	Owner, Architect and Contractor
OPR	Owner's Project Requirements
OR	Owner
PFC	Prefunctional Checklists
PM	Owner's Project Manager
Subs	Subcontractors to General
TAB	Test, Adjusting and Balance Contractor
TC	Temperature Controls Subcontractor
UPS	Uninterruptable Power Supply

### Definitions

**Pre-Testing:** Functional Performance Testing occurring prior to system installations being substantially complete and the CxA receiving the Testing Prerequisite documentation. Typically, Pre-Testing efforts occur when Building Code or Authorities Having Jurisdiction require testing for the final electrical inspections or Certificate of Occupancy.

**Start-up:** The activities where equipment is initially energized, tested and operated. Start-up is completed prior to Functional Performance Tests.

**Test Requirements:** Requirements specifying what systems, modes and functions, etc. must be tested. Test requirements are not detailed test procedures. Test requirements and acceptance criteria specified in the Contract Documents.

**Test Prerequisites:** Documentation and activities required to be completed by the Contractor(s) in advance of testing activities. Prerequisites include start-up documentation; prefunctional checklists; product data cut-sheets and shop drawing submittals; testing, adjusting and balancing report(s); and/or 72 hours of trend data.



## Role of the Commissioning Process

The Commissioning Process is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems, and assemblies meets defined objectives and criteria. The Commissioning Process assumes that owners, programmers, designers, contractors, and operations and maintenance entities are fully accountable for the quality of their work. The fundamental element of the Commissioning Process is the documented benchmarking of equipment installation and performance, and the comprehensive record of what systems were reviewed over the course of the project, when they were reviewed, and the results of the review effort.

The Commissioning Process is a proactive effort intended to identify potential problems and conflicts. This proactive approach is intended to reduce change orders, schedule delays, deficiencies at substantial completion and post-occupancy operations and maintenance man-hours after the facility has been occupied. However, the Commissioning Process is not a guarantee or warranty of the performance of the facility, systems, and assemblies.

The Commissioning Process is coordinated by the Commissioning Authority, Group14 Engineering, and executed by the Commissioning Team (see “Commissioning Team” section for contact information for all team members.)

## Purpose of the Commissioning Plan

The purpose of this Commissioning Plan is to provide details/structure related to the implementation of the commissioning process. This is a living document that will be updated by the Commissioning Authority (Group14 Engineering) throughout construction. This plan describes commissioning protocols and activities including:

- Overview of the commissioning process and the associated commissioning phases
- List of equipment and systems being commissioned
- Description of the roles and responsibilities of the commissioning team members
- Outline of the commissioning schedule with identification of key milestones
- Description of the management, communication and reporting protocols and procedures
- Description of the expected work products associated with the commissioning process.

## Commissioning Team

The Commissioning Team consists of key individuals that will plan and execute the overall commissioning process. The commissioning team list is preliminary and will be updated as the project develops.

Personnel identified at the beginning of the job in this role/team shall continue until completion of the project to the extent practicable. Where personnel changes are beyond the team’s control, reasonable effort shall be made to transmit institutional knowledge gained in this position to the replacement personnel.

To help understand the delegated roles and responsibilities, a commissioning leadership structure has been defined in the Roles and Responsibilities Matrix:

**Owner** - The Owner shall participate in the Cx process as a full partner. The Owner shall review, provide comments, and recommend approval/disapproval of all required Cx documents, submittals, results and reports. The Owner shall be the authority that provides formal approval/disapproval. End user/facility operators for the Operational Support Facility are also encouraged to participate in the commissioning process.

## R22 REPLACEMENT PROJECT COMMISSIONING PLAN



**Commissioning Authority (CxA)** – The commissioning authority is Group14 who report directly to the Owner. The CxA provides oversight assurance of the entire commissioning process.

**Contractor's Commissioning Coordinator (CxC)** – The General Contractor is to designate a Commissioning Coordinator (CxC) for this project. The CxC must have experience in the commissioning of facilities of a scope and complexity comparable to the individual project. The CxC is the individual responsible for coordinating the commissioning activities during the construction and post-occupancy phases.

**A/E** – The Architect and Engineer shall be indicated as the Designer of Record (DOR) in this document and perform duties typical for the A/E.

**Contractors** – Installing contractor(s) and vendors are required to support the commissioning process. This includes the Mechanical, Electrical, Plumbing, Enclosure, Controls, Test and Balance, and Communication systems contractors along with manufacturer's installing representatives.

## Communication Plan and Confidential Protocols

All communications sent out regarding the commissioning process shall be routed through DEN PMT. Regarding Access Control, CCTV and other security related systems, emails, meeting minutes, and system documentation shall be treated as Security Sensitive Information (SSI) and/or confidential, and will be distributed only on a need to know basis to the project team.

### Safety

All members of the Commissioning Team shall follow contractor established safety procedures applicable to performing their jobs safely. Prior to any dynamic testing of equipment and systems, Functional Test procedures shall be reviewed and all safety protocols, as outlined in the Contractor Safety Plan, shall be followed.

## THE COMMISSIONING PROCESS

Commissioning is a quality focused process for enhancing the delivery of a project. The process focuses on evaluating and documenting that all commissioned systems and assemblies are planned, designed, installed, tested, and maintained to meet the design and Owner's Project Requirements. The commissioning process includes an evaluation of the Basis of Design (BOD), design, and as-built commissioned systems/assemblies against the documented and approved Owner's Project Requirements (OPR). The commissioning process includes the following:

The following is a detailed description of the commissioning tasks and activities listed sequentially by phase.

### Design Phase

#### 1. Owner's Project Requirements (OPR)

The OPR defines the expectations, goals, benchmarks and success criteria for the project. The OPR must be developed with significant owner input and ultimate approval. The CxA assists the Owner in identifying the facility's requirements

- a. The CxA shall review the OPR and issues comments.

#### 2. Basis of Design (BoD)

The Basis of Design is a record of the concepts, calculations, decisions and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards and guidelines. The

## R22 REPLACEMENT PROJECT COMMISSIONING PLAN



document includes both narrative descriptions and lists of individual items that support the design process. Also known as the Design Criteria.

- a. The CxA reviews the BoD for conformance and alignment with the OPR.
- b. The CxA prepares comments of the review.

### 3. Cx Plan

The CxA developed a project specific Commissioning Plan (this document) which provides the preliminary structure, schedule and coordination for the Commissioning Process.

### 4. Commissioning Specifications

The CxA develops with the DEN PMT a full set of commissioning specifications for inclusion in the Contract Documents.

### 5. Design Review

The CxA completes reviews of the 30%, 60% and 90% design documents and provides a log of potential issues for consideration.

## Construction Phase

### 6. Cx Plan

The CxA developed a project specific Commissioning Plan (this document) which provides the preliminary structure, schedule and coordination for the Commissioning Process.

### 7. Kickoff Meeting

The initial kickoff meeting shall be held during construction to ensure commissioning activities are followed throughout the process.

8. The CxA shall conduct a commissioning kick-off meeting to introduce the members of the commissioning team and establish the protocol for project reporting and decision making. The meeting shall also include a discussion of and development of the construction phase building commissioning activities and schedule.
  - a. The CxA shall prepare and distribute minutes of the meetings.
  - b. Additional "kickoff" meetings may be required as additional team members are added to the project (subcontractors). The CxA shall prepare and distribute minutes of the meetings.

### 9. Other Meetings

- a. Cx Progress Meetings: Commissioning meetings will be required throughout the construction process. These will be scheduled by the CxA. All necessary parties shall attend to plan, scope, coordinate, schedule commissioning activities and resolve open issues. Frequency shall be established by construction activities.

### 10. Cx Scheduling Meeting

- a. The CxA shall develop a detailed commissioning schedule, with all tasks and deliverables required to complete the Commissioning Process. The schedule is a living document and shall be monitored throughout the project and updated as needed.

### 11. Issue Tracking and Site Observation Reports

- a. The CxA is responsible for the maintenance of the issues recorded in Facility Grid which are an ongoing record of identified deficiencies, problems or concerns pertaining to the commissioned equipment and systems or individual pieces of equipment. The issues identify where the responsible party has deviated from the RFP, OPR, contract documents, applicable codes or

## R22 REPLACEMENT PROJECT COMMISSIONING PLAN



- industry practices. It becomes the CxC's responsibility to follow up and review each item on the list with the appropriate subcontractor(s) and provide feedback.
- b. The issue shall only be closed by the individual that identified (opened) the issue. The following fields are found in Facility Grid where the CxC is required to provide feedback:
    - i. Description: The CxA shall provide a description of the issue.
    - ii. Identified Date: The CxA shall identify the date the issue was first logged.
    - iii. Identified By: The CxA shall identify the individual the first created the issue.
    - iv. Status: The CxA shall initially designate issues as "Open"; based on response from the CxC the CxA shall change the designation to "Pending" or "Closed" as appropriate.
    - v. Date Corrected: Date that the issue was corrected.
    - vi. Corrected By: Identifies the specific contractor that corrected or shall correct the issue.
  - c. CxA will provide this list to the Cx Team during regular project meetings as appropriate to keep all parties informed.
  - d. All issue log data can be exported to BIM 360 as directed by DEN PMT
  - e. Site Observation Reports
    - i. A site visit report shall be generated within 48 hours by the CxA that details progress.
    - ii. The report shall list issues or non-issues that were observed during the site visit. A copy of the report shall be distributed to DEN PMT for distribution to the Commissioning Team.

### 12. Submittal Review

Submittals shall be reviewed by CxA for concurrence with the OPR, DSM and design documents. The CxA will submit comments to DEN for review and consideration through Unifier. CxA will track some submittal review comments through Facility Grid for resolution.

### 13. Pre-Functional Checklists and Start-up

Pre-Functional Checklists (PFCs) are established to ensure equipment and systems are properly installed and fully operational prior to execution of Functional Test procedures. Each piece of equipment receives a full construction checkout by the Contractor(s). No sampling strategies are to be utilized. The PFC for all components within a given system must be successfully completed prior to the start of formal Functional Testing for that given system. For some systems the CxA will not generate PFCs, but still track contractor installation and testing. See Section 1.6 for specific systems. PFCs are primarily static inspections and procedures to prepare the equipment for initial operation (e.g., oil levels OK, fan belt tension, labels affixed, gages in place, sensor calibration, etc.). PFCs may require simple functional testing of a component or a piece of equipment (such as measuring the voltage imbalance on a three-phase pump motor). PFCs are to be combined with the manufacturer's start-up documentation. PFCs will be generated and completed through Facility Grid platform.

### 14. Startup

- a. The contractor(s) are responsible for development of start-up plans for all equipment.
- b. The contractor obtains manufacturer installation, start-up and checkout data, including actual field checkout sheets used by the field technicians, provides them to the CxA, and attaches them to the PFC for each piece of equipment.
- c. The CxA will witness start-up of all major equipment as needed.
  - i. For like equipment and systems (terminal units, fan coil units, etc.), the CxA shall witness a sample of the start-up activities.

### 15. Pre-Functional Checklist Development

- a. CxA will create PFC's for each piece of equipment being commissioned.
- b. Contractor(s) are responsible for the completion of the PFC's prior to the start of Functional Testing.
- c. Associated specification required testing documents should be attached to the associated Pre-Functional Checklist in Facility Grid or submitted under separate cover.

## R22 REPLACEMENT PROJECT COMMISSIONING PLAN



### 16. Execution of Pre-Functional Checklists

- a. The Contractor or site technician performing the line item task initials and dates each through Facility Grid app. Only individuals having direct knowledge of a line item being completed shall check or initial the forms.
- b. Deficiencies:
  - i. The contractor(s) shall list any outstanding items of the initial start-up and Pre-Functional Checklists. Contractor(s) and vendor(s) shall work to correct and retest deficiencies on uncompleted items. The contractor(s) shall correct all areas that are deficient or incomplete according to the checklists and tests.

### 17. TAB

- a. CxA activities shall include:
  - i. Review of the TAB contractor's TAB plan
  - ii. Participate in a TAB coordination meeting with the TAB contractor and mechanical engineer prior to TAB execution
  - iii. Witness verification of the TAB measurements (performed by the TAB contractor)
  - iv. Review the Final TAB Report and data to ensure project requirements are satisfied
- b. The Testing, Adjusting and Balancing (TAB) subcontractor shall submit an outline of the TAB plan and approach to the Cx Team according to the design documents. Included in this plan shall be an explanation of the intended use of the building control system. The Commissioning Team reviews the plan for understanding and coordination issues and may comment, but is ultimately not responsible to "approve." The Controls Contractor reviews the feasibility of using the building control system for assistance in the TAB work.
- c. TAB work shall not begin until the control system has been functionally tested and Pre-Functional Checklists / Star-Up Reports are complete.

### 18. Develop Functional Test Procedures

- a. Functional testing is the root of the commissioning process. During this process, each system (equipment/components) is dynamically tested to confirm the system meets operational requirements along with the design intent. Functional Test procedures (FPT's) are developed to test operational sequences that would cause, or be likely to cause, a system shutdown; i.e., safeties, failure modes, operator shutdown, unoccupied mode, etc., and verify the system shuts down per the sequence, and in some instances, returns to normal operation automatically, such as during a power failure. The FPT shall also verify the system starts according to the sequence and the start-up is controlled. The systems shall be tested under modes such as: low load, high load, occupied and unoccupied, fire alarm, etc. Before test procedures are finalized, the CxA obtains all requested documentation a current list of change orders and design bulletins affecting equipment or systems, including an updated points list, control sequences and setpoints. Contractor shall provide O&M data to the CxA prior to finalization of test procedures. O&M data must be approved prior to execution of functional tests. The CxA develops project specific test procedures to verify proper operation of each piece of equipment and system. The CxA obtains clarification, as needed, from contractors and the DOR regarding sequences of operation to develop these tests. Prior to execution, the CxA provides a copy of the primary equipment tests to the Commissioning Team for a review of the tests feasibility, safety, warranty, and equipment protection. Prior to the start of functional testing the contractor must have completed and signed all Pre-Functional Checklists.

### Acceptance Phase

#### 1. Execution of Functional Test Procedures

The CxA coordinates functional test schedules with the CMAR and CxC. The CxA facilitates, witnesses, and documents the functional testing of all equipment and systems according to contract documents. Contractor(s) execute the functional tests. The control systems are tested before use to verify operation and performance of other components or systems. The air balancing and water balancing is completed and debugged before

## R22 REPLACEMENT PROJECT COMMISSIONING PLAN



functional testing of air-related or water-related equipment or systems. Testing proceeds from components, to subsystems, to systems, and, finally, to interlocks and connections between systems.

### 2. Functional Test Procedures

- a. All subcontractors are encouraged to utilize the CxA issued Functional Test procedures in their own sequence testing to minimize the number of deficiencies identified during the functional testing process.
- b. Functional Test execution typical procedure:
  - i. Prior to execution, Functional Test procedures shall be reviewed by the Commissioning Team to ensure all safety protocols, as outlined in contractor safety plan, shall be followed and there is no anticipated damage to equipment based on proposed test steps.
  - ii. All startup, factory authorized testing, and TAB procedures shall be complete. Control systems must be tested and operational for the respective system or component.
  - iii. Testing of systems/equipment shall begin by recording initial conditions. CxA shall be looking to verify the system is operating normally and meeting specific conditions.
  - iv. For equipment with the same Sequences of Operation, it is typically best practice to complete testing on a single unit and allow time for the contractor(s) to make corrections on the unit tested, as well as correcting any issues that are considered to be typical to all units.

### 3. TAB Verification

- a. During functional testing the CxA shall work with the TAB contractor to verify selected 10% of TAB report data, including air and water flow rates, pressure differentials, etc.
- b. For all readings, a deviation of more than 10% between the verification reading and reported data shall be considered as failing the FPT. The maximum failure rate for the sample is 10%.
- c. If greater than 10% of sample readings have failed, the TAB contractor shall justify all noted failures or rebalance and re-document the system

### 4. Controls (DDC) Checkout

- a. It is recommended the controls subcontractor develops and submits a written start-up/checkout plan to the Commissioning Team, which describes the process they intend to follow in checking out the control system and the forms on which they shall document the process. The Controls subcontractor shall meet with the TAB contractor prior to the start of TAB, and review the TAB plan to determine the capabilities of the control system for use in TAB.
- b. All required controls point-to-point verification, calibrations, start-up and selected functional tests of the system shall be submitted to the CxA.
- c. The controls subcontractor shall maintain all controller network hardware and software to allow for trend logs during functional testing. The checkout shall be conducted from the developed graphic page at an operator workstation.
- d. CxA shall be granted limited access to control front-end to allow system verification during testing.

### 5. Deficiencies and Retest

- a. Minor Deficiencies: can be corrected during the testing procedure and noted in FPT
- b. Non-conformance: issues are noted and tracked in Facility Grid and reported to CxC and DEN.
- c. Contractor is responsible for informing the CxA of retesting schedules.
- d. For areas of dispute the final authority resides with DEN Project Manager.
- e. The cost to retest a PFT or FPT lies with the contractor(s) if they are responsible for the deficiency, including cost incurred by the CxA and DEN for retesting.
- f. Retesting shall not be considered a reason for a claim of delay or for a time extension by the contractor(s).

### 6. Owner Participation

- a. The Owner's facility operations staff are encouraged to attend and participate in the testing process. The CxA will notify DEN when the commissioning events shall occur.

## R22 REPLACEMENT PROJECT COMMISSIONING PLAN



### 7. O&M Manuals

Contractor(s) shall submit copies of the O&M manuals, start-up, and preventative maintenance data for the equipment/systems being commissioned at the same time of the equipment submittal process for early development of proper test procedures and field testing. The O&M Manuals shall comply with the following:

- a. O&M Manual Review – The CxA shall review O&M manuals applicable to commissioned equipment and systems and verify that O&M materials are complete and in compliance with Specifications.
- b. The CxA reviews the O&M manuals as early as possible in the procurement and construction phase so that O&M information is available for development of Construction Checklists, Functional Test Procedures, and Integrated Systems Test. The CxA shall submit review comments to DEN.

### 8. Training

The Contractor is responsible for training coordination and scheduling and ensuring that the training is being completed. CxA shall witness the content and competence for the training for DEN personnel.

### 9. Final Commissioning Report and Systems Manual

CxA shall provide a Commissioning Report and Systems Manual to DEN detailing all commissioning activities carried out during the project. The report shall include all acquired documentation, logs, minutes, reports, deficiency lists, communications, findings, unresolved issues, etc., compiled in appendices, and provided with the summary report. These electronic documents shall provide the owner with a searchable reference of all as-built drawings, specifications, O&M manuals and important documentation for successfully operating and maintaining the facility in the future. Report shall be an electronically searchable document and include the following:

- a. Executive summary of commissioning process and results, system deficiencies identified and resolution, and outstanding issues
- b. Project Directory
- c. Commissioning Plan
- d. List of Systems Commissioned
- e. PFCs, Start-Up Reports, and Functional Tests
- f. Issues Log, detailing open and closed issues

Systems Manual shall include the following:

- a. Executive Summary
- b. Owner's Project Requirements
- c. Basis of Design
- d. System Single-Line Diagrams
- e. Construction Record Documents and Specifications
- f. Approved Submittals
- g. As-Built Drawings, Sequence of Operations, and Setpoints
- h. Recommended Schedule for Recommissioning and Sensor Calibration
- i. Equipment Operations and Maintenance Manuals
- j. Equipment Preventive Maintenance Schedules
- k. Training Records
- l. Ongoing System Optimization Procedures
- m. Final Commissioning Report

### Warranty Phase

#### 1. Warranty Walkthrough

- a. Warranty walkthrough shall occur between 9-11 months of substantial completion. An additional warranty walkthrough shall be done at 22 months. Deficiencies identified during the warranty walkthrough shall be recorded and issued to DEN PMT.

## R22 REPLACEMENT PROJECT COMMISSIONING PLAN



- b. CxA to participate in walk through along with the Contractor, DEN Asset Manager and DEN PMT. Schedule and agenda of walkthrough will be issued 4 weeks prior for coordinating

### Schedule

The Contractor's Commissioning Specialist (CxC) shall be responsible to coordinate with the CxA to integrate commissioning activities into the master construction schedule for the construction phase of the project.

The following requirements for the Commissioning schedule apply:

1. Major milestones and substantial completion dates
2. All equipment startups for HVAC and Electrical Systems
3. Test & Balance and DDC Controls testing
4. Training durations and completion for all systems.
5. Operations and Maintenance Manual submissions for all systems.



## Commissioned Systems

HVAC Systems	Notes
Air Handling Units	*
Air-to-Air Energy Recovery Units	*
Gas-Fired Make-up Air Units	*
Variable Frequency Drives	*
Packaged A/C and HP Units	*
HVAC Control and Building Automation System (EMCS or BAS)	*
Test and Balance (Verification / TAB Report Review)	*
Fan Coil Units	*
Electrical Systems	Notes
Distribution Panel Circuit Breakers	‡
Ground Fault Protection/Detection	‡

### Notes:

- \* CxA creates PFCs and FPTs to document installation and functionality of these systems. Contractor(s) execute PFCs and CxA will track their completion. FPTs are executed by the Contractor(s), under the oversight of, and documented by the CxA.
- † CxA creates PFCs and DOR creates FPTs per local codes. Contractor(s) execute PFCs and CxA will track their completion. FPTs are executed by the Contractor(s) at the direction of the DOR and witnessed by the CxA. Final acceptance by AHJ per local code.

## Test Equipment

1. Contractor(s) shall provide the necessary equipment to fully test the commissioned systems as defined in the Functional Test procedures provided by the CxA. CxA to develop a plan with Owner and the Contractor to safely perform any measurements
2. Test equipment used during start-up and commissioning shall be of sufficient quality and accuracy to test and measure system performance within the tolerances required to determine adequate performance. Tolerances shall be as indicated in the specifications.
3. All instruments shall conform to the standards specified in the most recent edition of "NEBB Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" regarding accuracy and calibration status. Current calibration certificates must be available to the CxA if requested.
4. Test instrument accuracy and resolution must match or exceed that of the system component being verified or calibrated.
5. Test instruments must be used within guidelines as recommended by instrument manufacturer. All measuring methods must be appropriate to the instrument application and measurements must be repeatable under equivalent conditions.
6. Standard Testing Instrumentation: Standard instrumentation normally used for performance assessment and diagnosis shall be provided by contractor performing the test. These include, but are not limited to:
  - a. Electronic Manometer (for Air and Flow Hood)
  - b. Electronic Manometer (for Water)
  - c. Temperature Instruments
  - d. Pressure Instruments
  - e. Humidity Instruments
  - f. CO2 Instrument
  - g. Sound Meter
  - h. Electronic Multimeter
  - i. Tachometer
  - j. Ultrasonic Flow Meter
  - k. Others as required



## FACILITY GRID

Facility Grid is a cloud-based commissioning software platform that will be utilized for this project. Facility Grid can be accessed through any web browser without installing any software at <https://facilitygrid.com/>. There is also an app developed for IOS, Android and Windows that can be downloaded through app stores. This software is intended to streamline the commissioning process by providing status in real time for the entire team. The intuitive mobile app allows contractor access checklist, tests, and issues. For this project we will utilize Facility Grid to create and store the following:

1. Site Observation and Progress Reports
2. Pre-Functional Checklists and Functional Tests
3. Issues logging and resolution tracking

**FACILITY GRID**  
Commissioning Software





## ROLES AND RESPONSIBILITIES

### General Communication Protocols

Issue	Protocol
CxA review of contractor submittals shall:	<input checked="" type="checkbox"/> coincide with A/E review <input type="checkbox"/> occur after A/E review CxA submits review comments directly to A/E team. It is the responsibility of the Designer of Record to review and incorporate as appropriate Group14 Engineering's comments. A copy of the Designer of Record's submittal review shall be provided to Group14 Engineering.
For requests for information (RFI) or formal documentation requests:	The CxA goes first: <ul style="list-style-type: none"> <li><input type="checkbox"/> direct to Sub or A/E</li> <li><input type="checkbox"/> through the PM</li> <li><input checked="" type="checkbox"/> through General Contractor (GC) and A/E.</li> </ul>
For notifying contractors of deficiencies:	Group14 documents deficiencies through the GC (copy to PM), but may discuss deficiency issues with subcontractors prior to notifying the GC.
For scheduling commissioning meetings:	The CA selects the date and schedules through the: <ul style="list-style-type: none"> <li><input type="checkbox"/> PM</li> <li><input checked="" type="checkbox"/> GC</li> <li><input type="checkbox"/> The CxA schedules &amp; notifies attendees directly.</li> </ul>
For making a request for significant changes:	Group14 has no authority to issue change orders.
For making minor changes in specified sequences of operations:	All necessary changes in sequences of operations must be approved by the ME. Group14 may recommend changes in sequences of operation to correct operational deficiencies and/or to improve efficiency or control. Recommended changes will be submitted to the Design team via RFI.
Subcontractors disagreeing with requests or interpretations by Group14 shall:	Attempt to resolve issues with Subs first, then with GC and PM if necessary. Issues may require input from the A/E.

## R22 REPLACEMENT PROJECT COMMISSIONING PLAN



## Roles and Responsibilities Matrix

Roles and Responsibilities	Responsible Party								
	L = Lead, R=Review, S=Supporting, A=As Required								
	OR	CxA	CxC	CMAR	A/E	MC	EC	TAB	TC
<b>Communication &amp; Coordination</b>									
Participate in commissioning meetings (scoping, kick-off, coordination, misc.)	S	L	S	S	A	A	A	A	A
Coordinate participation of contractor(s) throughout the commissioning process			L	S		S	S	S	S
Coordinate installation progress inspections and punch list efforts for applicable work			L	S					
Notify the CxA of any issues which may affect the commissioning process or final system performance	S		L	S		S	S	S	S
<b>Construction Phase</b>									
Develop project specific Commissioning Plan. Provide revisions, as necessary, throughout the project	R	L	R	R	R				
Plan and conduct a Commissioning Kick-off meeting along with other commissioning meetings, as necessary	S	L	S	S	S	S	S	S	S
Coordinate and incorporate commissioning activities into the master construction schedule. Distribute construction schedule updates to Cx team.		S	L	S					
Provide copies of submittals, O&M manuals and as-built drawings to CxA				L	S	S	S	S	S
Provide design narrative and sequences of operations for all pieces of equipment to be commissioned in areas where specifications, drawings or equipment documentation is not sufficient to allow for detailed Functional Test Procedures to be written		R	S	L					
HVAC, Electrical, Plumbing - Prepare Pre-Functional Checklists and Functional Test procedures from approved submittals, specifications, and design documentation. A	R	L	S	S	R		S	S	S
Perform site observations to verify component and system installation		L	S						
Monitor completion of Pre-Functional Checklists and testing procedures as required by specifications and manufacturer's recommendations (i.e. pipe clean, flush, fill, pressure test; equipment efficiency/performance testing, elevators, escalators, dumb waiters, etc.). Provide completed documentation to CxA		R	L	S	S	S	S	S	S
Provide CxA with access to DDC Temperature Controls and Specialty Systems front end to allow for completion of Functional Test Procedures	S		S						L
Witness equipment and system start-ups as needed.		S	L	S		S	S	S	S
Review completed contractor installation and startup forms, point-to-point checkout, sensor calibration and TAB documentation as well as the punch lists provided by the		R	L	S		S	S	S	S

## R22 REPLACEMENT PROJECT COMMISSIONING PLAN



Roles and Responsibilities	Responsible Party								
	L = Lead, R=Review, S=Supporting, A=As Required								
	OR	CxA	CxC	CMAR	A/E	MC	EC	TAB	TC
team to confirm systems are ready for Functional Testing. Provide copies of all documentation to CxA.									
<b>Acceptance Phase</b>									
Coordinate required contractor(s) and schedule Functional Testing and Integrated Systems Testing		S	L	S		S	S	S	S
Operate equipment and systems as required to complete testing. This will include manipulation of the control systems to simulate different control sequences.				A		S	S		L
HVAC, Electrical, and Plumbing - Witness and document the functional testing		L	S			S	L	S	S
Assist CxA during TAB verification			S	A				L	S
Participate in resolution of identified system deficiencies, fine-tuning or troubleshooting of system performance, as required to meet contract documents	S	S	S	S	S	S	S	S	S
Provide completed O&M's and as-built drawings to the CxA, A/E and Owner for review, verification and distribution		R	S	L		S	S	S	S
Assemble and provide Owner's training plan to the Commissioning team for review (this is to be approved prior to implementing the training program)	R	R	L	S		S	S	S	S
Provide training records to be completed during the training sessions	R	R	L	R		S	S	S	S
Arrange for facility operating and maintenance personnel to attend field training sessions, as required	L		S						
Provide training for the systems, as required by contract documents. Provide CxA with copy of training documents and sign-in sheets		R	S	L		S	S	S	S
<b>Warranty Phase</b>									
Operate equipment and systems as required for seasonal or deferred testing				L		L	L	L	L
Participate in 10-month warranty review meeting	S	L	S	S		S	S	S	S
Submit documentation required by LEED. Complete LEED online template.	R	L	S						
Prepare final Commissioning Report and Systems Manual	R	L	S						
Owner (OR), Commissioning Authority (CxA), Contractor's Commissioning Coordinator (CxC), General Contractor (CMAR), Designer of Record (A/E), Electrical Subcontractor (EC), Test and Balance Contractor (TAB), Temperature Controls Contractor (TC)									



## COMMISSIONING SCHEDULE

The Contractor's Commissioning Specialist (CxS) shall be responsible to coordinate with the CxA and Contractor to integrate commissioning activities into the master construction schedule for the construction phase of the project.

The following requirements for the Commissioning schedule apply:

1. Major milestones and substantial completion dates.
2. All equipment startups for HVAC
3. Electrical energization and testing activities.
4. Test & Balance and DDC Controls testing.
5. Training durations and completion for all systems.
6. Operations and Maintenance Manual submissions for all systems.

*This commissioning plan was written by the commissioning authority (CxA), Group14 Engineering Inc, Denver, CO. Please direct comments on the above procedure to Nick Buike at 720.221.1082 or e-mail to [nbuike@group14eng.com](mailto:nbuike@group14eng.com)*



9785 Maroon Circle, Suite 400  
Centennial, Colorado 80112  
[burnsmcd.com](http://burnsmcd.com)



## DEN R-22 REFRIGERENT REPLACEMENT

### BID FORM

Company: Burns & McDonnell Engineering Company, Inc.

Date: September 3, 2020

Revision: 0

Div. No.	Description	Total Price
	<b>DSBO Participation %</b>	<b>29.7%</b>
	<b>Terminal</b>	<b>\$ 4,592,763</b>
	Design	\$ 291,476
001	General Requirements	\$ 171,050
002	Existing Conditions	\$ -
003	Concrete	\$ 630,088
004	Masonry	\$ -
005	Metals	\$ 39,379
007	Thermal & Moisture Protection	\$ 17,847
009	Finishes	\$ 173,211
021	Fire Suppression	\$ 118,493
022	Plumbing	\$ -
023	HVAC	\$ 3,076,461
026	Electrical	\$ 74,759
	<b>Concourse A</b>	<b>\$ 626,962</b>
	Design	\$ 39,967
001	General Requirements	\$ 20,083
002	Existing Conditions	\$ -
003	Concrete	\$ -
004	Masonry	\$ -
005	Metals	\$ 44,267
007	Thermal & Moisture Protection	\$ -
009	Finishes	\$ -
021	Fire Suppression	\$ -
022	Plumbing	\$ -
023	HVAC	\$ 507,129
026	Electrical	\$ 15,517
	<b>Concourse B</b>	<b>\$ 6,925,079</b>
	Design	\$ 441,483
001	General Requirements	\$ 277,804
002	Existing Conditions	\$ -
003	Concrete	\$ 529,616
004	Masonry	\$ -
005	Metals	\$ 192,737
007	Thermal & Moisture Protection	\$ 29,864
009	Finishes	\$ 229,578
021	Fire Suppression	\$ 140,595
022	Plumbing	\$ -
023	HVAC	\$ 4,927,765
026	Electrical	\$ 155,637
	<b>Concourse C</b>	<b>\$ 3,214,532</b>
	Design	\$ 204,907
001	General Requirements	\$ 87,272
002	Existing Conditions	\$ -
003	Concrete	\$ 351,402
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ 2,972
009	Finishes	\$ 185,220
021	Fire Suppression	\$ 113,019
022	Plumbing	\$ -
023	HVAC	\$ 2,189,104
026	Electrical	\$ 80,635
	<b>Outline Areas</b>	<b>\$ 3,568,751</b>
	Design	\$ 227,400
001	General Requirements	\$ 174,049
002	Existing Conditions	\$ -
003	Concrete	\$ 483,178
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ -
021	Fire Suppression	\$ 91,491
022	Plumbing	\$ -
009	Finishes	\$ 161,079
023	HVAC	\$ 2,364,890
026	Electrical	\$ 66,663



## DEN R-22 REFRIGERENT REPLACEMENT

### BID FORM

Company: Burns & McDonnell Engineering Company, Inc.

Date: September 3, 2020

Revision: 0

	<b>Pena Blvd Corridor</b>	<b>\$ 1,976,412</b>
	Design	\$ 125,993
001	General Requirements	\$ 98,496
002	Existing Conditions	\$ -
003	Concrete	\$ 234,051
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ 20,786
009	Finishes	\$ 72,654
021	Fire Suppression	\$ 48,392
022	Plumbing	\$ -
023	HVAC	\$ 1,330,704
026	Electrical	\$ 45,335
	<b>Maintenance Center</b>	<b>\$ 368,123</b>
	Design	\$ 23,455
001	General Requirements	\$ 28,116
002	Existing Conditions	\$ -
003	Concrete	\$ 87,851
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ -
009	Finishes	\$ -
021	Fire Suppression	\$ -
022	Plumbing	\$ -
023	HVAC	\$ 216,277
026	Electrical	\$ 12,424
	<b>Toll Plaza's</b>	<b>\$ 310,961</b>
	Design	\$ 19,810
001	General Requirements	\$ 16,066
002	Existing Conditions	\$ -
003	Concrete	\$ 58,567
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ -
009	Finishes	\$ 13,965
021	Fire Suppression	\$ -
022	Plumbing	\$ -
023	HVAC	\$ 188,803
026	Electrical	\$ 13,750
	<b>South Campus</b>	<b>\$ 2,622,783</b>
	Design	\$ 167,209
001	General Requirements	\$ 174,049
002	Existing Conditions	\$ -
003	Concrete	\$ 336,760
004	Masonry	\$ -
005	Metals	\$ -
007	Thermal & Moisture Protection	\$ -
009	Finishes	\$ 194,172
021	Fire Suppression	\$ 129,164
022	Plumbing	\$ -
023	HVAC	\$ 1,564,685
026	Electrical	\$ 56,743
	<b>ROCIP</b>	<b>\$ 48,000</b>
	<b>TEXTURA</b>	<b>\$ 32,500</b>
	<b>Total Project Fee</b>	<b>\$ 24,286,866</b>

## Terminal

Asset	Asset Tag	Description	Location	Functional Area	Classification	Cooling Capacity
25488		AIR CONDITIONING UNIT, TEMP AIR, MTERM,LEV3,WEST,MOD-2W NEEDS BALLARDS AND DUCTWORK	TML	HVAC	Heating/Cooling Air Handling Units	25 TON
25489		AIR CONDITIONING UNIT, TEMP AIR, MTERM,LEV3,WEST,MOD-3W NEEDS BALLARDS AND DUCTWORK	TML	HVAC	Heating/Cooling Air Handling Units	25 TON
102418	004065	AIR CONDITIONING UNIT, ACU7, MTERM,EAST, RM 1731	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102420	004067	AIR CONDITIONING UNIT, ACU9, MTERM,EAST, RM 1721	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102428	004075	AIR CONDITIONING UNIT, ACU4, MTERM,WEST, RM 1320	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102421	004068	AIR CONDITIONING UNIT, ACU10, MTERM,EAST, RM 1720	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102422	004069	AIR CONDITIONING UNIT, ACU11,MTERM, EAST, RM 1711	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102427	004073	AIR CONDITIONING UNIT, ACU3, MTERM,WEST, RM 1321	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102429	004076	AIR CONDITIONING UNIT, ACU5, MTERM,WEST, RM 1335	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102424		AIR CONDITIONING UNIT, ACU1V, MTERM,EAST, RM VALET BOOTH HEAT PUMP	TML_01	HVAC	Heating/Cooling Air Handling Units	1.125 TON
102425	004071	AIR CONDITIONING UNIT, ACU1, MTERM,WEST, RM 1311	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102426	004072	AIR CONDITIONING UNIT, ACU2, MTERM,WEST, RM 1310	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102430	004077	AIR CONDITIONING UNIT, ACU6, MTERM,WEST, RM 1330	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102431	004074	AIR CONDITIONING UNIT, ACU13, MTERM,WEST, RM 1-WEST	TML_01	HVAC	Heating/Cooling Air Handling Units	3 TON
102419	004066	AIR CONDITIONING UNIT, ACU8, MTERM,EAST, RM 1730	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
102423	004070	AIR CONDITIONING UNIT, ACU12, MTERM,EAST, RM 1710	TML_01	HVAC	Heating/Cooling Air Handling Units	2 TON
23009	016205	AIR CONDITIONING UNIT, AC1, MTERM,LEV3,EAST,MOD2-CU-T-3-12-047,CARRIER	TML_03_11E	HVAC	Heating/Cooling Air Handling Units	4 TON
23010	005074	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,EAST,MOD2-CU-T-3-12-047,TRANE	TML_03_11E	HVAC	Heating/Cooling Air Handling Units	5 TON
23003	008059	AIR CONDITIONING UNIT, AC1, MTERM,LEV3,WEST,MOD-2W-CU-1-TSA,TRANE	TML_03_11W	HVAC	Heating/Cooling Air Handling Units	7.5 TON
23004	016187	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,WEST,MOD-2W-UAL BREAKRM,TRANE	TML_03_11W	HVAC	Heating/Cooling Air Handling Units	4 TON
23011		AIR CONDITIONING UNIT, AC1, MTERM,LEV3,EAST,MOD-3E-CU-1-TSA,TRANE	TML_03_14E	HVAC	Heating/Cooling Air Handling Units	6 TON
23005	008058	AIR CONDITIONING UNIT, AC1, MTERM,LEV3,WEST,MOD-3W-CU-1-TSA,TRANE	TML_03_14W	HVAC	Heating/Cooling Air Handling Units	4 TON
23006	005073	AIR CONDITIONING UNIT, AC1, MTERM,LEV3,EAST,MOD1,CU-T-3-9-046,CARRIER	TML_03_8E	HVAC	Heating/Cooling Air Handling Units	4 TON
23008	016181	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,EAST,MOD-1E-RTU-TSA,TRANE	TML_03_8E	HVAC	Heating/Cooling Air Handling Units	5 TON
23001	016183	AIR CONDITIONING UNIT, RTU1, MTERM,LEV3,WEST,MOD-1W-RTU-TSA,TRANE	TML_03_8W	HVAC	Heating/Cooling Air Handling Units	5 TON
23002	008060	AIR CONDITIONING UNIT, AC1, MTERM,LEV3,WEST,MOD1,CU-T-3-7-045,CARRIER	TML_03_8W	HVAC	Heating/Cooling Air Handling Units	4 TON
102416		AIR CONDITIONING UNIT, ACU1, MTERM,EAST, RM AGTS	TML_04	HVAC	Heating/Cooling Air Handling Units	5 TON
102417		AIR CONDITIONING UNIT, ACU2,MTERM, EAST, RM AGTS,AIRFLOW	TML_04	HVAC	Heating/Cooling Air Handling Units	5 TON
102433		AIR CONDITIONING UNIT, ACU2V, MTERM,WEST, RM VALET BOOTH HEAT PUMP	TML_04	HVAC	Heating/Cooling Air Handling Units	1.125 TON
24368	016176	AIR CONDITIONING UNIT, AC1, MTERM, EAST, RM AGTS ROOM 4006	TML_04	HVAC	Heating/Cooling Air Handling Units	5 TON
24369	013538	AIR CONDITIONING UNIT, CU1, MTERM,EAST, RM AGTS ROOM 4006	TML_04	HVAC	Heating/Cooling Air Handling Units	5 TON
23012	005071	AIR CONDITIONING UNIT, ACCU, MTERM,WEST,MOD4,LEV1, PARKING STRUCTURE,ACCU-P-1-W-21,TRANE	PKL1401MD4	HVAC	Heating/Cooling Air Handling Units	2.5 TON
23013		AIR CONDITIONING UNIT, ACCU, MTERM,WEST,MOD4,LEV1, PARKING STRUCTURE,ACCU-P-1-W-29,TRANE	PKL1401MD4	HVAC	Heating/Cooling Air Handling Units	2.5 TON
23014	005070	AIR CONDITIONING UNIT, ACCU, MTERM,WEST,MOD4,LEV5, PARKING STRUCTURE,ACCU-P-5-W-21,TRANE	PKL1405MD4	HVAC	Heating/Cooling Air Handling Units	2.5 TON
24369		AIR CONDITIONING UNIT, CU1, MTERM,EAST, AGTS, RM 4056	TML_04_14E_012	HVAC	Heating/Cooling Air Handling Units	5 TON
48422	016300	AIR CONDITIONING UNIT, ACU, TAXI/VALET BOOTH, DOOR 400 NORTH UNIT HEAT PUMP	TML_04_8W	HVAC	Heating/Cooling Air Handling Units	1.125 TON
50717	012138	CRAC, AC UNIT, AOB, PRIMARY PUMP RM	TML_03_2E	HVAC	Heating/Cooling Air Handling Units	17 TON
51314	016185	ACU, CONDENSOR UNIT, M3, L3, EAST	TML_03_14E_004	HVAC	Heating/Cooling Air Handling Units	6 TON
50121	020352	CONDENSING UNIT, ACCU-P-1-W30, MTERM, WEST, MOD4, LEV1, PARKING STRUCTURE, ELECTRICAL ROOM	PKG_01_16W_003	HVAC	Heating/Cooling Air Handling Units	2.5 TON
50125	005070	CONDENSING UNIT, ACCU-P-5-W21, MTERM, WEST, MOD4, LEV4, PARKING STRUCTURE, FEEDS LVL 5 FCU	PKG_04_16W_007	HVAC	Heating/Cooling Air Handling Units	2.5 TON
48421	016299	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, TAXI/VALET BOOTH, DOOR 400 SOUTH UNIT	PKG_04_7W	HVAC	Heating/Cooling Air Handling Units	1.5 TON
48419	016292	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, VALET BOOTH, DOOR 401	PKG_04_9E	HVAC	Heating/Cooling Air Handling Units	1.5 TON
48413	016297	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, LIMO BOOTH, DOOR 506 ISLAND 2	PKG_05_10	HVAC	Heating/Cooling Air Handling Units	1.5 TON
48416	016296	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, TAXI BOOTH, DOOR 510 ISLAND 1	PKG_05_10	HVAC	Heating/Cooling Air Handling Units	1.5 TON
48418	016294	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, LIMO BOOTH, DOOR 511 ISLAND 2	PKG_05_12	HVAC	Heating/Cooling Air Handling Units	1.5 TON

48420	016293	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, TAXI/SHUTTLE BOOTH, DOOR 507 ISLAND 1	PKG_05_12	HVAC	Heating/Cooling Air Handling Units	1.5 TON
48417	016295	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, GROUND TRANSPORT BOOTH, DOOR 513 ISLAND 1 (A	PKG_05_15	HVAC	Heating/Cooling Air Handling Units	1.5 TON
48415	016298	AIR CONDITIONING UNIT, ACU, TERMINAL PARKING GARAGE, GROUND TRANSPORT BOOTH, DOOR 504 ISLAND 1	PKG_05_7W	HVAC	Heating/Cooling Air Handling Units	1.5 TON
51276	016182	ACU-RTU1, MTERM, L3, EAST MOD2E, RTU TSA	TML_03_2E	HVAC	Heating/Cooling Air Handling Units	5 TON
	029970	Leibert Model No. MMCF-P00 w/ MME018A-PH0	TML_05_5E_098	HVAC	Heating/Cooling Air Handling Units	1.5 TON

Manufacturer	Serial No.	Model No.	System Replacement Cost
RUPP	25015	THPAC-25T4H	\$ 274,209
RUPP	2501	THPAC-25T4H	\$ 265,415
TRA	619101443	TTB024C100A3	\$ 74,060
DTN	WDNM022026	AC024M102A	\$ 74,650
TRA	642235771	TTB024C100A0	\$ 74,564
TRANE	635285664	TTR024C100AD	\$ 73,933
TRA	642235663	TTB024C100A0	\$ 83,128
TRA	642235774	TTB024C100A0	\$ 73,933
TRA	642235783	TTB024C100A0.	\$ 73,933
			\$ 73,948
TRA	642235666	TTB024C100A0	\$ 73,933
TRA	6422357030	TTB024C100A0	\$ 73,933
TRA	642235646	TTB024C100A0	\$ 73,933
PYANE/CARRIER	4499E16156	PA10JA036-8	\$ 74,806
TRA	642235778	TTB024C100A0	\$ 73,933
TRA	642235659	TTB024C100A0	\$ 73,933
TRA	3001E27299	38CKC048640	\$ 74,457
TRA	623101871L	YSC060A4RHA2PF2B1000000A0	\$ 78,325
TRA	8560F291206511	TZAA-090DA757	\$ 82,181
CARRIER	0906G30256	48TFF005-A-611	\$ 59,491
TRA	6213TMK2F	2TTA0072A4000AA	\$ 80,146
CARRIER	6213TL62F	48TFF005-A-611	\$ 67,588
TRANE	3301E17928	38CKC048640	\$ 84,282
TRA	623101941L	YSC060A4RHA2PF2B1000000A0	\$ 72,594
TRA	6231022192	YSC060A4RHA2RF2B1000020A0	\$ 73,224
TRA	1103A70274	FP4BNF048	\$ 97,592
			\$ 98,899
AIRFLOW COMPANY	016CD-111	CCT-5W4-VD	\$ 98,899
			\$ 89,504
TITHE CORP	SKIL-AIR J990003	SAC060H4 460-3PHASE	\$ 89,705
TITHE CORP	SKIL-AIR J990003	SAC060H4E 460-3PHASE	\$ 89,705
TRA	7081LP03F	2TTA0030A4000AA	\$ 83,231
TRA		TTA0030A4000AA	\$ 83,231
TRA	720520K2F	2TTA0072A4000AA	\$ 85,008
TITHE CORP	J990006	SAC060H4	\$ 89,705
COLEMAN	110806828	8333E776	\$ 89,504
LIEBERT		FH200C-A01	\$ 125,884
TRANE	6213TMK2F	2TTA0072A4000AA	\$ 89,340
TRA		TTA0030A4000AA	\$ 83,154
TRA		TTA0030A4000AA	\$ 84,163
COLEMAN	160413445	48203C966	\$ 98,698
COLEMAN	140326194	B57915.711C0	\$ 99,958
DOMETIC	52921175	B57915.711C0	\$ 98,698
DOMETIC	51825213	B57915.711C0	\$ 98,698
DOMETIC	52023764	B57915.711C0	\$ 98,698

DOMETIC	51825214	B57915.711C0	\$	89,504
DOMETIC	52921174	B57915.711C0	\$	99,958
DOMETIC	52921174	B57915.711C0	\$	89,504
TRANE	623101871L	YSC060A4RHA2PF2B	\$	62,769
LIEBERT	MMCF-P00	MME018A-PHO	\$	120,219
			\$	<b>4,592,763</b>

**Concourse A**

Asset	Asset Tag	Description
107340	007807	PRE CONDITIONED AIR, PCA-A26,ACON,DX
107341	007271	PRE CONDITIONED AIR, PCA-A52,ACON,DX
100749	007261	PRE CONDITIONED AIR, PCA-A39,ACON,DX

Location	Functional Area	Classification	Cooling Capacity	Manufacturer
CCA	HVAC	Decentralized Cooling	45 TON	FMC
CCA	HVAC	Decentralized Cooling	45 TON	FMC
CCA	HVAC	Decentralized Cooling	60 TON	FMC

Serial No.	MODEL No.	System Replacement Cost
61585	XPC6000-111-13-50	\$ 196,378
61535	XPC6000-111-13-50	\$ 193,976
62375	XPC6013-111-17-40	\$ 236,608
		<b>\$ 626,962</b>

**Concourse B**

Asset	Asset Tag	Description	Location	Functional Area
108725	007106	ROOFTOP UNIT, RTU-CS-E61, SOUTH RJFACILITY,B CON,LEVELROOF	CCB	HVAC
108728	007108	ROOFTOP UNIT, RTU-CS-E63, SOUTH RJ FACILITY, B CON,LEVELROOF	CCB	HVAC
	005067	AIR CONDITIONING UNIT, ACU, BCON, LEVEL ROOF, 3SCE,ELV,EQUIP,RM RM,	CCB_04_8W_RF01	HVAC
107839		AIR CONDITIONING UNIT, AC, BCON, LEVEL 1, 1SCE,QUEST COM RM,TRANE	CCB_01_3E	HVAC
107924	005066	AIR CONDITIONING UNIT, ACU, BCON, LEVEL ROOF, CC,ELV,EQUIP,RM RM,BW24	CCB_01_1C	HVAC
107461		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, CCNW,UPS RM,TRANE	CCB_01_1C	HVAC
107450		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 2SCW,COM RM@B22,TRANE	CCB_01_6W	HVAC
23699		AIR CONDITIONING UNIT, ACU, BCON, BASEMENT,CCW,RM 0125,CARRIER	CCB_00_1C	HVAC
23700		AIR CONDITIONING UNIT, ACU, BCON, BASEMENT,CCE,RM 0188,CARRIER	CCB_00_1C	HVAC
25243	007110	ROOFTOP UNIT, RTU-CS-67A, SOUTH RJFACILITY,B CON,LEVELROOF	CCB	HVAC
25244	007050	ROOFTOP UNIT, RTU-CS-E56, SOUTH RJFACILITY, BCON, LEVELROOF	CCB	HVAC
25041		AIR CONDITIONING UNIT, ACU-004, BCON, LEVEL 1, 2SCW,COM RM,TRANE	CCB_01_6W	HVAC
		AIR CONDITIONING UNIT, CCB_01_1C	CCB_01_1C	HVAC
25254	007060	(TENANT UNIT) ROOFTOP UNIT, RTU-CS-E55, SOUTH RJFACILITY, BCON, LEVELROOF	CCB	HVAC
26822		HEAT PUMP, HP1, BCON, LEVEL 2, SC3 EAST B60	CCB_02_8E_GT60	HVAC
27491	007066	CONDENSER, AIR COOLED, ACC-CS-E54C, BCON, RJ, RAMP LEVEL	CCB_01_1SC	HVAC
25438		AIR CONDITIONING UNIT, AC, BCON, LEVEL 1, 1SCE,DATA AIRE, RM1465	CCB_01_3E	HVAC
25439		AIR CONDITIONING UNIT, AC, BCON, LEVEL 1, 1SCE,DATA AIRE, RM 3W08	CCB_01_3E	HVAC
25440		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, CCNW,COMM RM,1090,LEIBERT	CCB_01_1C	HVAC
25441		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, CCNW,COMM RM,1090,LEIBERT	CCB_01_1C	HVAC
25442		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, EAST END, TRANE	CCB_01_6E	HVAC
108729	007109	ROOFTOP UNIT, RTU-CS-E66, SOUTH RJFACILITY,B CON,LEVELROOF	CCB	HVAC
107457		AIR CONDITIONING UNIT, ACU, BCON, LEVEL 1, 1SCE,TSA,BARD UNIT	CCB_01_3E	HVAC
25249	007111	(TENANT UNIT) ROOFTOP UNIT,RTU-CS-E67B,SOUTH RJFACILITY,B CON,LEVELROOF	CCB	HVAC
25253	007059	(TENANT UNIT) ROOFTOP UNIT,RTU-CS-E54,SOUTH RJFACILITY,B CON,LEVELROOF	CCB	HVAC
107445		AIR CONDITIONING UNIT, ACU, BCON, LEVEL1,2SCW,COMM RM,DATA AIR	CCB_01_6W 056	HVAC
	009754	ACCU #2		HVAC
25437		AIR CONDITIONING UNIT, AC, BCON, LEVEL 1, 1SCE, DATA AIRE	CCB_01_3E	HVAC
107840	010922	CONDENSING UNIT, ACCU-007, IDF, BCON, LEVEL 1, 3SCE,QUEST COMM RM	CCB_01_6E	HVAC
38527	010933	CONDENSING UNIT, ACCU-005, IDF, BCON, LVL1, CCW	CCB_01_1C	HVAC
38533	010923	CONDENSING UNIT, ACCU-002, IDF, BCON SC2E, LVL RAMP	CCB_01_6E	HVAC
38535	009201	CONDENSING UNIT, ACCU-006, IDF, ROOM 4E-02, BCON	CCB_01_3W	HVAC

38537	010929	CONDENSING UNIT, ACCU-02, IDF 3E-08, ROOM, BCON	CCB_01_3W	HVAC
38538	010931	FAN COIL UNIT, FCU-02, IDF, ROOM, BCON	CCB_01_3W	HVAC
38704	009748	CONDENSING UNIT, ACCU-004, IDF, 4W-02, BCON, SC1W	CCB_01_3W_038	HVAC
38706	009751	CONDENSING UNIT, ACCU-004, IDF, 3W-08, LVL1, SC1W	CCB_01_3W_062	HVAC
38707	009752	FAN COIL UNIT, FCU-004, IDF, 3W-08, LVL1, SC1W	CCB_01_3W_062	HVAC
	019994	FCU 003 IDF TRANE	CCB 01 7W 024	HVAC
	009759	CU 003 SERVES FCU-003 IDF	CCB_01_6W_028	HVAC
	023388	FC-7 BE 4,5 & 6 ROOM 5001		HVAC
108373	005067	AC-7 CU TO ROOM 5001 ROOF C CORE SOUTH	CCB_	HVAC
38703	009749	FAN COIL UNIT, FCU-004, IDF, 4W-02, CCON, SC1W	CCB 01 4W 038	HVAC
38704	009748	CONDENSING UNIT, ACCU-004, IDF, 4W-02, BCON, SC1W	B WEST	HVAC
	002368	AGTS TRAIN AC-1	AGTS-00-BC-204B	HVAC
50195	020369	AGTS TRAIN CU-1	AGTS-00-BC-201B	HVAC
	009539	BE24 LIEBERT WALL UNIT ELEV. ROOM	NE CENTER CORE ROOF	HVAC
	023408	TRANE FC-004	CCB 01 4W 038	HVAC
38536	010926	FAN COIL UNIT, FCU-006, IDF, ROOM 4E-02, BCON, SC1W	CCB 01 4E 017	HVAC
	023390	TRANE FC -007	CCB 01 7E 012	HVAC
38528	010932	FAN COIL UNIT, FCU-005, IDF, BCON, LVL1, CCW	CCB 01 1C 066	HVAC
	009535	BE13 LIEBERT WALL UNIT ELEV. EQUIPMENT ROOM	CCB.05.3W.ROOF	HVAC
23295	005069	BE16 LIEBERT WALL UNIT ELEV. EQUIPMENT ROOM	CCB.05.8E.ROOF	HVAC
108690	006154	PRE CONDITIONED AIR, PCA-B84,BCON, DX	CCB_01_1SC	HVAC
108686	006163	PRE CONDITIONED AIR, PCA-B80,BCON, DX	CCB_01_1SC	HVAC
108699	006138	PRE CONDITIONED AIR, PCA-B92,BCON, DX	CCB_01_1SC	HVAC
108691	006118	PRE CONDITIONED AIR, PCA-B85,BCON, DX	CCB_01_1SC	HVAC
108692	006150	PRE CONDITIONED AIR, PCA-B86,BCON, DX	CCB_01_1SC	HVAC
108695	006146	PRE CONDITIONED AIR, PCA-B88,BCON,SOUTH RJ FACILITY, DX	CCB_01_1SC	HVAC
108697	006142	PRE CONDITIONED AIR, PCA-B90,BCON,SOUTH COMMUTER AREA, DX	CCB_01_1SC	HVAC
108694	006123	PRE CONDITIONED AIR, PCA-B87,BCON,SOUTH COMMUTER AREA, DX	CCB_01_1SC	HVAC
108687	006108	PRE CONDITIONED AIR, PCA-B81,BCON,SOUTH COMMUTER AREA, DX	CCB_01_1SC	HVAC
108696	006127	PRE CONDITIONED AIR, PCA-B89,BCON,SOUTH COMMUTER AREA, DX	CCB_01_1SC	HVAC
108688	006158	PRE CONDITIONED AIR, PCA-B82,BCON,SOUTH COMMUTER AREA, DX	CCB_01_1SC	HVAC
108698	006131	PRE CONDITIONED AIR, PCA-B91,BCON,SOUTH COMMUTER AREA, DX	CCB_01_1SC	HVAC
24582	006113	PRE CONDITIONED AIR, PCA-B83,BCON,SOUTH RJ FACILITY, DX	CCB_01_1SC	HVAC

Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
ROOFTOP UNIT	4 TON	TRANE	702100421L		\$ 61,325
ROOFTOP UNIT	4 TON	TRANE	702100421L	THCO43A4E0A0	\$ 55,609
Heating/Cooling Air Handling Units	3 TON		07D3009ML	ET036SRAEAT4903	\$ 94,776
Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z342HB8AH	TTA090A400DA	\$ 79,898
Heating/Cooling Air Handling Units	1.5 TON	LIEBERT	539637-2	ET0185RPEAT	\$ 119,567
Heating/Cooling Air Handling Units	7.5 TON	TRANE		TTA090A400DA	\$ 77,745
Heating/Cooling Air Handling Units	7.5 TON	TRANE		TTA090A400DA	\$ 77,745
Heating/Cooling Air Handling Units	1.5 TON	CARRIER		38HDC018341	\$ 72,090
Heating/Cooling Air Handling Units	1.5 TON	CARRIER		38HDC018341	\$ 72,090
ROOFTOP UNIT	4 TON	TRANE	603103126L	THCO43A4E0A0T	\$ 69,263
ROOFTOP UNIT	4 TON	TRANE	702100275L	THCO43A4E0A0T	\$ 76,876
Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z334JURAH	TTA090A400DA	\$ 79,642
Heating/Cooling Air Handling Units	5 TON				\$ 89,154
ROOFTOP UNIT	15 TON	CARRIER	0407U02198	48TMF016---611BA	\$ 66,295
Heating Distribution	5 TON	CARRIER	2913C68567	50TCA06A2M6A0B0A0	\$ 63,566
Condensate Return	2 TON	TRANE	7025LLCF	2TTB3024A1000AA	\$ 60,139
Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0608-A	DV0312	\$ 121,192
Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0614-A	DV0312	\$ 127,310
Heating/Cooling Air Handling Units	3 TON	LIEBERT	59439	MME036E-PC1	\$ 131,508
Heating/Cooling Air Handling Units	3 TON	LIEBERT	59440	MME036E-PC1	\$ 125,792
Heating/Cooling Air Handling Units	15 TON	TRANE	7021TBENHD	TWE 180B400EL	\$ 73,084
ROOFTOP UNIT	4 TON	TRANE	7021003459L	THCO43A430A0T	\$ 61,727
Heating/Cooling Air Handling Units	5 TON	BARD		WA602-C00EDXXXJ	\$ 75,604
ROOFTOP UNIT	15 TON	CARRIER	0807U04779	48TMD016---611YA	\$ 73,843
ROOFTOP UNIT	15 TON	CARRIER	0707U04122	48TMF016---611BA	\$ 73,843
Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0616-B	DRCU 0332	\$ 127,310
Heating/Cooling Air Handling Units	7.5 TON				\$ 95,205
Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0610-A	DV0312	\$ 126,069
Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z342NRAAH	TTA090A400DA	\$ 89,579
Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z3411G6AH	TTA090A400DA	\$ 83,863
Heating/Cooling Air Handling Units	7.5 TON				\$ 100,921
Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z342HB8AH	TTA090A400DA	\$ 83,863



## Concourse C

Asset	Asset Tag	Description	Location	Functional Area	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
107834		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, CCW, C37,AA COMM RM,LIEBERT	CCC_01	HVAC	Heating/Cooling Air Handling Units	1.5 TON	LIEBERT	68122	MME018A-X110	\$ 127,244
100891		AIR CONDITIONING UNIT, ACU1121, CCON, LEVEL 1, 1SCE, RM 1121,COMM1-4E02	CCC_01	HVAC	Heating/Cooling Air Handling Units	5 TON		96-0612-A	DTAU 0534	\$ 98,088
100869		AIR CONDITIONING UNIT, ACU1, CCON, LEVEL 1, CCW, RM ATC,OLD UNIT	CCC_01	HVAC	Heating/Cooling Air Handling Units	5 TON		911802A	DAME0534/DAMC05AIP	\$ 98,088
100880		AIR CONDITIONING UNIT, ACU1080, CCON, LEVEL 1, CCW, RM 1080	CCC_01_1C_032	HVAC	Heating/Cooling Air Handling Units	5 TON	DATA AIRE			\$ 150,478
100902		AIR CONDITIONING UNIT, ACU1, CCON, LEVEL 1, CCE, RM 1121	CCC 01 3C 010	HVAC	Heating/Cooling Air Handling Units	5 TON	DATA AIRE			\$ 150,478
100913		AIR CONDITIONING UNIT, ACU1355, CCON, LEVEL 1, 1SCW, RM 1355	CCC_01	HVAC	Heating/Cooling Air Handling Units	5 TON		96-0612-A	DVE 0312	\$ 150,478
100924		AIR CONDITIONING UNIT, ACUATC, CCON, LEVEL 1, CCW, RM ATCUPS	CCC 01	HVAC	Heating/Cooling Air Handling Units	5 TON		911801A	DAMA 1,512	\$ 98,088
108186		AIR CONDITIONING UNIT, ACU1, CCON, LEVEL 1, CCE, DELTA OXYGEN RM,C44.LIEBERT	CCC_01	HVAC	Heating/Cooling Air Handling Units	1.5 TON	LIEBERT	68142	MME018AXHO	\$ 129,293
107452		AIR CONDITIONING UNIT, ACU1, CCON, LEVEL 1, CCW, RM ATC,TRANE UNIT	CCC	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE		TTA090A400FA	\$ 81,323
23685		AIR CONDITIONING UNIT, ACCU009, CCON, ROOM 1C07, CCNE	CCC	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z3412HPAH		\$ 81,323
23697		AIR CONDITIONING UNIT, ACU, CCON, BASEMENT,CCW,RM 0125,CARRIER	CCC	HVAC	Heating/Cooling Air Handling Units	1.5 TON	CARRIER		38HDC018341	\$ 75,305
23698		AIR CONDITIONING UNIT, ACU, CCON, BASEMENT,CCE,RM 0188,CARRIER	CCC	HVAC	Heating/Cooling Air Handling Units	1.5 TON	CARRIER		38HDC018341	\$ 75,305
23032	003944	AIR CONDITIONING UNIT, AC1, CCON,WEST,RAMP,NORTH DEICE TRAILOR,MARVAIR	CCC	HVAC	Heating/Cooling Air Handling Units	5 TON	MCQUAY	7WLO321608	CCH060AMTS	\$ 77,953
24623	003944	HEAT PUMP, HP1, CCON, LEVEL 1, CCNE,FIREOPS	CCC	HVAC	Heating Distribution	5 TON	MCQUAY	7WLO321608	CCH060AMTS	\$ 77,953
24246		HEAT PUMP, HP1, CCON, BASEMENT,CCW,RM 0101	CCC	HVAC	Heating Distribution	5 TON	SNYDER GENERAL	CAT#060706034	CCH060A	\$ 77,953
25452		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, CCSW, LIEBERT, HALLWAY	CCC_01	HVAC	Heating/Cooling Air Handling Units	7.5 TON	LIEBERT	65432	MME092C-AHO	\$ 131,737
25450		AIR CONDITIONING UNIT, AC2, CCON, LEVEL 1, SCEW, RM 1266,DATA AIRE	CCC 01	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0611-A	DVE 0312	\$ 123,152
25451		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, SCWW, RM 1381,TRANE	CCC_01	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z342LRX5H	TWE090A300CA	\$ 78,955
23277		AIR CONDITIONING UNIT, FC-009 RM1095, CCON, LEVEL 1, TRANE,CCNW, RM 1095	CCC 01	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	Z342S4L5H	TWE090A300CA	\$ 78,311
23033		AIR CONDITIONING UNIT, AC1, CCON,WEST,RAMP,SOUTH DEICE TRAILOR,BARD	CCC	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD	22SF062184563-01	WA372-A15	\$ 70,488
25454		AIR CONDITIONING UNIT, ACU, CCON, LEVEL 1, SCE, SOUTHWEST RAMP OFFICE, LIEBERT	CCC 01	HVAC	Heating/Cooling Air Handling Units	5 TON	LIEBERT	T10G44027	BCHC054A1DOA2AG3E0000	\$ 129,293
23030	016720	AIR CONDITIONING UNIT, CU1, CCON,TRAIN PLATFORM,DATA AIR	CCC	HVAC	Heating/Cooling Air Handling Units	5 TON	GOODMAN	1507540722	GSC130604BF	\$ 75,951
25765	004064	ROOFTOP UNIT, RTU1, C28 JET BRIDGE	AIR0601CCN-C28	HVAC	Heating/Cooling Air Handling Units	17.5 TON	TRANE	619101443D	YFD210C4HAEA	\$ 82,314
23031		AIR CONDITIONING UNIT, CU1, DCON,TRAIN PLATFORM,DATA AIR	TUN0206	HVAC	Heating/Cooling Air Handling Units	5 TON	DATA AIRE	4213PNL3F	2TTA0060A4000AA	\$ 150,478
52156	023983	AIR CONDITIONING UNIT, ACU2, CCC WEST COMM RM 1356	CCC_01_3W_008	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0612-A	DVE 0312	\$ 123,152
52157	023982	ACCU2, CONDENSOR, CCC WEST SUBCORE, SVCS COMM RM 1356	CCC_01_3W_008	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0625-B	DRCU-0332	\$ 123,152
52059	023958	AIR CONDITIONING UNIT, AC2, CCC_01_3E_020A	CCC_01_3E_020	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0611-A	DVE 0312	\$ 123,152
52060	023959	AIR CONDITIONING UNIT, ACCU2, CONDENSOR 2, E5C APRON, COMM RM 1265	CCC_01_3E_020	HVAC	Heating/Cooling Air Handling Units	3 TON	DATA AIRE	96-0641-B	DRCU-0332	\$ 113,960
	014190	AIR CONDITIONING UNIT, ACU, CCON, FCU	CCC_01_1C_028B	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	4303MBPBD	TWE090A300EL	\$ 64,522
	014191	AIR CONDITIONING UNIT, ACU, CCON, CU	CCC 01 1C 028B	HVAC	Heating/Cooling Air Handling Units	7.5 TON	THERMAL ZONE	8560W091323576	TZAA-090DA757	\$ 31,426
										\$ 3,214,532

## Outline Areas

Asset	Asset Tag	Description	Location	Functional	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
101649	004036	CONDENSING UNIT, ACU1, LIFT STATION 2, LEVEL OUTSIDE	L02	HVAC	Heating/Cooling Air Handling Units	8.5 TON	TRANE	H10198099	TTA102400BA	\$ 84,356
101775	004029	CONDENSOR 1, ACU3101, GLYCOL RECOVERY BLD IWCU	ENV	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	230110FYAD	TTA090A400EA	\$ 82,856
101776	004030	AIR CONDITIONING UNIT, ACU3102, GLYCOL RECOVERY BLD IWCU	ENV	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	2304U4HAD	TTA090400EA	\$ 84,560
101803	004037	AIR CONDITIONING UNIT, ACU1, WEST LIGHTING VAULT	REV2	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	735100788I	TCS060A4EOA2K	\$ 60,125
101804	004018	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 4 BLD B	A4B	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR		AV35H-3-06C	\$ 100,968
101805	004019	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 4 BLD B	A4B	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	K986476BS	AV35H-3-06C	\$ 100,968
101806	004016	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 4 BLD A	A4A	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	1596	AAYP36ACC	\$ 98,126
101807	004017	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 4 BLD A	A4A	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			\$ 98,126
101808	004010	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 3 BLD A	A3A	HVAC	Heating/Cooling Air Handling Units	3 TON		1598	AYP36ACC-09NO	\$ 98,126
101809	004011	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 3 BLD A	A3A	HVAC	Heating/Cooling Air Handling Units	3 TON		1504	AAYP36ACC-09NO	\$ 98,126
101810	004005	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 2 BLD A	A2A	HVAC	Heating/Cooling Air Handling Units	3 TON		1588	AYP36ACC-09NO	\$ 98,126
101811	004006	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 2 BLD A	A2A	HVAC	Heating/Cooling Air Handling Units	4 TON		1599	AYP48ACC-09NO	\$ 99,282
101812	004002	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 1 BLD B	A1B	HVAC	Heating/Cooling Air Handling Units	4 TON		K986474BS	AYP48ACC-3	\$ 99,282
101813	004004	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 1 BLD B	A1B	HVAC	Heating/Cooling Air Handling Units	4 TON			AYP48ACC	\$ 99,282
107459	012109	CONDENSING UNIT, CU1, FIREHOUSE 4, LVL 1 OUTSIDE	FS4	HVAC	Heating/Cooling Air Handling Units	5 TON	CARRIER	2904E21249	38CKC060570	\$ 79,072
107462	004095	CONDENSING UNIT, CU1, FIREHOUSE1,LEVEL2,ROOF,ELECTRICAL RM,YORK	FS1	HVAC	Heating/Cooling Air Handling Units	3 TON	YORK	5XH0506101	ALR030C	\$ 76,576
101693	004027	AIR COOLED CHILLER @ FIREHOUSE1 - NORTHSIDE	FS1	HVAC	Heating/Cooling Air Handling Units	3 TON	YORK	WENM049637	H4DB036S46A	\$ 76,576
23015	005035	AIR CONDITIONING UNIT, AC3, TAXIWAY WC LIGHTING VAULT,TRANE	REV3	HVAC	Heating/Cooling Air Handling Units	8.5 TON	TRANE	231100336I	TSC102A4RGAOJE10	\$ 63,146
23017	005037	AIR CONDITIONING UNIT, AC1, TAXIWAY WC LIGHTING VAULT,TRANE	REV3	HVAC	Heating/Cooling Air Handling Units	1.5 TON	TRANE	2311JPM2H	WCC018F100BG	\$ 52,673
23018	005042	AIR CONDITIONING UNIT, HP1, WA DE-ICE HOUSE,CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	5 TON	CARRIER	4205E27648	38YCC060320	\$ 79,645
23019	005041	AIR CONDITIONING UNIT, ACC1, WA DE-ICE HOUSE,CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	2 TON	CARRIER	2005V07114	38BNB024311	\$ 79,266
23020	005040	AIR CONDITIONING UNIT, HP2, WA DE-ICE HOUSE,CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	5 TON	CARRIER	4405E17382	38YCC060326	\$ 79,645
23021	005039	CONDENSOR UNIT, HP3, WA DE-ICE HOUSE,CARRIER	DWA	HVAC	Heating/Cooling Air Handling Units	4 TON	CARRIER	4405E01475	38YCC048340	\$ 77,428
23022	005038	AIR CONDITIONING UNIT, ACC2, WA DE-ICE HOUSE,CARRIER	DIR	HVAC	Heating/Cooling Air Handling Units	2 TON	CARRIER	2005V07113	38BNB024311	\$ 79,266
23031		AIR CONDITIONING UNIT, CU1, DCON,TRAIN PLATFORM,DATA AIR	TUN0206	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	4213PNL3F	2TTA0060A4000AA	\$ 81,243
24236	004021	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 4 BLD C	A4C	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR		AV35H-3--06C	\$ 100,968
24237	004013	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 3 BLD C	A3B	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR	E002983BS	AV65H-8-06CE	\$ 106,832
24238	004014	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 3 BLD C	A3B	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR	E008984RS	AV65H-8-06CE	\$ 106,832
24239	004007	CONDENSING UNIT, CU1, ANTENNA FARM TOWER 2 BLD A	A2A	HVAC	Heating/Cooling Air Handling Units	1.5 TON	GOODMAN	907069739	GSC130181BA	\$ 76,155
24240	004008	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 2 BLD B	A2B	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR	194	AYP48ACA10N0921A	\$ 98,708
24241	004000	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM TOWER 1 BLD A	A1A	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR	607	AYP48ACC-1 NO M92A1	\$ 99,283
24242	003999	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM TOWER 1 BLD A	A1A	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR		AYP48ACC	\$ 99,283
24243	004001	CONDENSING UNIT, CU3, ANTENNA FARM TOWER 1 BLD A	A1A	HVAC	Heating/Cooling Air Handling Units	7.5 TON	TRANE	3156Y7WAD	TTA090A300EA	\$ 82,216
25263	023922	AIR CONDITIONING UNIT, ACU1, OPS DORM TRAILER UNIT B	OTB	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD	154J092639160-02	WA602-B15	\$ 75,452
25264	023923	AIR CONDITIONING UNIT, ACU2, OPS DORM TRAILER B	OTB	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD	154J092639159-02	WA602-B15	\$ 75,452
25265	023924	AIR CONDITIONING UNIT, ACU1, OPS AIRFIELD OFFICE TRAILER A	OTA	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD	154J092639159-02	WA602-B15	\$ 75,452
25266	023925	AIR CONDITIONING UNIT, ACU2, OPS AIRFIELD OFFICE TRAILER A	OTA	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD	154J092639157-02	WA602-B15	\$ 75,452
26617	003943	ROOFTOP UNIT, RTU1, EAST VAULT,REV1	REV1	HVAC	Heating/Cooling Air Handling Units	3.5 TON	LENNOX	5692H04488(MLC-8-9951D	CHP165133G	\$ 58,763
46230	004009	AIR CONDITIONING UNIT, ACU1, ANTENNA FARM, TOWER 2 BLDG B	A2B	HVAC	Heating/Cooling Air Handling Units	4 TON	MARVAIR	1957	AYP48ACC	\$ 99,282
46242	004020	CONDENSING UNIT, CU2, ANTENNA FARM, TOWER 4 BLDG B	A4B	HVAC	Heating/Cooling Air Handling Units	1.5 TON	GOODMAN	907000448	GSC130181C	\$ 76,155
46245	004022	AIR CONDITIONING UNIT, ACU2, ANTENNA FARM, TOWER 4 BLDG C	RET	HVAC	Heating/Cooling Air Handling Units	3 TON	YORK	NGXM135265	D2CE036A06B	\$ 56,548
49650	012121	CONDENSING UNIT, CU2, FIREHOUSE 4, LVL 1 OUTSIDE	FS4	HVAC	Heating/Cooling Air Handling Units	5 TON	CARRIER		38CKC060570	\$ 79,072
										\$ 3,568,751

## Pena Blvd Corridor

Asset	Asset Tag	Description	Location	Functional	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
51383	051383	AIR CONDITIONING UNIT, ACU1, UPS BLD./DELTA	CAB	HVAC	Heating/Cooling Air Handling Units	3 TON	YORK	NDGM040646	D1EB036A06A	\$ 79,852
52103	023972	CONDENSOR 11, UPS BLDG., DELTA SHOP	CAB	HVAC	Heating/Cooling Air Handling Units	20 TON	TRANE	52132W9AD	TTA240B400FA	\$ 88,160
52104	023973	CONDENSOR 12, UPS/DELTA SHOP	CAB	HVAC	Heating/Cooling Air Handling Units	20 TON	TRANE	53234BCAD	TTA240B400FA	\$ 88,160
23023	004083	AIR CONDITIONING UNIT, AC, JOINT USE CARGO,FRONTIER,DOOR-F,RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	2 TON	RUDD	4908 F3593-0147	UAKA-024JAS	\$ 70,292
23025	004087	AIR CONDITIONING UNIT, AC, JOINT USE CARGO,SOUTHWEST,DOOR-J,K,RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	1.5 TON	RUDD	4900 F 3993 6490	UAKA-018JAS	\$ 69,958
23026	004089	AIR CONDITIONING UNIT, AC, JOINT USE CARGO,NORTHWEST,DOOR-M,N,RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	1.5 TON	RUDD	4900 F 3393 4797	UAKA-018JAS	\$ 69,958
23027	004090	AIR CONDITIONING UNIT, AC, JOINT USE CARGO,US AIRWAYS,DOOR-O,RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	3 TON	RUDD	4959 F 3593-0147	UAKA-036CAS	\$ 71,487
23024	004085	AIR CONDITIONING UNIT, AC, JOINT USE CARGO,DELTA,DOOR-G,H,I,RUDD	CAD	HVAC	Heating/Cooling Air Handling Units	3 TON	RUDD	4959 F 3593-0147	UAKA-036CAS	\$ 71,487
	003997	AIR CONDITIONING UNIT,RTU1,EMPLOYEE PARKING, A/C TURNSTYLE,ROOF,CARRIER RTU-1	PAA	HVAC	Heating/Cooling Air Handling Units	7.5 TON	CARRIER	2907G30528	48TMF008-A-601	\$ 64,111
	003998	AIR CONDITIONING UNIT,RTU1,EMPLOYEE PARKING, A/C TURNSTYLE,ROOF,CARRIER RTU-2	PAA	HVAC	Heating/Cooling Air Handling Units	6 TON	CARRIER	1407G20514	48TMF007--601	\$ 61,534
	003996	AIR CONDITIONING UNIT,RTU1,EMPLOYEE PARKING, A/C TURNSTYLE,ROOF,CARRIER RTU-3	PAA	HVAC	Heating/Cooling Air Handling Units	7.5 TON	CARRIER	5098G30058	48TJD008-621QE	\$ 63,048
	003945	AIR CONDITIONING UNIT,RTU1,EMPLOYEE PARKING, B TURNSTYLE,ROOF,CARRIER RTU-1	PAA	HVAC	Heating/Cooling Air Handling Units	4 TON	CARRIER	5098G20619	48TJE005-601YW	\$ 57,602
	003946	AIR CONDITIONING UNIT,RTU1,EMPLOYEE PARKING, B TURNSTYLE,ROOF,CARRIER RTU-2	PAA	HVAC	Heating/Cooling Air Handling Units	7.5 TON	CARRIER	5098G30061	48TJE008-621QE	\$ 63,048
23274		AIR CONDITIONING UNIT, ACU6 PIKES PEAK BOOTH 6,OUTLYING PARKING	PKL12	HVAC	Heating/Cooling Air Handling Units	1 TON	COLEMAN	50806628	8333E776	\$ 60,177
51258	022035	AIR CONDITIONING UNIT, AC1, SNOW TRAILER, TWR ROAD	PSS	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD	225A062125592-01	WA372-A15	\$ 75,128
51259	022036	AIR CONDITIONER, AC2, SNOW TRAILER, TWR ROAD	PSS	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD	225A06213860-02	WA372-A15	\$ 75,128
107583	022045	AIR CONDITIONING UNIT, ACU1, SOUTH HUT, COMMUNICATIONS	CHS	HVAC	Heating/Cooling Air Handling Units	5 TON				\$ 94,854
107443	004082	CONDENSOR 1, CARGO B UPS,QUEST TELEPHONE RM	CHS	HVAC	Heating/Cooling Air Handling Units	5 TON	GUARDIAN/ARI	WOC7550997	AC060X1322A	\$ 72,664
27428	22047	AIR CONDITIONING UNIT, ACU2, SOUTHEAST HUT, COMMUNICATIONS, 7034 N. POWHATON ROAD	CHS	HVAC	Heating/Cooling Air Handling Units	5 TON	SWR	G023140CM	AV60H-1-10CF	\$ 74,072
		ACCESS CONTROL PLAZA - Chiller (Abandoned in place, remove R-22 only)		HVAC	Heating/Cooling Air Handling Units					\$ 5,218
	004051	WORLD PORT - BLDG #12 (East)	WPA	HVAC	Heating/Cooling Air Handling Units	2.5 TON				\$ 95,856
51440	004055	ACU, CONDENSOR UNIT, WPA, EAST BLDG.	WPA	HVAC	Heating/Cooling Air Handling Units	8 TON	LIEBERT	0246N70893	PFC096A-AL3	\$ 128,185
		WORLD PORT - BLDG #11 (West)	WPA	HVAC	Heating/Cooling Air Handling Units	2.5 TON				\$ 94,725
25693	004054	WORLD PORT - BLDG #12 (East)	WPA	HVAC	Heating/Cooling Air Handling Units	2.5 TON	TRANE	Z304SD61H	YCC030F1MOBH	\$ 56,707
51257	004059	WORLD PORT - BLDG #12 (East) RTU-8	WPA	HVAC	Heating/Cooling Air Handling Units	2.5 TON	TRANE	YCCOZ3045D61H	YCCO30F1MOBH	\$ 56,707
		GATE #7 GUARD HOUSE (Friedrich)		HVAC	Heating/Cooling Air Handling Units	1 TON	FRIEDRICH			\$ 40,431
	023938	GT LOT BUILDING, GROUND MOUNTED AIR COOLED CHILLER		HVAC	Heating/Cooling Air Handling Units	20 TON	TRANE	J93H82290	CGADC20GAHA1GTA	\$ 127,864
										\$ 1,976,412



**Toll Plaza's**

Asset	Asset Tag	Description	Location	Functional Area	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
107466	005000	AIR CONDITIONING UNIT, ACU1, EAST TERMINAL MAIN&BOOTH1,CLOSE IN TOLL PLAZA	EC1	HVAC	Heating/Cooling Air Handling Units	3 TON	AMERISTAR	151610166M	M2AC3060A1000NA	\$ 53,885.71
107479	005001	AIR CONDITIONING UNIT, ACU1, EAST TERMINAL ECONOMY TOLL PLAZA,MAIN&BOOTH1	EE1	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	P325KJ8FF	TTA036C300A1	\$ 53,595.51
107484	004998	AIR CONDITIONING UNIT, ACU1, WEST TERMINAL MAIN&BOOTH1,CLOSE IN TOLL PLAZA	WC1	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	P331TESFF	TTA060D300AO	\$ 56,350.50
107498	004999	AIR CONDITIONING UNIT, ACU1 WEST TERMINAL MAIN&BOOTH1,ECONOMY TOLL PLAZA	WE1	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	P315MDMFF	TTA060D300AO1	\$ 56,476.62
52094	023947	AIR CONDITIONER UNIT, ACU 1, EC1, TOLL PLAZA	EC1	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	P324L5J1V	TWE060C15FDO	\$ 23,961.70
52095	023950	AIR CONDITIONING UNIT, ACU1, EE1, TOLL PLAZA, E.ECON	EE1	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	P325KJ8FF		\$ 21,556.77
52096	023944	AIR CONDITIONER UNIT, ACU 1, WE1, TOLL PLAZA	WE1	HVAC	Heating/Cooling Air Handling Units	3 TON	TRANE	P324KFG1V	TWE036C14FBO	\$ 21,424.34
52097	023941	AIR CONDITIONING UNIT, ACU 1, WC1, TOLL PLAZA	WC1	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	P323U521V	TWE060C15FDO	\$ 23,709.46
										\$ <b>310,961</b>

## South Campus

Asset	Asset Tag	Description	Location	Functional	Classification	Cooling Capacity	Manufacturer	Serial No.	Model No.	System Replacement Cost
107369	005016	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT B, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD	1250991340969-02	WA361-A15	\$ 47,468.76
107370	005019	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT A, 7126 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	INTER-THERM			\$ 93,096.58
107371	005008	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT A, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD MANUFACTURING	225HO62200452-02	WA372-AI5	\$ 74,218.17
107372	005013	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT A, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR			\$ 96,726.15
107373	005014	AIR CONDITIONING UNIT, ACU2, TRAILER UNIT A, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR			\$ 96,726.15
107374	005015	AIR CONDITIONING UNIT, ACU3, TRAILER UNIT A, 7128 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR			\$ 96,726.15
107376	016745	AIR HANDLING UNIT, AHU1, TRAILER UNIT B, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	6412KH71V	2TE63F60B1000AA	\$ 63,303.53
107378	005021	CONDENSING UNIT, CU1, TRAILER UNIT B, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	73456N72F	2TTB3060A1000AA	\$ 36,398.53
107379	016744	CONDENSING UNIT, CU1, TRAILER UNIT A, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	2 5 TON	GOODMAN MANUFACTURING	1061248998	G8C130301EE	\$ 71,731.57
107380	016746	AIR HANDLING UNIT, AHU1, TRAILER UNIT A, 7157 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	2 5 TON	GOODMAN MANUFACTURING	907086141	CAPF	\$ 71,731.57
107382	016747	AIR HANDLING UNIT, AHU1, TRAILER UNIT A, 7127 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	7442K7A1V	2TEC3F60B1000AA	\$ 89,273.07
107585	022046	AIR CONDITIONING UNIT, ACU1, SOUTH EAST HUT, COMMUNICATIONS,EAST	CSE	HVAC	Heating/Cooling Air Handling Units	5 TON	MARVAIR	G023143CM	AV60H-1-10CF	\$ 102,112.15
107837	005003	CONDENSOR 1, BUILDING MAINTENANCE SOUTH,TRANE, NORTH UNIT (carpenter building)	BMS	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	HO8235538	TTA060C300A0	\$ 74,635.30
107838	005002	CONDENSOR 2, BUILDING MAINTENANCE SOUTH,GOODMAN,SOUTH UNIT (carpenter building)	BMS	HVAC	Heating/Cooling Air Handling Units	5 TON	GOODMAN MANUFACTURING	903093234	GSC130603AC	\$ 74,366.23
24772	005018	CONDENSING UNIT, CU1, TRAILER UNIT A, 7127 N. UNDERGROVE ST, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	5 TON	TRANE	81627142F	2TTB3060A1000AA	\$ 74,366.23
24773	005012	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT C, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			\$ 93,096.58
24774	005031	AIR CONDITIONING UNIT, ACU1, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			\$ 93,096.58
24775	005032	AIR CONDITIONING UNIT, ACU2, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR		AVP36ACA10M-2000BI06853	\$ 92,998.11
24776	005033	AIR CONDITIONING UNIT, ACU3, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR	HF3648	AVP36ACA10M-200BI06853	\$ 92,998.11
24777	005017	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT B, 7120 N. UNDERGROVE ST, SOUTH CAMPUS/SURVEY TRAILER	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD MANUFACTURING	225K062237801-AA	WA372-A15	\$ 47,468.76
24778	005009	AIR CONDITIONING UNIT, ACU2, TRAILER UNIT A, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD MANUFACTURING	225H062200459-02	WA372-AI5	\$ 47,468.76
24779	005034	AIR CONDITIONING UNIT, ACU4, SNOW TRAILER, SOUTH CAMPUS	LST	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR		AVP36ACA10M-200BI06853	\$ 92,998.11
24780	005010	AIR CONDITIONING UNIT, ACU1, TRAILER UNIT B, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			\$ 93,096.58
24781	005028	AIR CONDITIONING UNIT, ACU1, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	2 5 TON	MARVAIR	5967	AVP30ACA-10MO K92B1	\$ 92,906.43
24782	005022	AIR CONDITIONING UNIT, ACU1, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	153N971178648-02	WA602-AOO	\$ 50,720.49
24783	005023	AIR CONDITIONING UNIT, ACU2, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	1539991202360-02	WA602-A00XX4XX	\$ 50,720.49
24784	005024	AIR CONDITIONING UNIT, ACU3, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	1513J971136780-02	WA602-AOO	\$ 56,436.41
24785	005025	AIR CONDITIONING UNIT, ACU4, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	153N971178652	WA602-A00XX4XX	\$ 56,436.41
24786	005026	AIR CONDITIONING UNIT, ACU5, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	153P071103044-02	WA602-AOO	\$ 56,436.41
24787	005027	AIR CONDITIONING UNIT, ACU6, ELECTRIC TRAILER, SOUTH CAMPUS	EST	HVAC	Heating/Cooling Air Handling Units	5 TON	BARD MANUFACTURING	153A001103479-02	WA602-A00XX4XX	\$ 56,436.41
24788	005011	AIR CONDITIONING UNIT, ACU2, TRAILER UNIT B, 7155 N. TRUSSVILLE, SOUTH CAMPUS	MCS	HVAC	Heating/Cooling Air Handling Units	3 TON	MARVAIR			\$ 94,406.44
35312	009746	AIR CONDITIONING UNIT, AC1, 7146 N. ROBERTSDALE, CORNER OF ROBERTDALE AND 71ST	CTR	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD MANUFACTURING			\$ 53,184.68
52031	023916	AIR CONDITIONING UNIT, ACU, SOC, HSS TRAILER	SOC	HVAC	Heating/Cooling Air Handling Units	3 TON	BARD MANUFACTURING	225F062184563-01	WA372-A15XX4	\$ 53,184.68
52087	005029	AIR CONDITIONING UNIT, ACU2, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	2 5 TON	MARVAIR	6176	AVP30ACA-10MO M92B1	\$ 92,906.43
52088	005030	AIR CONDITIONING UNIT, ACU3, CDL TRAILER, SOUTH CAMPUS	CDL	HVAC	Heating/Cooling Air Handling Units	2 5 TON	MARVAIR	6258	AVP30ACA-10MO M92B1	\$ 92,906.43
										\$ 2,622,783