

DESIGN-BUILD CONTRACT

THIS DESIGN-BUILD CONTRACT (“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 **PCL CONSTRUCTION SERVICES, INC.**, a Colorado corporation and authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

RECITALS

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City and the Transportation Security Administration (“**TSA**”) have entered into Other Transaction Agreements (“**OTA**”) in which TSA has agreed to pay DEN for certain costs associated with designing, procuring and installing updated baggage scanning equipment required by TSA; and

WHEREAS, the City has specified in the Request for Proposals certain other additional work to be accomplished during the design and construction associated with the equipment covered in the OTA along with certain proposed work that may be included in the work to be performed pursuant to this agreement at the City’s sole option; and

WHEREAS, some of the optional work may be paid for in whole or in part through funds received from the Federal Aviation Administration (“**FAA**”); and

WHEREAS, the City intends to undertake the Work pursuant to his Contract and the associated Request for Proposals (the “**Project**”) at DEN pursuant to a Design-Build Contract; and

WHEREAS, the City, has undertaken a complete proposal selection process including the public advertisement of the Request for Proposals to solicit and receive proposals for the design and construction of the Project pursuant to the City’s and the FAA’s procurement processes; and

WHEREAS, proposals in response to said advertisement were received by the Chief Executive Officer of DEN (the “**CEO**”) and, after review by the City and assessment of the proposals to identify a responsible proposer whose proposal presents the most advantageous proposal to the city, recommended that an agreement be made and entered into with Contractor, which was the best qualified proposer; and

WHEREAS, Contractor is qualified, willing, and able to perform the work in accordance with this Contract and has the present capacity to perform the Work specified herein; 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 Contract, the Parties agree as follows:

I. PROJECT SUMMARY

A. The Project is generally described as the design and construction services needed for the partial replacement of the DEN baggage system, which includes, but is not limited to, replacement of end-of-life equipment, components, and controls, installing scanning equipment required by TSA and connecting conveyers and systems chosen by DEN, and the possibility of additional work related to the baggage system's hardware and controls based upon funding and other considerations to be determined in the City's sole discretion. This Contract may be supported by multiple sources of Federal funds and Contractor will be required to account for expenditures separately for Task Orders funded by Federal funds. The recapitalization of TSA's existing baggage screening machines has been approved through an OTA, which will fund certain portions of the Work. The Scope Options, as defined below, include four potential baggage handling system terminal projects for which DEN has sought grant funding under the Federal Aviation Administration's (FAA) Notice of Funding Opportunity for the Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information Submittal. This Contract and Contractor's performance is subject to all Federal laws and regulations applicable to Federally-funded work. The specific work to be performed is set forth in this Contract, including documents to be issued in the future, such as Task Orders, plans, and specifications.

B. Contractor shall provide all required professional design services to prepare and obtain approval of all design documents, including technical specifications and contract drawings, as required to complete the Project within the City's overall schedule and budget.

C. Contractor shall provide all preconstruction and construction services required to complete construction of the Project pursuant to this Contract. Construction Services shall be performed by a general contractor licensed in the City and County of Denver and subcontractors and suppliers selected and paid by Contractor.

II. CONTRACT DOCUMENTS

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

- Contract
- Notice to Proceed
- Form of Final Receipt
- Building Information Modeling ("**BIM**") if applicable
- Change Directives
- Change Orders
- Task 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 Scope of Work
- Exhibit J Technical Specifications (incorporated by reference and as amended)
- Exhibit K Contract Drawings (incorporated by reference and as amended)
- Exhibit L Request for Proposals (including addenda)
- Exhibit M Contractor’s Response to Request for Proposals
- Exhibit N Contractor’s DBE EDI Plan

In the event of an irreconcilable conflict between a provision of Article I through XXXVII 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. Change Directives
3. Change Orders
4. Task Orders
5. Contract
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 Scope of Work
12. Exhibit J Technical Specifications
13. Exhibit K Contract Drawings
14. Exhibit N Contractor’s DBE EDI Plan
15. Exhibit L Request for Proposals
16. Exhibit M Contractor’s Response and Forms
17. Exhibit G Performance Bond
18. Exhibit H Payment Bond
19. Notice(s) to Proceed
20. Form of Final Receipt
21. Building Information Modeling (“**BIM**”) if applicable

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

Numerous exhibits or attachments, including the Technical Specifications and Contract Drawings, will be completed or finalized after execution of this Contract and are incorporated by

reference as specified above as if they were attached to this Contract at execution. The incorporation of such exhibits or attachments into this Contract shall be memorialized in one or more Change Orders or may be specified in a Task Order. To the extent these new versions supersede or conflict with older versions, the newer versions shall control and be considered the incorporated exhibit. Contractor shall identify discrepancies in the documents and shall bring them to the City's attention with a proposed resolution.

III. LINE OF AUTHORITY

The CEO, or his/her designee or successor in function, authorizes and directs all work performed under this Contract. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Senior Vice President - Special Projects (the "SVP" or "SVP-SP"). The SVP will designate a Project Manager to coordinate activities under this Contract. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager's directions.

IV. SCOPE OF WORK, PROJECT DESCRIPTION AND TASK ORDERS

A. Scope of Work. The Contractor shall furnish all design, preconstruction and construction administration services, management, supervision and coordination; and all construction services, including management, supervision, quality assurance/control, coordination, labor, tools, supplies, equipment, materials and everything necessary and required for the design, construction and installation of the Work described in the Contract (the "Work") in accordance with the terms and conditions set forth in Contract, including **Exhibit I** ("Scope of Work"), the plans and specifications, and the Task Orders.

B. Program Development and Design Services. Contractor will provide all professional services required to complete the design of the Project, obtain the City's review and acceptance of the design, and obtain all required permits and other approvals, including all architectural, engineering, geotechnical, and any other design work necessary to accomplish the Project. Contractor's work shall comply with **Exhibit I** and all other requirements even if not shown or detailed in initial or other Contract Drawings and Technical Specifications provided to Contractor. The Contract Drawings and Technical Specifications also must comply with all applicable laws, rules, regulations, Executive Order 123, and DEN standards, including the Design Standards Manual.

C. Construction. Contractor will be the Construction Manager and General Contractor for the Work and will assume all responsibility for the performance of the Work in accordance with the Contract, including the plans, specifications, budgets and pricing, and schedule. Contractor agrees that failing to complete the Work in accordance with the terms set forth in the Contract will be considered a breach and may result in liquidated damages and the potential termination of this Contract.

D. Project Administration. Contractor shall facilitate coordination, communication and cooperation regarding its performance, including with the City, the City's other consultants, and any other relevant entities or stakeholders. Contractor shall be responsible for taking accurate

and comprehensive minutes of meetings regarding the Project. These minutes shall be in a format approved by the Project Manager and shall be issued to all attendees and those others designated by the City, within three business days after the meeting. Contractors shall deliver a monthly status report to the City describing the progress of the Project, including the status of design and/or construction, the status of the schedule and potential risks or issues, the status of the budget and potential risks or issues, and all assumptions, clarifications, exclusions, or value engineering issues. Contractor shall document the Cost of the Work as compared to the relevant Task Order GMP and shall report this information to the City at least monthly, including identifying separately by line item, any estimated costs of the Work not yet procured.

E. Task Orders. The Work may be performed in phases or parts designated in one or more task orders issued by the City under this Contract (“**Task Order(s)**”) and agreed to by Contractor. The terms of each Task Order may include but are not limited to specific scope of work, applicable plans and specifications, schedule, relevant deadlines, relevant milestones and associated Liquidated Damages, requirements for procuring subcontracted work, the Cost of the Work, and the applicable Task Order Guaranteed Maximum Price (“**Task Order GMP**”) for the Task Order. Contractor agrees to satisfactorily perform and complete all work described in each Task Order within the time and other requirements set forth in the Task Order and for the amount set forth as the Task Order GMP. The sum of the Task Order GMPs for all the Task Orders issued under this Contract may not exceed the Maximum Contract Amount.

F. Optional Work. Exhibit I contains certain individual scopes of work which may be performed by the Contractor at the sole option of the City (“**Scope Options**”). If the City elects to have Contractor perform any one or more of these Scope Options, such work shall be further specified in one or more Task Orders. Contractor is not entitled to or guaranteed any work pursuant to this Contract, including but not limited to the Scope Options. Scope Options are contingent, among other things, on the City having funding available for the work, including the receipt of Federal funding.

G. Task Order Completion. The City will make periodic payment as provided in this Contract, including General Condition 902, unless a different method of payment is specified in the relevant Task Order. Upon Substantial Completion of all Work performed under each Task Order, final close-out for that Task Order shall be made in accordance with the terms and conditions of Title 20 of the General Contract Conditions, as modified in the Special Conditions and unless otherwise specified in the Task Order.

H. Liquidated Damages. Each Task Order shall contain applicable and relevant milestones and Liquidated Damages for failure to achieve Substantial Completion of any milestone for which Liquidated Damages is specified. Each Task Order shall contain a Substantial Completion date for completion of all work pursuant to the Task Order with associated Liquidated Damages (except for Task Orders containing only Contractors OH). The City may set specific milestones and Liquidated Damages in its request for a Task Order proposal which shall become part of the Task Order and compliance with which shall be considered by Contractor in its proposal and performance of the Task Order. If the parties cannot agree on the relevant milestones, milestone dates and applicable liquidated damages, the City shall set them and Contractor shall

have an opportunity to review and modify its Task Order proposal, which may be reviewed and negotiated pursuant to the Task Order execution process.

V. REPRESENTATIONS AND WARRANTIES

Contractor expressly warrants and represents the following:

A. Contractor has been fully informed of and has thoroughly reviewed the objectives of the Project, any technical specifications and contract drawings created at the time of the Request for Proposals, the Scope of Work and all of the other Contract Documents, the City's general schedule and budget constraints, and all of the other Work required by Contractor set forth in this Contract. Contractor is ready, willing, and able to perform the Work required by this Contract, including within City's time and budget constraints. The City will rely on the Contractor's advice regarding the design, time, and budget and will understand the Contractor's silence to constitute its representation that any proposal or design not objected-to can be constructed within the City's time and budget constraints. k

B. Contractor is familiar with the requirements for working at DEN and the location(s) of the Project, including the general physical site(s) of the work, access issues and restrictions, security and badging requirements, and other limitations and restrictions for working at DEN. City has provided geotechnical data but such data does not replace Contractor's obligation to perform its own Site inspection and any geotechnical investigation required to design and construct the Project.

C. Contractor accepts the relationship of trust and confidence established in this Contract. Contractor agrees to use Contractor's reasonable skills, efforts, and judgments in furthering the interests of the City regarding the Project. Contractor has an adequate supply of qualified and competent workers, and materials, to perform the work in the best, most expeditious, and most economical manner.

VI. PROFESSIONAL SERVICES STANDARD OF CARE AND PERFORMANCE

A. Contractor shall faithfully perform all services required by 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 will be required to create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the Work (collectively hereinafter referred to as the "**Design Deliverables**").

C. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, notices to proceed, and memoranda of policy furnished to it by the City.

D. If required by the City, Contractor shall develop Design Deliverables using Building Information Modeling ("**BIM**") as set forth in the Design Standards

Manual, which is incorporated herein by reference. Contractor will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-Contractors.

E. In performing all work under this Contract, Contractor shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Contractor’s sub-contractors, the City, the City’s consultants, related suppliers and subcontractors of any tier, and, at the City’s request, other adjacent projects at DEN.

F. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor contracts to perform any portion of the work under this Contract.

VII. TERM OF CONTRACT

A. **Term.** The Term of this Contract shall commence on the Effective Date and shall terminate five (5) years from the Effective Date unless terminated earlier in accordance with the Contract (the “**Term**”).

B. Contractor agrees to begin the performance of the Work under each Task Order required within ten (10) days after receiving a notice to proceed (“**Task Order Notice to Proceed**”) from the SVP and agrees to complete the Work in accordance with the Contract Documents within the time frame established for each Task Order, and as further provided in this Contract. Contractor is not authorized to commence any Work prior to its receipt of a Task Order Notice to Proceed.

C. If, at the expiration of the Term, there remains any outstanding Work to be completed under a validly issued Task Order, the SVP, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of this Contract.

VIII. MAXIMUM CONTRACT AMOUNT AND TASK ORDER GMP

A. The City agrees to pay Contractor for the performance and completion of all of the Work required in this Contract, and Contractor agrees to accept this as its full and only compensation for its performance no more than **Five Hundred Million Dollars and Zero Cents (\$500,000,000.00)** (the “**Maximum Contract Amount**”), as adjusted by duly authorized Change Orders in accordance with this Contract. Contractor’s performance shall not subject the City to any cost, charge, or fee not specified in this Contract.

B. Each Task Order shall contain a maximum amount due and payable to the Contractor for the scope of work defined in the Task Order, the “**Task Order Guaranteed Maximum Price**” or “**Task Order GMP**” for that Task Order. Each Task Order GMP shall be calculated so that it includes all charges for the Cost of the Work, plus Contractor’s OH plus Contractor’s Fee, all as defined below. The Task Order GMP also shall include any Allowances, Contractor’s Contingency and Owner’s Contingency. At the close out of each Task Order, the final payment to Contractor for all work performed under the Task Order shall be the Task Order GMP less any unspent Allowances, Contractor’s Contingency and Owner’s Contingency. In the event any Change Orders increase or decrease the value of the Work pursuant to the Task Order the

included Contractor's OH and Contractor's Fee shall be increased or decreased accordingly, and any increase shall be no more than the percentage of Contractors OH and/or Contractor's Fee actually charged for the original Task Order work.

C. Allowances. Each Task Order GMP may include allowances applicable to the Work.

1. Materials and equipment under an allowance shall be selected promptly by the City to avoid delay in the Work.

2. Allowances shall cover the cost to Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.

3. Contractor's costs for unloading and handling at the Project site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However, Contractor's home office overhead and profit for all allowance items are included in Contractor's overhead and general conditions and Fee and are not in the allowance.

4. Overruns in an allowance because of the City's selections will first come from Owner's Contingency, if any, and if insufficient Owner's Contingency remains, the Contract shall be adjusted accordingly by Change Order. The amounts of the Change Orders shall reflect the difference between actual costs and the allowances. If actual costs exceed allowances, the Change Order shall include any applicable Contractor overhead and Fee associated with the increased actual costs in accordance with allowable Contractor Fee under this Contract.

5. Underruns in an allowance shall be returned to the City through reduction in the Cost of the Work, with applicable reductions in Contractor's overhead and Fee documented in a Change Order.

D. Cost of the Work. The term "Cost of the Work" shall consist of costs necessarily incurred in the proper performance of the professional services, including design and construction management work, and the construction Work, which shall be paid by the City to Contractor. Cost of the Work shall not include any Contractor's OH or Fee. Any allowable Contractor mark-up is included in Contractor's Fee. Cost of the Work shall consist of the following Contractor-incurred items set forth below:

1. Design and Preconstruction Costs. The costs incurred by Contractor based on a fixed price for the Work, approved hourly rates for Contractor's personnel on an actual hours worked basis plus any reimbursable expenses, or another basis specified in the Task Order, and including no multiplier or markup for overhead and profit.

2. Construction Labor. The actual cost of wages paid for field and office workers engaged in the performance of the Work at the Contractor's office or the Site or with the City's agreement at other offsite locations such as workshops. Wages and fringe benefits shall be paid at the applicable minimum rates established by the City pursuant to

D.R.M.C. § 20-76 (“**Prevailing Wage Ordinance**”) and as further provided in this Contract. In the event the prevailing wage rates are increased as provided in this Contract and the Prevailing Wage Ordinance, these increases shall also be included as a Cost of the Work. These Labor costs shall include costs for payroll taxes, insurance, contributions, assessments, and fringe benefits such as sick leave, medical and health benefits, disability insurance, holidays, vacation, pension, and 401K or other retirement contributions provided such costs are based on wages and salaries included in the Cost of the Work. The initial Prevailing Wage Rate Schedule is attached as **Exhibit D**. Costs for materials and equipment shall be itemized separately and shall not be included in Direct Costs – Labor.

3. Material and Equipment. The actual costs, including transportation and storage and any sales and use taxes, paid by Contractor for all materials, supplies and equipment incorporated in the Work, including deposits when incurred and including the costs of transportation thereof. The City has the right to confirm the costs submitted do not exceed the Fair Market Value of such equipment and to pay only the Fair Market Value if the submitted costs exceed this amount.

4. Facility and Equipment Charges. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the Contractor whether rented from the Contractor or others, and the costs of transportation, installation, minor repairs and parts, replacements, dismantling or removal, and sales and use taxes. Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If Contractor and the City cannot agree on the salvage value of the above items, then they shall remain the property of the City and Contractor shall give no credit to the Cost of the Work. Contractor may institute a voluntary recycling program.

5. Subcontractors. Actual cost of payments properly made by Contractor to Subcontractors and Suppliers under subcontracts for performance of portions of the Work including insurance required by this Contract and bond premiums incurred.

6. Professional Services. Actual cost of payments made for architects, engineers and other consultants providing services to Contractor reasonably required to perform the Work, unless such services are to be provided to the Owner by the Owner’s separate consultants.

7. Bonds and Insurance. The cost of the premiums for all bonds and insurance that Contractor is required by the City to procure outside of the ROCIP program and attributable to the Project.

8. The actual costs paid for sales and use taxes imposed by a governmental authority and related to the scope of work.

9. The actual costs of costs, fees or assessments for mock-ups, permits, licenses, testing commissioning costs, inspections and approvals, when required to be paid or performed by the Contractor.

10. Actual costs of software purchased or licensed, internet service, reproductions, postage and express delivery charges, and reasonable petty cash expenses of the site office used in connection with the Work.

11. Actual cost of removal of all debris and recyclable materials from the Site, with a reduction in cost or credit for all payments received for recyclable materials, less the cost of hauling, unless otherwise provided in a Task Order.

12. Actual costs paid for mobilization, demobilization, rental, or other costs incurred for temporary construction including scaffolding, lifts, platforms, handrails, hold covers, fire extinguishers, toilets, dumpsters, laser scanning and VDCE equipment, surveying equipment, field office costs, temporary security and fire watch, temporary winterization, snow removal, cleanup and traffic control costs required to complete the Work.

13. Actual costs for temporary and permanent power as required.

14. Costs incurred due to any emergency affecting the safety of persons and property and related to the Work unless otherwise covered by insurance or reimbursable from a subcontractor or supplier, or unless such costs are due to the fault or negligence of Contractor or a subcontractor or Supplier of any tier.

E. Costs Not To Be Paid. Cost of the Work shall not include expenditures made for any of the following:

1. Salary and benefits of any of Contractor's officers, owners or members.
2. Salary and benefits of Contractor's employees not working on the Project.
3. Overhead, profit, and general expenses of any kind except as otherwise provided in this Contract.
4. Contract's capital expenses, including interest on capital employed for the work.
5. Expenses of Contractor's principal office and offices, other than a Site office.
6. Costs incurred by Contractor in situations where such costs may be covered by insurance or recoverable from a subcontractor or supplier, if Contractor failed to use its best efforts to obtain such insurance proceeds or recovery from the responsible subcontractor(s) or supplier(s).

7. Costs of insurance deductibles or charge backs related to insurance claims, whether under the ROCIP or Contractor's separate policies.

8. Costs of repairing, reworking, re-performing and/or retesting non-conforming or defective Work and/or any damage caused by such Work due to the Contractor and/or its subcontractors and suppliers.

9. Fines, penalties, or other similar impositions assessed or imposed by any governmental body or other authority arising from the acts or omissions of Contractor and/or its subcontractors and suppliers. Liquidated or actual damages imposed by the City for failure of the Contractor to comply with this Contract.

10. Costs related to Contractor's or any of its subcontractors' or suppliers' indemnification obligations under this or any other contract.

11. Expenses incurred for relocation and temporary living expenses of personnel required for the Work, or when such relocation is for the convenience of Contractor.

12. Any cost that would cause the Maximum Contract Amount to be exceeded.

13. Any costs not included in the Cost of Work definition in Article VIII Section D above and not authorized in advance by the City.

F. Contractor's OH. Contractor's general overhead and general conditions expenses for the Project (the "**Contractor's OH**") shall be paid to Contractor at a rate not to exceed Twelve Percent (12%) of the Cost of the Work. Contractor's OH shall be included in the Total Compensation paid to Contractor. The Contractor's OH shall be calculated based on the time and effort required of Contractor to manage the specified work, taking into account efficiencies gained because two or more Task Orders are being performed concurrently. In the alternative, the City and Contractor may execute one or more Task Orders providing for Contractor's OH to cover a specific period of time rather than specific work. Notwithstanding the other terms of this Contract, the maximum fee percentage permitted by this paragraph shall not be increased by Change Order or Task Order.

G. Contractor's Fee. The Contractor's fee (the "**Fee**") to be paid to Contractor shall be a flat fee agreed to by the Parties and set forth in each Task Order. The Contractor's Fee is the amount payable to Contractor for profit and indirect overhead costs. The Contractor's Fee shall not exceed Seven Percent (7%) of the Cost of the Work as specified in the initial Task Order GMP. Notwithstanding the other terms of this Contract, the maximum fee percentage permitted by this paragraph shall not be increased by Change Order or Task Order.

H. Use of Contingency and Allowances is Cost of the Work. An expenditure of Owner's Contingency shall be included as part of the Cost of the Work and shall not be calculated separately or subject to separate Contractor's OH or Fee amounts. Any Allowances actually spent within the definition of the Cost of the Work shall be included as a Cost of the Work and shall not be calculated separately or subject to separate Contractor's OH or Fee amounts. At the completion

of each Task Order Project, the City will issue a Change Order deducting from the **Task Order GMP** any funds unspent from any Allowances, Contractor's Contingency, and Owner's Contingency.

IX. CONTINGENCY.

A. Contractor's Contingency. The Maximum Contract Amount includes funds which may be allocated by the Contractor as a Contractor's Contingency through a duly approved Change Order ("**Contractor's Contingency**").

1. Contractor's Contingency Accounting. During the course of the Work, some budget line items may exceed the estimated amounts and others may cost less than the amounts specified in a Task Order. Contractor may allocate Contractor's Contingency to budget overruns which are properly reimbursable as Cost of the Work, but not the basis for a Change Order, such as when the Work is unclear, incomplete or conflicting, additional resources are necessary to recover lost time to maintain the schedule, or delays caused by market conditions, labor disputes, abnormal weather or other similar costs if the delay is not the result of intentional or grossly negligent acts or the costs thereof are not recoverable from a subcontractor or third-party. These costs also may include, without limitation the costs to correct defective, nonconforming or damaged work unless such defective work is covered by insurance or is the result of intentional or grossly negligent acts and costs, including legal fees, for contractual disputes, with parties other than the City.

2. Notice. So the Parties can arrive at the most economical and schedule-sensitive solution, Contractor shall notify the City a minimum of five (5) business days prior to allocating Contractor's Contingency. If after waiting five (5) business days and seeking consultation from the City, Contractor may proceed with allocating Contractor's Contingency without authorization from the City. Contractor takes responsibility for ensuring all Contractor's Contingency use is allowable under the terms this Contract and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.

B. City's Contingency. The Maximum Contract Amount includes funds for the City's sole use as the "**City's Contingency.**" The City's Contingency will be used at the sole discretion and approval of the City for items such as changes to the Scope of Work that are initiated and requested by the City, unforeseen conditions, and for overruns in allowances due to choices made by the City related to the allowance. The City's Contingency shall not be used for any other purpose other than changes initiated by the City. Any unused portion of the City's Contingency shall be returned to the City upon completion and/or expiration of this Contract.

X. PERSONNEL ASSIGNMENTS

A. Key Personnel. Contractor and its subcontractors performing professional services including design and engineering services and construction management shall assign all key personnel identified in this Contract to perform work under this Contract ("**Key Personnel**") unless otherwise approved in writing by the SVP or their authorized representative. In the event

that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

B. Removal of Personnel. If, during the Term of this Contract, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Consultant or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Contract, the Project Manager shall notify Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable. With regard to removal because the conduct of Contractor's Personnel, whether Key Personnel or not, General Conditions 312 shall apply.

XI. VERIFIED STATEMENTS 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.

XII. 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 Section 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.

XIII. DEFENSE AND INDEMNIFICATION

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

B. Contractor's duty to defend and indemnify City 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 XI. 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 Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

XIV. 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.

XV. LIQUIDATED DAMAGES GENERALLY.

If Contractor fails to achieve Substantial Completion of any Work as specified in a Task Order as being subject to Liquidated Damages, 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 time set forth in each relevant Task Order will be established pursuant to this Contract. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. NO DISCRIMINATION IN EMPLOYMENT

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

XXIV. COORDINATION OF SERVICES

Contractor agrees to perform its Work under this Contract in accordance with the operational requirements of DEN, TSA, and FAA 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. Contractor shall perform the following coordination efforts:

A. Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's commitment to quality, efficiency, value, innovation, partnering,

responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.

B. Contractor shall throughout the Term of this Contract facilitate coordination, communication, and cooperation regarding its performance hereunder between the City, DEN, and other City consultants and any affiliated entities. In addition, Contractor shall coordinate its efforts under this Contract with all involved governmental and regulatory entities.

C. Contractor shall be responsible for taking accurate and comprehensive minutes at all construction meetings attended by Contractor regarding the Project. Those minutes shall be prepared in a format approved by the Project Manager and issued to all attendees, as well as those other parties designated by the City, no later than three working days after the meeting. Unless approved in advance in writing by the Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

D. Contractor shall use its best efforts and take all necessary precautions to protect and prevent damage and/or disruption to all City facilities and equipment, and shall coordinate all ingress and egress requirements with appropriate persons and agencies

XXV. COMPLIANCE WITH ALL LAWS AND REGULATIONS.

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

B. Contractor shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards.

XXVI. PROMPT PAYMENT

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

B. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by Contractor. The City may, at the discretion

of the SVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the SVP. However, no deductions shall be made from Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

C. Prompt Pay of DBE Subcontractors. Contractor shall pay DBE subcontractors in accordance with the provisions of this Contract, including Section A12 of **Exhibit A**.

XXVII. 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.

XXVIII. 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 XI.

XXIX. EXAMINATION OF RECORDS AND AUDITS

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

B. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or 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.

D. Review of Subcontracts and Subcontractors. Contractor shall provide the City with an executed copy of any subcontracts (including contracts with suppliers, materialmen or other vendors) including Change Orders or other documentation regarding scope and type of work entered into by Contractor in furtherance of the Work if specifically requested by the City. The City may audit the Subcontractor's books and records for the purpose of determining compliance

with progress payments, invoicing, and conformance with the Contract Documents and City, State or Federal law and regulations.

XXX. 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. Initial rates are contained in **Exhibit D**.

Date bid or proposal issuance was advertised **April 22, 2022**.

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.

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.

XXXI. 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.

XXXII. COMPLIANCE WITH DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. Department of Transportation (DOT), 49 C.F.R. Part 26 (“Part 26”) applies to this Project and will be incorporated into any contract entered into by the City and contained in the City and County of Denver Bid Documents. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate as further provided in Exhibit A.. Consequently, Contractor must fully comply with the DBE requirements of Part 26 in bidding and performing hereunder.

B. Part 26 provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO). As such, each bidder must comply with the terms and conditions of the Part 26 in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder’s failure to comply with Part 26, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid non-responsive and may constitute cause for rejection.

C. In accordance with the requirements of the Part 26, the Contractor is committed to, at a minimum, meet the participation goal of nine percent (9%) established for this Project utilizing properly certified DBE subcontractors and suppliers.

D. In addition to DBE requirements, Contractor shall develop, receive approval from the City, and comply with an DBE Equity, Diversity and Inclusiveness Plan (“**DBE EDI Plan**”) as provided in the Request for Proposals. The initial approved DBE EDI Plan is attached as **Exhibit N** and may be amended by mutual agreement of the Parties, in writing, without further amendment to this Contract.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

B. 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.

C. 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.

D. 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.

E. 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.

XXXVI. 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.

XXXVII. 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.

Contract Control Number: PLANE-202262907-00
Contractor Name: PCL Construction Services, 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

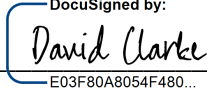
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202262907-00
PCL Construction Services, Inc.

By:  8/16/2022
E03F80A8054F480...

Name: David Clarke
(please print)

Title: Assistant Secretary
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A
FEDERAL CONSTRUCTION CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.3 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: *See the Disadvantaged Business Enterprise provision contained in the contract.*

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole

purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

1. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
2. As used in this notice and in the contract resulting from this solicitation, the "covered area" is City and County of Denver, Colorado.

A3 BREACH OF CONTRACT TERMS

A3.3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.3.1 BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (☐) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

_____ Date

_____ Signature

_____ Company Name

_____ Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (☐) or the letter “X”.

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A5 CIVIL RIGHTS – GENERAL

A5.3.1 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

The **City and County of Denver** 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, 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.

A6.4.1 Title VI Clauses for 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.

A6.4.5 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).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.3 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.3 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND “ANTI-KICKBACK” ACT

A9.3 COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.3 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof,

regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security

numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
 - (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
 - (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (ii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the

provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

A11.3.1 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.3.3 PRIME CONTRACTS (PROJECTS COVERED BY A DBE PROGRAM) DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 35 days from the receipt of each payment the prime contractor receives from the City and County of Denver. The prime contractor agrees further to return retainage payments to each subcontractor within 35 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City and County of Denver. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING WHEN DRIVING

A13.3 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.3 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

A16.3.1 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it 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) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor 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 canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities

or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment

needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246. 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.3 CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

A19.3 PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or

national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. 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.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.3 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

A22.3 RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

A23.3 PROFESSIONAL SERVICE AGREEMENTS FOR DESIGN

SEISMIC SAFETY

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23.3.2 CONSTRUCTION CONTRACTS

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.3 CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a

checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions-

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

A25.3.1 TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

A25.3.2 TERMINATION FOR DEFAULT

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

A26 TRADE RESTRICTION CERTIFICATION

A26.3 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror (Contractor) certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner (the City and County of Denver) if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

A27.3 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

EXHIBIT B

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

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

/s/ _____
Manager of Public Works

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

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

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I
DEFINITIONS

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

RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

1. APPENDIX E:

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

2. APPENDIX F:

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

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

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

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

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

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

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

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

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

NOTICE

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

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

EULOIS CLECKLEY
Manager of Public Works
City and County of Denver

A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE

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

GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE

From January 1, 1982
to 6.9%
Until Further Notice

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

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

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

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

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

3. NON-DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

A. Contractors Subject to these Bid Conditions:

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

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

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

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

B. Obligations Applicable to Contractors:

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

C. General Requirements

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

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

EXHIBIT C

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

NOTICE OF CHANGE TO ROCIP: DEN reserves the right to terminate or modify the DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice in accordance with the terms and conditions of this Agreement.

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 ROCIP Insurance Manual Section 4. 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. These manuals are part of the Contract Documents.

[ROCIP Insurance Manual](#)

[ROCIP Safety Manual](#)

[ROCIP Claims Guide](#)

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

Contractor and subcontractors of any tier shall require all Ineligible Parties, as defined in ROCIP Insurance Manual Section 4 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) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.

- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

2.3 Coverage and Limits

2.3.1 Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual aggregate must be maintained.

- 2.3.1.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- 2.3.1.2 Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2.3.2 Business Automobile Liability

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

- 2.3.2.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- 2.3.2.3 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- 2.3.2.4 If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that one or both of the following coverages are maintained as appropriate: (i) Personal Automobile Liability including a Business Use Endorsement by the vehicle owner and (ii) Non-Owned Auto Liability by the Contractor.
- 2.3.2.5 If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is 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 Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

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 Cyber Liability

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

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 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.

2.3.7.1 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.

2.3.8 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:

- 2.3.8.1 Express written permission must be granted by DEN.
- 2.3.8.2 Express written permission must be granted by the Federal Aviation Administration (FAA).
- 2.3.8.3 Drone equipment must be properly registered with the FAA.
- 2.3.8.4 Drone operator(s) must be properly licensed by the FAA.
- 2.3.8.5 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.

2.3.9 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, if required), 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 (excluding Professional Liability, if required), 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.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

- 2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
- 2.7.4 In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

2.8 Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

2.9 Additional Provisions

- 2.9.1 Deductibles or any type of retention are the sole responsibility of the Contractor.
- 2.9.2 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.
- 2.9.3 Coverage required may not contain an exclusion related to operations on airport premises.
- 2.9.4 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 2.9.5 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.

- 2.9.6 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.
 - 2.9.7 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
 - 2.9.8 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 an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
 - 2.9.9 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.
 - 2.9.10 Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements 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.
 - 2.9.11 The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.
 - 2.9.12 No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
 - 2.9.13 Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
 - 2.9.14 Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.
- 2.10 Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by 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 Ineligible Parties (as defined in ROCIP Insurance Manual Section 4). 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 ROCIP Insurance Manual Section 4.6 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)	\$20,000,000
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)	\$20,000,000
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 \$200,000,000 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. General 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 Marsh USA, Inc.
111 SW Columbia, Ste 500
Portland, OR 97201

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

3.9.3 Other Insurance Requirements

Enrolled Contractors shall adhere to the same minimum insurance requirements as stated in Section 2 of this exhibit, with the following exceptions:

- Commercial General Liability coverage requirement is Off Site Only

- Workers' Compensation and Employer's Liability coverage requirement is Off Site Only
- Contractor's Pollution Legal Liability is not required

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.

Ineligible/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 General 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 General 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.

- Scaffolding contractors (erecting and dismantling scopes of work 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 including companies providing supplemental services
- 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

- Temporary labor employees (individuals working directly for the Contractor and not procured through a third party such as a Professional Employer Organization)

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

Prevailing Wage Schedules



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220020
Superseded General Decision No. CO20210020
Modification No. 3
Publication Date: 02/25/2022
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20220020 02/25/2022

Superseded General Decision Number: CO20210020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022

ASBE0028-002 07/01/2019

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

CARP0055-002 11/01/2019

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

CARP1607-001 06/01/2020

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

ELEC0068-012 06/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 39.75	17.27

ELEV0025-001 01/01/2022

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

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

ENGI0009-017 05/01/2021

	Rates	Fringes
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POWER EQUIPMENT OPERATOR
(Crane)

141 tons and over.....	\$ 35.17	12.35
50 tons and under.....	\$ 31.70	12.35
51 to 90 tons.....	\$ 31.97	12.35
91 to 140 tons.....	\$ 33.05	12.35

IRON0024-009 12/01/2021

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

IRON0024-010 12/01/2021

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

PAIN0079-006 08/01/2017

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

PAIN0079-007 08/01/2017

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

PAIN0419-001 07/01/2016

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

PAIN0930-002 07/01/2021

	Rates	Fringes
GLAZIER.....	\$ 31.92	11.74

PLUM0003-009 06/01/2021

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 39.53	18.52

PLUM0208-008 01/01/2021

	Rates	Fringes
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PIPEFITTER (Includes HVAC
Pipe and Unit Installation;
Excludes HVAC Duct
Installation).....\$ 37.55 17.88

SFCO0669-002 01/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....\$ 39.59	39.59	25.74

SHEE0009-004 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....\$ 36.45	36.45	20.15

* SUCO2013-006 07/31/2015

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

OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71 **	0.00

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

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

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

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

VI. 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 and is available for download at <https://business.flydenver.com/bizops/bizRequirements.asp>.

SC-2 CONSTRUCTION DOCUMENTS

The City will provide the drawings, plans, and specifications applicable to the Work associated with each Task Order to the Contractor in electronic format at no expense to the Contractor.

SC-3 REVISIONS TO G.C. 201

The second sentence of GC 201 is amended to read: "The unit responsible for this management and control is the Airport Special Projects Office under the supervision of the Senior Vice President – Special Projects (the "SVP-SP").

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

In accordance with General Condition 212, the City's line of authority for administration of this Contract is:

Chief Executive Officer (CEO)
Airport Office Building
Executive Office, 9th Floor
8500 Peña Boulevard
Denver, CO 80249

Executive Vice President (EVP) – Chief Construction and Infrastructure Officer. Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249. For the purposes of this Contract, the EVP shall be the Deputy Manager pursuant to GC 109 unless otherwise specified by the CEO.

Senior Vice President - Special Projects, World Port building, 24735 E 75th Ave, Suite 104, Denver, CO 80249.

"SVP-SP", or his or her designee, shall be the City's representative who has day to day administrative responsibility of this Contract. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the Project Manager assigned by the SVP- SP unless otherwise specified.

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

The SVP-VP will designate a Project Manager to coordinate activities under this Contract. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager's directions.

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

With respect to General Condition 501, the parties have expressly agreed that no subcontractor percentage is being set for this Contract however Contractor may not subcontract its overall management and administration of the Contract.

Title 5 – Subcontracts - is amended by the addition of the following as section General Condition 503:

The Contractor recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work which is fair and reasonable and, to the greatest extent practicable, is based on fair and open competition. As such, all Work, except for Work or Services included in the Contractor's Fee, the Contractor's General Conditions or Work performed by the Contractor with the prior written approval of the SVP-SP ("Self-Performed Work") shall be procured based upon competitive bids awarded to the lowest, responsive and qualified bidder and subcontracted to "Subcontractors" and "Suppliers," which may include Contractor Self-Performed Work in accordance with the General Conditions. Each Subcontractor and Supplier selection shall be reviewed by the City and the City reserves the right to reject any Subcontractor or Supplier in accordance with the terms and conditions of the General Conditions or in the event the City determines that the selection was not made after a competitive bid. Upon request of the Contractor as identified in the Task Order Proposal, the City may waive the competitive bid requirement of this Section with the express written approval of the SVP-SP.

SC-6 COOPERATION WITH OTHERS

The Task Orders 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, TSA and/or City requirements while performing work at DEN.

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

The Contractor shall:

- a. commence work under any issued Task Order within ten (10) calendar days after the date of the Task Order Notice to Proceed ("NTP"),
- b. prosecute said Work diligently, and
- c. complete the entire Work ready for use no later than the number of calendar days required in the Task Order and as provided in any Milestones or deadlines contained in the Task Order.

The time stated for completion shall include final cleanup of the premises or work site plus such extension or extensions of time as may be granted by the CEO in accordance with the provisions of these General Contract Conditions and Special Contract Conditions.

If as a request for a proposal for a Task Order has been issued by the City to the Contractor for pricing, the Contractor agrees to review and price the Task Order within fourteen (14) consecutive calendar days, or at number of calendar days mutually agreeable to the City and Contractor from the date on the request.

SC-8 TASK ORDER NOTICE TO PROCEED

Following the issuance of any fully executed Task Order hereunder and Task Order NTP, the Contractor shall commence Work within ten (10) consecutive calendar days of the date of the Task Order NTP; however, no Work will commence on any project until such time as the Contractor has complied with all administrative requirements for that particular project and the Contractor has satisfied all bonding requirements for the particular Task Order (see, for example, SC-25 PERFORMANCE AND PAYMENT BOND). Thereafter the Contractor shall prosecute the Work to be accomplished under the Task Order at such time and place as the Task Order directs and shall fully complete in every detail all specified work in accordance with the terms and conditions of the Task Order and the provisions of these General Contract Conditions and Special Contract Conditions.

SC-9 LIQUIDATED DAMAGES

The Work shall be prosecuted in accordance with the Construction Schedule established in each Task Order as may be amended via a Task Order Change Order. The Contractor shall anticipate situations which would cause any Subcontractor difficulty in completing its portion of the Work within the time described in the Construction Schedule, including any specified milestones and Substantial Completion date.

As also provided in the Contract, Article IV and GC 602, if the Work is not completed on or before the applicable milestone dates, as set forth in each Task Order, the Contractor shall pay to the City as Liquidated Damages, and not as a penalty, an amount to be set forth in each Task Order and as further provided in this Contract.

The Contractor may be issued one or more NTPs in the relevant Task Order to start Work. If issuance of the NTP is delayed, then the Liquidated Damages dates set forth in the relevant Task Order shall be extended on a day for day basis until the NTP is issued.

SC-10 PRECONSTRUCTION MEETING

Prior to the issuance of the first Task Order and the start of such work, the Contractor, and the City shall meet and resolve any and all issues that may pertain to the understanding of the terms and conditions of the contract. Individual pre-construction meetings will be held at the City's discretion on each issued Task Order prior to issuance of a Task Order NTP for that Task Order.

SC-11 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. DEN Badging Rules and Regulations can be found on our website:

https://www.flydenver.com/about/badging/rules_and_regulations_governing_den_badgeholders

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

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

The importance of this special condition cannot be over-emphasized. Severe financial penalties as well as contract termination could result if airport perimeter security requirements are not strictly followed. The requirement to provide one hundred percent (100%) control and SUPERVISION of breaches in the airport's perimeter security boundary is absolute. At no time, during work and non-work hours shall any breaches in the airport's security PERIMETER be UNSUPERVISED and / or UNSECURED.

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

The Contractor will provide contract security guard services to maintain supervision of these openings. The security services must provide coverage to allow for lunch breaks, comfort breaks and etc. The security services must be obtained from the security guard company contracted with the City to provide security services at DEN as further directed by DEN.

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

The DEN Security Guard Contractor may change during the course of this Contract. The Contractor shall maintain a contractual or other needed relationship with the Security Guard Contractor holding the most current contract with Denver International Airport to secure the required services and to ensure proper coordination of Contractor's work.

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-12 CONSTRUCTION ACCESS

The Work will be located in the Jeppesen Terminal at Denver International Airport.

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport, unless agreed to by the SVP-SP. Arrangements for transportation and parking for all of its and its subcontractor's employees will be the responsibility of the Contractor. The Task Order amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking.

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-13 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. It is anticipated that access will be required to the secure baggage handling area of the Terminal or after hours on the Level 5 and/or 6 curbside as approved by the City. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

SC-14 VENDORS AND SUPPLIERS

The Contractor shall provide the SVP-SP's office with a list of its equipment/material vendors and suppliers for each Task Order. Vendors or suppliers shall access the construction work

areas via the Contractor's access route, described in each Task Order. All delivery vehicles are subject to search.

At its sole discretion, DEN may direct the Contractor to use certain equipment or material in order to ensure continuity of operations with DEN's existing or planned systems.

SC-15 COMMUNICATION DEVICES

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

SC-16 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-17 ATTORNEY'S FEES

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

SC-18 THIRD PARTY REVIEW

The City reserves the right to require third party validation of all prices and schedules. The City will contract and pay for the third-party validation review. If the validation, exposes a deviation of greater than 10% for price and schedule then the Contract shall review and readjust the price and schedule at no cost to the City.

SC-19 SUBCONTRACTOR RELEASES

Unless directed by the SVP-SP, Contractors shall use the release form provided by the SVP and entitled Denver International Airport Partial Release or Partial Releases generated by Textura® for the purposes of GC 907 are also acceptable.

GC 2003.2.F is amended to read: "A complete and final, unconditional waiver or release of any and all lien and claim rights from each Subcontractor, materialman, Supplier, manufacturer and dealer for all amounts paid, including but not limited to labor, equipment and material used or furnished by each on the Work."

SC-20 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.

SC-21 APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS

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

Agency/Firm

DEN Contract Administrator

DEN Project Manager

DEN SVP

City Prevailing Wage

General Condition 902.3 is deleted in its entirety and the following replaces it:

As more fully set forth in the Task Order issued hereunder and unless otherwise specified in the Task Order, progress payments for performance of any Work shall be based on completed work estimates and shall be subject to the following requirements:

1. The Contractor shall submit a complete and separate application for payment for the Work estimates of each Task Order performed during the specified billing period in a form and format directed by the SVP-SP. If the SVP directs the use of the Textura[®] Construction Payment Management System (CPM System), then it also will be the payment mechanism to disburse payments to sub-contractors used on this Project. To the fullest possible within the CPM System, the City shall be entitled to access, review, and store all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM 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 CPM 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
2. In accordance with General Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:
 - a. 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.
 - b. 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.
3. General Condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, is deleted in its entirety and replaced as follows:
 - a. Beginning with the second payment application, each application shall be accompanied by a completed Contractor's Certification of Payment Form (CCP), listing all first-tier subcontractors and suppliers and all certified subcontractors or

- suppliers that are listed for participation towards any assigned SMWDBE program goal.
- b. Unless a different method of application is required by the Task Order, each submitted estimate shall specify the percent of the Work complete. This percentage shall be certified by the SVP-SP or the Consulting Architect or Engineer, as appropriate.
 - c. In the event that any Task Order contains work funded by both the TSA and FAA, Contractor's accounting shall separate the costs associated with the TSA-funded work and the FAA- funded work so that the City can accurately provide an accounting to those Federal agencies.
 - d. Each estimate of work completed shall also specifically identify those DBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article XXXII of the Contract and 49 C.F.R. Part 26.
 - e. Each estimate of work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts, accompanied by Contractor's Certifications of Payment, or by verified Partial Release of Claim forms from each subcontractor and supplier in the form and format provided by the SVP-SP upon contract Notice to Proceed. Each estimate of work completed shall also be accompanied by:
 - i. A written schedule of values, which set out the quantities and costs for the Project, and
 - ii. The SVP-SP, or as applicable, Consulting Architect's or Engineer's estimated statement of the percentage of work completed for each line item of cost for which the City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.
4. The estimate of the percentage of work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The SVP-SP or the Consulting Architect, Program Manager, or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of work completed prior to any acceptance by the City.
- a. The percentage of estimate of work complete shall be consistent with the Physical Percent of Work Complete reported in the project controls system for performance reporting. The contractor shall provide schedule and performance in accordance with SC-33 Project Controls Requirements and associated processes and systems for project controls.

- b. The Contractor shall prepare and submit application for progress payment invoices that provide a breakdown of the payment aligned to the contractor work scope defined and organized by Program Work Breakdown Structure (WBS) in accordance with SC-33 Project Controls Requirements. The payment request organized by WBS shall be consistent with the percentage of work complete reported by WBS and supporting Integrated Master Schedule (IMS) progress reported in the project controls system. This is to ensure alignment of invoiced cost to the beneficial scope of work as organized and defined in the WBS.
5. The Contractor warrants that:
 - a. Title to work covered by an estimate of work completed will pass to the City by incorporation into the completed work;
 - b. Work covered by previous estimates of work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and
 - c. No work covered by an estimate of work completed will have been acquired by the Contractor, or any other person or entity performing work at the work site or furnishing materials or equipment for the Project and that no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
6. Approval of an estimate of work completed or actual payment shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
7. Unless otherwise directed by the SVP, Pursuant to General Condition 908, applications for a reduction in retainage must be accompanied by Partial Release of Contractor forms from each subcontractor or supplier as referenced in SC-19.
8. Receipt of Contractor's Certifications of Payment or Partial Lien Release forms by the City hereunder shall not act to impair the City's Obligations imposed by C.R.S. 38-26-107 or successor statute.
9. If the Contractor disputes a subcontractor's and/or supplier's entitlement to a portion of the previous month's payment, the Contractor need not submit a Contractor's Certificate of Payment or Partial Release for Contractors from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City copies of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor's determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor and/or supplier.

SC-22 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 "Change Notice" and "Task Order Change Notice."

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

SC-23 DESCRIPTION OF TASK ORDER/TASK ORDER NOTICE FOR PROPOSAL

If the SVP-SP provides the Contractor with a Task Notice for Proposal (TNP) that describes the services/work to be provided for any Task Order, the Contractor shall respond to the City's request for TNP within 2 working days by (1) visiting the proposed work site in the company of the SVP-SP or the SVP-SP's authorized representative, or (2) establishing verbal contact with the SVP-SP or the SVP-SP's authorized representative to further define the scope of the Work. The Contractor shall then furnish a work plan and guaranteed maximum price (GMP) proposal to the SVP-SP for all work described in the TNP. Time for the submittal of the work plan and proposal shall be identified on the TNP. The Contractor shall submit to the SVP-SP requests for site inspections and other investigations as necessary for its preparation of a work plan and proposal.

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

- a. A statement of the work to be accomplished.
- b. Discussion of the implementation process to include the method of operation, type of equipment, key personnel, and subcontractors.
- c. How quality of materials and workmanship will be established and maintained any additional design requirements.
- d. Special considerations schedule and key milestones.

The work shall be broken down according to CSI Divisions. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. It shall be subject to negotiation with the SVP-SP. Mark-ups will be applied in accordance with the Contract Documents. Costs for performance and payment bonds will be included as a separate item. The City will review the work plan proposal for completeness and negotiate conditions of performance with the Contractor. If suitable conditions of performance including price and time cannot be negotiated, a Task Order and Notice to Proceed will not be executed or if critical, may be performed on a time and material basis with the mark-ups included with this proposal applied. The City may utilize other means to procure the required work at any time.

Prior to submitting a work plan and GMP proposal, the Contractor shall inspect the work site and its surroundings. Requests for site visits shall be submitted to the SVP-SP. For purposes of the contract, it shall be conclusively presumed that the Contractor has made a thorough inspection of the site and has waived the right to claim extra payment or time extensions for conditions which would have been evident during that inspection. 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 Contractor at the time of submittal of the work plan and price proposal.

SC-24 TASK ORDER PROCESS

Upon review of any Contractor pricing submittal made pursuant to a Task Notice for Proposal, the City may, at its sole discretion, direct that the work described in the Task Notice for Proposal and priced by the Contractor be completed by issuance of a Task Order to the Contractor or reject the pricing submittal.

The City reserves the right to issue such a Task Order, at the GMP and under the terms of the Contractor's pricing submittal, at any time before the expiration 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Task Order is issued and the pricing submittal is not rejected within this period, the Contractor's pricing Proposal shall be deemed rejected by the City.

A Task Order shall not be issued and no work shall commence until such time as the Task Order is signed by the Contractor and all designated City officials and the Contractor has submitted a Payment and Performance Bond or Bond Change Rider for the Work satisfactory to the City Attorney and the CEO.

Upon issuance of a Task Order, the Contractor agrees to satisfactorily perform and complete all work or effort described in each issued Task Order or any subsequently issued Task Order Changes within the period of performance specified in the Task Order and Notice to Proceed plus such extensions of time as may be granted by the CEO in accordance with the provisions of this contract.

SC-25 TASK ORDER CHANGES

In accordance with all terms and conditions provided for standard change orders under General Contract Conditions 1101 et seq. CHANGE ORDERS and ADJUSTMENT TO CONTRACT AMOUNT, the City may issue Change Orders providing for deletions, additions and modifications to the Work under a duly issued Task Order. Change Orders must be issued on a Change Order or Change Order Directive Form in the event of a conflict between GC 1104.2 and the markups submitted by the Contractor identified in the Schedule of Prices and Quantities, regarding any pay item identified in GC 1104.2, the markups and rates submitted by the Contractor in the Schedule of Prices and Quantities shall prevail

SC-26 TASK ORDER CLOSEOUT

After all work performed under each Task Order has been accepted hereunder, final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Contract Condition 910 FINAL ESTIMATE AND PAYMENT. Except that, with the consent of the contractor, legal advertisement, pursuant to Article 26, Colorado Revised Statutes as amended may be held for Task Orders which do not exceed Fifteen Thousand Dollars (\$15,000.00) until such time as several such projects are completed and eligible for legal advertisement.

SC-27 CONTRACT CLOSE-OUT

Following final closeout of all Task Orders performed hereunder, the Contract shall proceed to final contract closeout. Final contract closeout shall be completed in accordance with all procedures, terms and conditions set forth in the General Conditions except that final settlement and release or retention will be made upon completion of each Task Order rather

than contract completion. In addition, Contractor shall execute submit a final receipt of payment and provide a final contract closeout as directed by the SVP-SP.

SC-28 TASK ORDER DIRECTIVE

A Task Order Directive is a written order, signed by the SVP-SP, which directs the Contractor to commence a Task Order prior to complete agreement on or execution of a Task Order.

Upon receipt of a Task Order Directive, the Contractor shall immediately sign the Task Order Directive and return it to the SVP-SP and shall immediately proceed with performing the Work. The Contractor, within fifteen (15) days after receiving the Task Order Directive, shall provide the SVP- SP with a complete and itemized proposal which includes the estimated increase or decrease in the Contract Amount and/or Contract Time attributable to the planned work.

In the event a Task Order Directive is issued, performance shall commence on a time and materials basis, as follows:

- a. The City will identify a cost estimate or a Not to Exceed lump sum for the Work described in the Task Order Directive. If the maximum cost of the Work to be performed under the Task Order Directive has not been agreed upon and reduced to writing in the actual Task Order Directive, the Contractor shall proceed with such Work on a Time and Material basis through completion of the Task Order Directive or until the cost of the Work has been agreed upon for the Task Order Directive.
- b. Whenever Work is performed on a Time and Material basis, the Contractor shall fully document all costs associated with such work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Contractor shall submit to the SVP-SP a daily itemization of all such costs in such form as the Project Manger may require.
- c. The final Task Order Directive amount performed on a Time and Material basis shall be calculated in accordance with the Schedule of Prices and Quantities indicated in this contract.

SC-29 DEFINITION OF WORK

“Work”, as defined in General Condition 121, shall include all work under any Task Order or Task Order Directive.

SC-30 CHANGE DIRECTIVE

The term “Change Directive” as used in this Contract, including the General Conditions, shall include a “Change Order Directive” and a “Task Order Change Order Directive”.

SC-31 SUBCONTRACTOR

The term “subcontractor” as defined in General Conditions 118 includes a labor pool.

SC-32 NOTICE TO PROCEED AND COMPLETION OF THE WORK

General Condition 302 is hereby deleted and replaced with the following:

1. A written Initial Notice to Proceed will be issued by the SVP-SP to initiate the Contract only, and such Initial Notice to Proceed is not authorization for the Contractor to proceed

with the Work or to proceed with mobilization. Thereafter, the SVP-SP may issue a Task Order and subsequent Task Order Notice To Proceed authorizing Work and/or mobilization.

2. Upon issuance of the Initial Notice to Proceed, the Contractor is allowed and authorized to incur reimbursable costs related to insurance not covered by the ROCIP, payment and performance bonds, and such other essential activities such as security access (vehicular access and personnel badging). Home office overhead, core staff and other allowable general conditions costs are not authorized under the initial Notice to Proceed.
3. Core staff and agreed upon general conditions' costs are authorized and allowed only for the time Work is authorized pursuant to a Second or subsequent Notice to Proceed and Task Order issued by the SVP-SP. These costs, in part, will be identified in each Task Order Notice to Proceed ("Task Order NTP"), related to the rates and charges mutually agreed upon by City and Contractor. Requests for Task Order pricing proposals will not authorize the contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation and Task Order negotiation will not be reimbursable. Upon the final completion of Work under any subsequent Notice to Proceed, including a Second Notice to Proceed and/or Task Order, whichever is applicable, reimbursement for these costs expires unless otherwise agreed to in writing and authorized by the SVP-SP. Any costs which are not expressly agreed to by the SVP-SP shall be absorbed by the Contractor and shall be at the Contractor's own risk.
4. If any milestones are described in the Contract Documents, the Work described by each milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time, or in the alternative, if a Task Order is issued for Work, than the Work shall be accomplished in accordance with the Task Order and completed within the time set forth by said Task Order.

SC-33 MOBILIZATION

The Contractor, upon issuance of a Task Order, shall submit a detailed mobilization plan to the SVP- SP, or the SVP-SP's designee, setting forth the proposed location for mobilization, mobilization costs and equipment to be rented or purchased for the specific Work authorized. All such costs are subject to the approval of the SVP-SP, or the designee, and any equipment purchase or rental costs wherein the value of such equipment is paid for in excess of 90% of such value, then such equipment may, at the end of the Contract Time or Final Completion, whichever occurs earlier, become subject to ownership by the City (Airport) at City's option. Further, such equipment shall be used solely by the Contractor for Work under this Contract unless otherwise authorized by the SVP-SP. Such equipment shall not be used for personal uses or activities.

SC-34 BONDS, SALES TAX, TEXTURA FEES, AND INSURANCE

Bonds, sales and use tax, Textura fees (if required), and insurance shall be paid at cost without mark up.

SC-35 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-36 PROJECT CONTROLS REQUIREMENTS

The SVP-SP shall specify the required project controls systems, applications, processes, and data structures used for managing and controlling the project. This shall serve as the integrated project controls platform used by the contractor for measuring and reporting performance on the project.

The integrated project controls platform shall be used for establishing and operating an integrated performance measurement baseline (PMB) for the project. The Contractor shall provide input to establish the contractors entire scope of work into the project PMB. The contractor owned scope, with associated WBS, WBS Dictionary, critical path method schedule, time phased budget which may be maintained as a cost loaded schedule or a schedule of values as defined on a Task Order basis and supporting information shall be submitted to the SVP-SP and reviewed as part of an Integrated Baseline Review. The SVP-SP shall provide the agenda and criteria of the IBR to the contractor. The contractor shall come prepared to present the PMB information to the SVP-SP and resolve all questions or discrepancies identified by the SVP-SP. Upon successful completion of the IBR, the contractors PMB shall be approved by the SVP-SP and established in the overall project PMB on the project controls systems for the project and managed under the SVP-SPs baseline change control process.

The PMB and associated cost or schedule forecasting, performance reporting, and baseline change request information shall be provided by the contractor to the SVP-SP and into the project controls platform system in accordance with the program's defined business rhythm and cadence.

The Contractor shall provide performance reporting, progress measurement, baseline change control, variance analysis, data input, accruals, submittals, and other requests for input as defined by the SVP-SP to support an integrated program management methodology.

The Contractor shall provide the schedule baseline, progress, and other related schedule performance directly into the project's Integrated Master Schedule (IMS) as the single baseline schedule recognized and used for schedule performance as part of the overall PMB for the project.

The SVP-SP shall define required software needed to properly interface with the integrated project controls platform. For IMS and schedule interface, the Contractor shall provide qualified staff capable operating Primavera P6 v17 or acceptable alternative. Primavera P6

database or the acceptable alternative may be required by the SVP-SP for use by mutually agreed contractor staff.

The Contractor shall input schedule, performance reporting, performance measurement baseline, scope statement of work, invoicing and other performance related information into the project controls platform systems such that the contractor performance on the project can be tracked and organized in alignment with the SVP-SP approved and maintained Program Work Breakdown Structure (WBS). All scope, cost, schedule, forecasting and invoicing shall align to the SVP-SP designated Work Breakdown Structure. The contractor's complete contractual scope of work shall be represented in the Program WBS and associated WBS Dictionary.

SC-37 GENERAL CONDITIONS 311 IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

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

- A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "**Certification Ordinance**").
- B. The Contractor certifies that:
 - i. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
 - ii. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
 - iii. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
 - iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or

contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

- vi. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

SC-38 FUND AVAILABILITY

Task Order approval and acceptance is contingent upon the availability of funding. Approved Task Orders issued under this contract will obligate funds.

SC-39 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

In accordance with the Landfill Contract made between the City and Waste Management of Colorado, Inc., Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. § 25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Contractor shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

END OF SPECIAL CONDITIONS

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

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EXHIBIT G
PERFORMANCE BOND

Bond No. K41568586, 107573390, 47-SUR-300199-01-0063, 28507298

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **PCL Construction Services, Inc.**, a corporation organized under the laws of the State of **CO**, hereinafter referred to as the "Contractor" and **Federal Insurance Company, Travelers Casualty and Surety Company of America, Berkshire Hathaway Specialty Insurance Company, Liberty Mutual Insurance Company**, a corporation organized under the laws of the State of **IN, CT, NE, MA**, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of 202262907, TSA Recapitalization and BHS Modernization, 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.

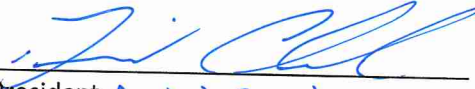
IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental 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.

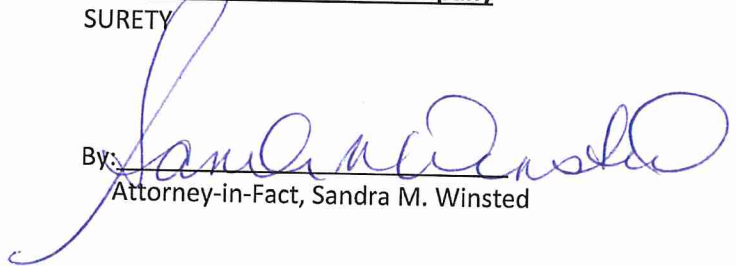
(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 27th day of July, 2022.

PCL Construction Services, Inc.
CONTRACTOR

By: 
~~President~~ *Assistant Secretary*

**Federal Insurance Company
Travelers Casualty and Surety Company of America
Berkshire Hathaway Specialty Insurance Company
Liberty Mutual Insurance Company**
SURETY

By: 
Attorney-in-Fact, Sandra M. Winsted

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

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L Hannigan, Jennifer L. Jakaitis, Nicholas Kertesz, Judith A. Lucky-Eftimov, James B. McTaggart, Christopher T. Moser, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Roger Paraison, Christina L. Sandoval, Bartlomiej Siepierski, Jean Torres, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 19th day of January, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 7/27/2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



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

POWER OF ATTORNEY

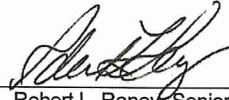
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra M. Winsted** of **CHICAGO**, Illinois, 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

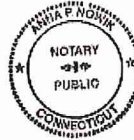
City of Hartford ss.

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, 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 27 day of July 2022




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.**



Berkshire Hathaway
Specialty Insurance

47-SUR-300199-01-0063

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Sandra M. Winsted, Susan A. Welsh, Derek J. Elston, Sandra M. Nowak, Christopher P. Troha, Jessica B. Dempsey, Judith A. Lucky-Eftimov, Christina L. Sandoval, Aerle Walton, Bartlomiej Siepierski, Rachel Fore, Samantha Chierici, Corinne Chapman, Roger Parolson, Kristin L. Hannigan, Jean Torres, Nicholas Kertesz, Christopher T. Moser, 200 East Randolph St, Aon Center of the city of Chicago, State of Illinois**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect; each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Vice President

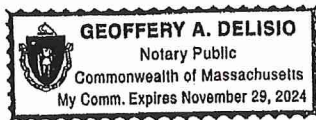


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this **July 27, 2022**.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.



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

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

Certificate No: 8207154 - 285057

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina L. Sandoval; Christopher T. Moser; Corinne Chapman; Diane M. O'Leary; James B. McTaggart; Jean Torres; Jennifer L. Jakaitis; Jessica B Dempsey; Judith A. Lucky-Eftimov; Kristin L. Hannigan; Nicholas Kertesz; Roger Paraison; Samantha Chierici; Sandra M. Nowak; Sandra M. Winsted; Susan A. Welsh

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of January, 2022.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of July 2022



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**Bond No. K41568586, 107573390,
47-SUR-300199-01-0063, 28507298**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **PCL Construction Services, Inc.**, a corporation organized under the laws of the State of **CO**, hereinafter referred to as the "Contractor" and **Federal Insurance Company, Travelers Casualty and Surety Company of America, Berkshire Hathaway Specialty Insurance Company, Liberty Mutual Insurance Company**, a corporation organized under the laws of the State of **IN, CT, NE, MA**, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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 Contract No. 202262907, TSA Recapitalization and BHS Modernization, 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]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 27th day of July, 2022.

PCL Construction Services, Inc.
CONTRACTOR

By: 
~~President~~ *Assistant Secretary*

**Federal Insurance Company
Travelers Casualty and Surety Company of America
Berkshire Hathaway Specialty Insurance Company
Liberty Mutual Insurance Company**
SURETY

By: 
Attorney-in-Fact, Sandra M. Winsted

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

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L Hannigan, Jennifer L. Jakaitis, Nicholas Kertesz, Judith A. Lucky-Eftimov, James B. McTaggart, Christopher T. Moser, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Roger Paraison, Christina L. Sandoval, Bartlomiej Siepierski, Jean Torres, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 19th day of January, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

7/27/2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**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 **Sandra M. Winsted** of **CHICAGO, Illinois**, 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

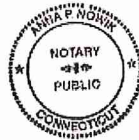
City of Hartford ss.

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, 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 27 day of July 2022




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.**



Berkshire Hathaway
Specialty Insurance

Power Of Attorney

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Sandra M. Winsted, Susan A. Welsh, Derek J. Elston, Sandra M. Nowak, Christopher P. Troha, Jessica B. Dempsey, Judith A. Lucky-Efimov, Christina L. Sandoval, Aerie Walton, Bartlomiej Siepierski, Rachel Fore, Samantha Chierici, Corinne Chapman, Roger Parolson, Kristin L. Hannigan, Jean Torres, Nicholas Kertesz, Christopher T. Moser, 200 East Randolph St, Aon Center of the city of Chicago, State of Illinois**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By: _____
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By: _____
David Fields, Vice President

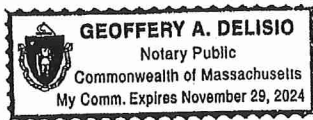


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this **July 27, 2022**.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.



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

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

Certificate No: 8207154 - 285057

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies")...

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations...

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of January, 2022.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations...

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations...

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of July 2022



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT H
PAYMENT BOND

**Bond No. K41568586, 107573390,
47-SUR-300199-01-0063, 28507298**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **PCL Construction Services, Inc.**, a corporation organized under the laws of the State of **CO**, hereinafter referred to as the "Contractor" and **Federal Insurance Company, Travelers Casualty and Surety Company of America, Berkshire Hathaway Specialty Insurance Company, Liberty Mutual Insurance Company**, a corporation organized under the laws of the State of **IN, CT, NE, MA**, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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 Contract No. 202262907, TSA Recapitalization and BHS Modernization, 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]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 27th day of July, 2022.

PCL Construction Services, Inc.
CONTRACTOR

By: 
~~President~~ *Assistant Secretary*

**Federal Insurance Company
Travelers Casualty and Surety Company of America
Berkshire Hathaway Specialty Insurance Company
Liberty Mutual Insurance Company**
SURETY

By: 
Attorney-in-Fact, Sandra M. Winsted

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

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L Hannigan, Jennifer L. Jakaitis, Nicholas Kertesz, Judith A. Lucky-Eftimov, James B. McTaggart, Christopher T. Moser, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Roger Paraison, Christina L. Sandoval, Bartlomiej Siepierski, Jean Torres, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 19th day of January, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

7/27/2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**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 **Sandra M. Winsted** of **CHICAGO, Illinois**, 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

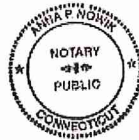
City of Hartford ss.

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, 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 27 day of July 2022




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.**



Berkshire Hathaway
Specialty Insurance

47-SUR-300199-01-0063

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Sandra M. Winsted, Susan A. Welsh, Derek J. Elston, Sandra M. Nowak, Christopher P. Troha, Jessica B. Dempsey, Judith A. Lucky-Efimov, Christina L. Sandoval, Aerie Walton, Bartlomiej Siepierski, Rachel Fore, Samantha Chierici, Corinne Chapman, Roger Parolson, Kristin L. Hannigan, Jean Torres, Nicholas Kertesz, Christopher T. Moser, 200 East Randolph St, Aon Center of the city of Chicago, State of Illinois**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Vice President

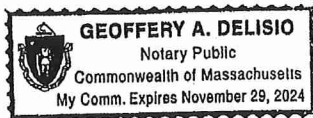


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this **July 27, 2022**.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.



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

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

Certificate No: 8207154 - 285057

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies")...

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations...

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of January, 2022.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations...

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations...

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of July 2022.



By: Renee C. Llewellyn, Assistant Secretary

Exhibit I

Scope of Work: TSA Recapitalization and BHS
Modernization

Department: DEN Special Projects

Point of Contact: Bud Geng

Vendor shall comply with all terms and conditions set forth in this Exhibit in addition to Vendor's supplemental submission(s) for this Exhibit. The DEN Exhibit shall be given precedence over Vendor's submission(s).

1. GENERAL INFORMATION

DEN Special Projects is working to advance multiple Baggage Handling System (BHS) modernization / replacement projects through a Master Design-Build (D-B) Capacity-Based Request For Proposal (RFP). DEN's preferred project delivery method for this contract is design-build, and as such will require a team developed of design consultants, BHS specialized contractors, testing and commissioning professionals, and general construction contractors. Within this capacity-based contract there will be separate task orders requesting Guarantee Maximum Price (GMP) proposals for the below project scopes of work. The awarded proposer based on qualifications will be provided bridging documents (Design and Construction requirements- e.g., schematic design, technical specifications, project constraints, reference materials, and summary of work). The awarded D-B team will be required to submit proposals on each scope of work separately. DEN anticipates negotiating GMPs for each task order by late September 2022. This contract shall include but is not limited to the identified scopes of work: Transportation Security Administration (TSA) Recapitalization, BHS Modernization and Controls Upgrade, BHS Curbside Conveyors, Baggage Claim & Feed Conveyors Replacement, and BHS Inbound/Outbound Lifts Replacement.

Given the importance and readiness of these BHS Terminal projects, DEN has responded to the Federal Aviation Administration (FAA)'s Notice of Funding Opportunity submitting on four of the five scopes of work, TSA Recap Project is excluded, for the Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information Submittal. The approval of each scope of work is at the discretion of DEN and dependent on funding approvals received.

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

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

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

2. TASK NOTICE FOR PROPOSAL (TNP)

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

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

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

3. PROJECT SCOPES OF WORK

TSA Recapitalization

This project includes Transport Security Administration (TSA) funding and will replace all existing (31) inline Explosive Detection Screening (EDS) Machines (CTX-9000) and associated equipment with 25 new Smith Detection CTX-9800 Screening Machines. The Contractor is required to perform the scope in compliance with the Planning Guidelines and Design Standards (PGDS).

The current Baggage Handling System (BHS) is divided into six separate Checked Baggage Inspection Systems (CBIS). The work under this scope will include the modification of two CBIS' to provide the capacity required for phasing. These two CBIS' will require modifications to the existing CBIS bag routing, which will include new bag routing to EDS machines and the addition of new failsafe locations. Modifications must be compliant with Airline operations and with consideration of any other potential ongoing projects at DEN.

The Contractor will be responsible to phase the work in a way to provide sufficient capacity during all stages of the project. The new work shall be fully integrated in the existing BHS and all interfaces to upstream and downstream systems are the responsibility of the Contractor. The new equipment will be updated with DEN's Intelligent Power Savings (IPS) functionality to save energy and extend equipment life, and updates to the existing control systems shall comply with PGDS 7.0 duplicate IATA and duplicate bag screening.

Screened bags that are not cleared within the CBIS are loaded on an existing Individual Carrier System (ICS) for further processing in a consolidated Checked Baggage Resolution Area (CBRA). These interfaces need to be maintained and changed as required to allow for continued operation in all phases of this project.

The Transportation Security Administration (TSA) Recapitalization Project has been planned with and approved by the TSA. It will be the leading project around which the other work scopes will have to be scheduled.

TSA Recap project is structured so that an entire module of the baggage handling system will be taken out of service while the work is being performed. DEN is proposing to take advantage of this phasing plan and replace all other end-of-life BHS components within the modules when they are out of service. These additional BHS replacement projects can be performed with scale and efficiency while minimizing the operational impact.

BHS Modernization and Controls Upgrade

This project will replace end-of-life equipment like transport conveyors, power turns, merges, high-speed diverters, motors and gearboxes, Automatic Tag Readers (ATR) and other end of life equipment. New maintenance catwalk and access ladders from Level 3 to Level 5 will need constructed for safe access to equipment. Equipment identified under this task will be demolished and replaced with new equipment.

New equipment will be updated with DEN's Intelligent Power Savings (IPS) functionality to save energy and extend equipment life. This work may also include some system layout changes to improve capacity and operations functionality like additional queue positions. Aging and end-of-life control system elements shall be replaced with standard equipment with a published long-term support schedule (e.g., ControlNet). Control systems shall be brought to the same standard across the entire Baggage Handling System (BHS) to allow for the same airport wide O&M procedures, prevent different support standards and extend the useful life of the system. Interfaces to third parties like Bag Source Messages (BSM) providers shall be updated. New interfaces to provide Bag Processed Messages (BPM) shall be included. All new conveyors identified as essential shall be equipped with monitoring capabilities to check and report critical vitals.

An emulation system accurately representing all baggage handling system installations in the Terminal shall be provided at the airport. The emulation environment shall be used to verify all critical changes to the existing BHS prior to the installation. At the end of the project, the fully working emulation environment shall be handed over to Denver International Airport.

BHS Curbside Conveyor Replacement

This project will replace all existing conveyors from the curbside loading positions on Level 6 and Level 5 to the screening systems, including the stainless-steel conveyors visible to the public on the curbsides on Level 6 and Level 5. New maintenance catwalk and access ladders from Level 3 to Level 5 will need constructed for safe access to equipment. Aging and end-of-life control system elements shall be replaced with standard equipment with a published long-term support schedule (e.g., ControlNet). Control systems shall be brought to the same standard across the entire Baggage Handling System (BHS) to allow for the same airport wide O&M procedures, prevent different support standards and extend the useful life of the system. New equipment will be updated with DEN's Intelligent Power Savings (IPS) functionality to save energy and extend equipment life. All new conveyors identified as essential shall be equipped with monitoring capabilities to check and report critical vitals. The new installation will have to be compliant with current fire and smoke regulations, which will require the installation of new fire rated/security doors and potentially the construction of new building walls.

The project includes replacement of end-of-life equipment like transport conveyors, power turns, merges, high-speed diverters, motors and gearboxes, Automatic Tag Readers (ATR) and other end of life equipment. Equipment identified under this task will be demolished and replaced with new equipment.

Baggage Claim & Feed Conveyors Replacement

This project will replace the existing domestic and international inbound/claim system which includes 18 domestic claims, 6 ski claims, three international claims and one inbound oversize system. The scope includes the feeding conveyors running from Level 3 of the Terminal to Level 5. If necessary new floor openings on Level 5 need to be constructed and existing floor openings need to be filled in. The flooring on level 5 shall be modified as needed. New maintenance catwalk and access ladders from Level 3 to Level 5 will need constructed for safe access to equipment. Aging and end-of-life control system elements shall be replaced with standard equipment with a published long-term support schedule (e.g., ControlNet). Control systems shall be brought to the same standard across the entire Baggage Handling System (BHS) to allow for the same airport wide O&M procedures, prevent different support standards and extend the useful life of the system. New equipment will be updated with DEN's Intelligent Power Savings (IPS) functionality to save energy and extend equipment life. All new conveyors identified as essential shall be equipped with monitoring capabilities to check and report critical vitals. The new installation will have to be compliant with fire and smoke regulations, which will require the installation of new fire rated doors and potentially the construction of new building walls.

This project will also include replacement of end-of-life equipment like transport conveyors, power turns, merges, high-speed diverters, motors and gearboxes, Automatic Tag Readers (ATR) and other end of life equipment. Equipment identified under this task will be demolished and replaced with new equipment.

BHS Inbound/Outbound Lifts Replacement

Replace all 24 existing inbound and outbound lifts with new, higher capacity lifts and two (2) Specialized "Pet Lifts". The replacement lifts shall integrate into the existing automated BHS to provide baggage transportation connectivity between levels 3, 4, 5 and 6 of the Terminal. One lift needs to be extended to level 3 for consistency amongst the modules. Along with the oversize lift replacement, a new OS runout line shall be provided.

This work also includes conveyor modifications at the curbsides of Levels 5 and 6 at which is independent of other curbside modifications identified in separate business cases. Safe access to equipment will be implemented into this project by constructing new maintenance catwalks and access ladders from Level 3 up to Level 5. The control system elements have met their end-of-life expectancy and shall be replaced with standard equipment with a published long-term support schedule defined within the performance specifications. These Control systems shall be brought to the same standard to allow continuity across the entire Baggage Handling System (BHS) to allow for the same airport wide O&M procedures, prevent different support standards and extend the useful life of the system. All newly installed conveyors identified as essential shall be equipped with monitoring capabilities to check and report critical vitals. The new installation will have to be compliant with fire and smoke regulations, which will require the installation of new fire rated doors and potentially the construction of new building walls.

The Contractor will manage all aspects of the design and construction for these scopes of work, to include elements and systems related to the following disciplines:

- Structural
- Mechanical
- Electrical
- Plumbing
- Life safety
- Fire alarm
- Fire protection
- Controls and Automation
- Telecommunications

- Interior finishes
- Demolition
- Site surveying
- Site preparation
- Materials testing

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

- Planning
- Design
- Pre-construction services
- Scheduling
- Cost estimating
- Permitting
- Self-performance of work
- Subcontractor management
- Site supervision
- Quality control planning and management
- Testing and Commissioning of equipment
- Safety planning and management
- Coordination with DEN Project Manager
- Participating in construction update meetings

Other Baggage Handling System Work

In addition to the scopes of work described above, Contractor may be requested to perform other similar types of work related to the Baggage Handling System, including the design, construction, equipment acquisition, controls system, or other work whether or not included in one of the scopes described above.

EXHIBIT J
TECHNICAL SPECIFICATIONS
(incorporated by reference)

EXHIBIT K
CONTRACT DRAWINGS
(incorporated by reference)

PCL Construction Services, Inc.
Contract #202262907-00

EXHIBIT L
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

TSA RECAPITALIZATION AND BHS MODERNIZATION

RFP NO. 202262907

APRIL 22, 2022

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): Shelley Berry
E-Mail: contract.procurement@flydenver.com

Request for Proposals #RFP No. 202262907

PROPOSALS MUST BE RECEIVED BY: May 19, 2022 by 2:00PM Denver Local Time

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

Schedule of Activities

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

Event	Date
RFP Advertisement	April 22, 2022
Optional Pre-Proposal Conference	April 28, 2022 at 11:00AM Denver Local Time
Last Date to Submit Written Questions	May 5, 2022 by 2:00PM Denver Local Time
Proposal Due Date	May 19, 2022 by 2:00PM Denver Local Time

Pre-Proposal Conference – OPTIONAL

An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at the date and time listed above in the Schedule of Activities. Please click on the following link to access the meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWFhODQwMWYtY2VjMy00MjU3LTNmY2MtNjJiMTcxZTdkZGM5%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%22d0a68758-6f03-4d75-9ed4-84d2a4f02e19%22%2c%22IsBroadcastMeeting%22%3atrue%7d&btype=a&role=a

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

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.**

Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and

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

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

Proposal Submittal

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

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

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

Vendor EBS Guide:

http://business.flydenver.com/bizops/documents/den_Vendor_EBS_Guide.pdf

EBS FAQs:

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

BidNet Vendor Training Video Link:

<https://bidnetdirect.webex.com/bidnetdirect/lsr.php?RCID=921c686e667f4017a58858e957e03eff>

Disadvantaged Business Enterprise Participation:

The Director of the Division of Small Business Opportunity has the authority to designate expenditures by the City and County of Denver to the Disadvantaged Business Enterprise (DBE) program. The participation requirement for this project is:

9% Disadvantaged Business Enterprise (DBE)

Participation requirement must be met with certified firms, as set forth in 49 CFR Part 26, or through the demonstration of a sufficient good faith effort. § 28-128, D.R.M.C. A draft DBE Equity, Diversity, and Inclusion (EDI) Plan is a required submittal as part of the RFP and will be scored. DSBO's approval of the DBE EDI Plan will be required prior to contract execution.

General Statement of Work

This request is for a competitive procurement to select a qualified contractor for the Transportation Security Administration (TSA) Recapitalization and Baggage Handling System (BHS) Modernization project at Denver International Airport (DEN). After the events of 9/11/2001, Congress mandated that all passenger bags be screened for explosives prior to being put on a plane. As part of that effort, the TSA provided bag screening equipment, which it owns. As part of a national program to keep this screening equipment technologically current, TSA has determined that the equipment presently at DEN has reached the end of its useful life and needs to be replaced. The new machines provided by TSA process bags at a significantly faster rate than the existing and therefore, fewer replacement machines will be provided. The differences in bag processing rates and number of machines needed require that DEN modify the

baggage system to accommodate the conveyor configurations, speeds, and controls interface necessary for the new machines to operate efficiently and effectively.

In addition, but separate from the TSA-funded recapitalization work, optional work will be included in the RFP and contract for work in and on the baggage system. DEN has applied for FAA grant funding for the optional work. If FAA grant funding is obtained or DEN desires to fully fund the optional work itself, the work will be assigned to the selected contractor. Given the timing available for the FAA grants and that the optional work will be in the same system and physical location as recapitalization work, it is more time and cost efficient to procure this work with the recapitalization work and have one contractor do all of this baggage work.

Prequalification Requirements

The Proposer must be prequalified in the Special Category: Checked Baggage Inspection System (CBIS) at a financial level of \$25,000,000. Due to the specialized nature of this project, this category has been established. All Proposers must have submitted an application a minimum of 10 calendar days prior to the submittal due date. Applications must be submitted via [B2Gnow](https://www.denvergov.org/B2Gnow). To view the Rules and information on how to apply, please visit our website at <https://www.denvergov.org/prequalification>.

A Proposer who desires to be prequalified in the Specialty Category of CBIS must follow the application process, as detailed in the Rules for Prequalification of Construction Contractors, effective 7/1/2019.

The Prequalification process requires the proposing Design-Build team to demonstrate experience at CAT X airports in the design, supply, fabrication and installation, testing, commissioning, controls, and construction of a “Turn-Key” fully automated CBIS Replacement Project. The contractor shall have successfully completed the final design, manufacturing, and installation of systems of similar scope.

The Proposer shall have completed at least three Baggage Handling System projects greater than or equal to \$25,000,000 each over the last ten years that involve the installation and construction for screening machines, associated equipment, modifications to existing CBIS bag routing, addition of failsafe locations, etc. The scope of these projects can include the design, supply, fabrication, installation, baggage system controls, testing, commissioning, and start-up of operational and maintainable baggage inspection and handling systems.

The contractor shall be capable of meeting all bonding requirements for each of the five task orders negotiated/executed under the Master BHS Design-Build capacity-based contract agreement. Task Orders may range in value, dependent on federal grant funding awarded, the Master Contract capacity is anticipated to be \$500,000,000.

These Project Descriptions to be submitted with the Prequalification Application should contain the following information:

- Project name and date of completions
- Project scope of work
- Position on the project (Construction Manager, Prime General Contractor, Subcontractor, etc.)
- Reference contact information
- Project bid price
- Project completion price

Contact DOTI.Prequal@denvergov.org with any questions specifically related to 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 Narrative Contents as outlined in Section IV, including a DBE Equity, Diversity, and Inclusion Plan (DBE EDI Plan).

- Proposal Forms - all completed and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Proposal Declaration
 - Certification of Non-Segregated Facilities
 - Equal Opportunity Report Statement
 - Form W-9
 - Certificate of Good Standing

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

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

- Financial Forms (to be submitted as separate electronic files from the proposal)
 - Exhibit B – Core staff labor rates for professional services.

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I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility, and sustainability are inherent to the City and County of Denver (City)'s strategy to develop and maintain prosperous communities. Accordingly, these values are imbedded into all the City's procurement processes to ensure competitive procurements that offer equitable opportunities for all potential proposers, including greater contracted and significant participation for historically underutilized multicultural businesses to ensure Denver's long-term economic, social, and environmental health. Through equitable procurements, the City is committed to working to remove barriers and increase access to City contracting opportunities for all historically underutilized multicultural businesses, including participation by small businesses and those that are owned and controlled by historically underutilized multicultural businesses which shall include small businesses and those owned by minorities, women, veterans, LGBTQ+, and individuals living with disabilities as well as those in economically distressed or redlined neighborhoods. It is a primary value to promote economic equity by engaging a more diverse and inclusive community of vendors and contractors, both as prime and sub-contractors to address racial, socioeconomic and gender disparities. Through this promotion of equity, diversity, and inclusion, the City strives to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. It is the City's expectation that all successful proposers demonstrate their commitment to these 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 alignment with the City's values as it relates to its approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of equity, diversity, integrity, stewardship, innovation, and humanity. The City is looking for Proposers that have equity, diversity, and inclusion (EDI) embedded in their policies, procedures, practices, initiatives, and exhibit actionable results and ensures that of those that they partner with.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of and work with the historically underutilized community, separate from required certified goals; (c) environmental sustainability and (d) EDI and Equal Employment Opportunity (EEO) programs for staff.

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 September 2022 and has a scheduled duration of approximately five (5) 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**

1. **GENERAL INFORMATION**

DEN Special Projects is working to advance multiple Baggage Handling System (BHS) modernization / replacement projects through a Master Design-Build (D-B) Capacity-Based Request For Proposal (RFP). DEN's preferred project delivery method for this contract is design-build, and as such will require a team developed of design consultants, BHS specialized contractors, testing and commissioning professionals, and general construction contractors. Within this capacity-based contract there will be separate task orders requesting Guarantee Maximum Price (GMP) proposals for the below project scopes of work. The awarded proposer based on qualifications will be provided bridging documents (Design and Construction requirements- e.g., schematic design, technical specifications, project constraints, reference materials, and summary of work). The awarded D-B team will be required to submit proposals on each scope of work separately. DEN anticipates negotiating GMPs for each task order by late September 2022. This contract shall include but is not limited to the identified scopes of work: Transportation Security Administration (TSA) Recapitalization, BHS Controls Modernization, BHS Curbside Conveyors/Controls Replacement, Baggage Claim & Feed Conveyors Replacement, and BHS Inbound/Outbound Lifts Replacement.

Given the importance and readiness of these BHS Terminal projects, DEN has responded to the Federal Aviation Administration (FAA)'s Notice of Funding Opportunity submitting on four of the five scopes of work, TSA Recap Project is excluded, for the Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information Submittal. The approval of each scope of work is at the discretion of DEN and dependent on funding approvals received.

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

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

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

2. **TASK NOTICE FOR PROPOSAL (TNP)**

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

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

- A statement of the work to be accomplished
- Discussion of the implementation process to include the method of operation, type of equipment, key personnel, and subcontractors
- How quality of materials and workmanship will be established and maintained
- Any additional design requirements

- Special considerations
- Schedule and key milestones
- Work breakdown according to Construction Specifications Institute (CSI) divisions
- Quantities and units of work as well as man-hours and material cost per unit
- Mark-ups on labor, material, equipment, and subcontractors
- Costs for performance and payment bonds

3. PROJECT SCOPES OF WORK

TSA Recapitalization

This project includes Transport Security Administration (TSA) funding and will replace all existing (31) inline Explosive Detection Screening (EDS) Machines (CTX-9000) and associated equipment with 25 new Smith Detection CTX-9800 Screening Machines. The Contractor is required to perform the scope in compliance with the Planning Guidelines and Design Standards (PGDS).

The current Baggage Handling System (BHS) is divided into six separate Checked Baggage Inspection Systems (CBIS). The work under this scope will include the modification of two CBIS' to provide the capacity required for phasing. These two CBIS' will require modifications to the existing CBIS bag routing, which will include new bag routing to EDS machines and the addition of new failsafe locations. Modifications must be compliant with Airline operations and with consideration of any other potential ongoing projects at DEN.

The Contractor will be responsible to phase the work in a way to provide sufficient capacity during all stages of the project. The new work shall be fully integrated in the existing BHS and all interfaces to upstream and downstream systems are the responsibility of the Contractor. The new equipment will be updated with DEN's Intelligent Power Savings (IPS) functionality to save energy and extend equipment life, and updates to the existing control systems shall comply with PGDS 7.0 duplicate IATA and duplicate bag screening.

Screened bags that are not cleared within the CBIS are loaded on an existing Individual Carrier System (ICS) for further processing in a consolidated Checked Baggage Resolution Area (CBRA). These interfaces need to be maintained and changed as required to allow for continued operation in all phases of this project.

The Transportation Security Administration (TSA) Recapitalization Project has been planned with and approved by the TSA. It will be the leading project around which the other work scopes will have to be scheduled.

TSA Recap project is structured so that an entire module of the baggage handling system will be taken out of service while the work is being performed. DEN is proposing to take advantage of this phasing plan and replace all other end-of- life BHS components within the modules when they are out of service. These additional BHS replacement projects can be performed with scale and efficiency while minimizing the operational impact.

BHS Controls Modernization

This project will replace end-of-life equipment like transport conveyors, power turns, merges, high-speed diverters, motors and gearboxes, Automatic Tag Readers (ATR) and other end of life equipment. New maintenance catwalk and access ladders from Level 3 to Level 5 will need constructed for safe access to equipment. Equipment identified under this task will be demolished and replaced with new equipment.

New equipment will be updated with DEN's Intelligent Power Savings (IPS) functionality to save energy and extend equipment life. This work may also include some system layout changes to improve capacity and operations functionality like additional queue positions. Aging and end-of-life control system elements shall

be replaced with standard equipment with a published long-term support schedule (e.g., ControlNet). Control systems shall be brought to the same standard across the entire Baggage Handling System (BHS) to allow for the same airport wide O&M procedures, prevent different support standards and extend the useful life of the system. Interfaces to third parties like Bag Source Messages (BSM) providers shall be updated. New interfaces to provide Bag Processed Messages (BPM) shall be included. All new conveyors identified as essential shall be equipped with monitoring capabilities to check and report critical vitals.

An emulation system accurately representing all baggage handling system installations in the Terminal shall be provided at the airport. The emulation environment shall be used to verify all critical changes to the existing BHS prior to the installation. At the end of the project, the fully working emulation environment shall be handed over to Denver International Airport.

BHS Curbside Conveyor/Controls Replacement

This project will replace all existing conveyors from the curbside loading positions on Level 6 and Level 5 to the screening systems, including the stainless-steel conveyors visible to the public on the curbsides on Level 6 and Level 5. New maintenance catwalk and access ladders from Level 3 to Level 5 will need constructed for safe access to equipment. Aging and end-of-life control system elements shall be replaced with standard equipment with a published long-term support schedule (e.g., ControlNet). Control systems shall be brought to the same standard across the entire Baggage Handling System (BHS) to allow for the same airport wide O&M procedures, prevent different support standards and extend the useful life of the system. New equipment will be updated with DEN's Intelligent Power Savings (IPS) functionality to save energy and extend equipment life. All new conveyors identified as essential shall be equipped with monitoring capabilities to check and report critical vitals. The new installation will have to be compliant with current fire and smoke regulations, which will require the installation of new fire rated/security doors and potentially the construction of new building walls.

The project includes replacement of end-of-life equipment like transport conveyors, power turns, merges, high-speed diverters, motors and gearboxes, Automatic Tag Readers (ATR) and other end of life equipment. Equipment identified under this task will be demolished and replaced with new equipment.

Baggage Claim & Feed Conveyors Replacement

This project will replace the existing domestic and international inbound/claim system which includes 18 domestic claims, 6 ski claims, three international claims and one inbound oversize system. The scope includes the feeding conveyors running from Level 3 of the Terminal to Level 5. If necessary new floor openings on Level 5 need to be constructed and existing floor openings need to be filled in. The flooring on level 5 shall be modified as needed. New maintenance catwalk and access ladders from Level 3 to Level 5 will need constructed for safe access to equipment. Aging and end-of-life control system elements shall be replaced with standard equipment with a published long-term support schedule (e.g., ControlNet). Control systems shall be brought to the same standard across the entire Baggage Handling System (BHS) to allow for the same airport wide O&M procedures, prevent different support standards and extend the useful life of the system. New equipment will be updated with DEN's Intelligent Power Savings (IPS) functionality to save energy and extend equipment life. All new conveyors identified as essential shall be equipped with monitoring capabilities to check and report critical vitals. The new installation will have to be compliant with fire and smoke regulations, which will require the installation of new fire rated doors and potentially the construction of new building walls.

This project will also include replacement of end-of-life equipment like transport conveyors, power turns, merges, high-speed diverters, motors and gearboxes, Automatic Tag Readers (ATR) and other end of life equipment. Equipment identified under this task will be demolished and replaced with new equipment.

BHS Inbound/Outbound Lifts Replacement

Replace all 24 existing inbound and outbound lifts with new, higher capacity lifts and two (2) Specialized "Pet Lifts". The replacement lifts shall integrate into the existing automated BHS to provide baggage transportation connectivity between levels 3, 4, 5 and 6 of the Terminal. One lift needs to be extended to level 3 for consistency amongst the modules. Along with the oversize lift replacement, a new OS runout line shall be provided.

This work also includes conveyor modifications at the curbsides of Levels 5 and 6 at which is independent of other curbside modifications identified in separate business cases. Safe access to equipment will be implemented into this project by constructing new maintenance catwalks and access ladders from Level 3 up to Level 5. The control system elements have met their end-of-life expectancy and shall be replaced with standard equipment with a published long-term support schedule defined within the performance specifications. These Control systems shall be brought to the same standard to allow continuity across the entire Baggage Handling System (BHS) to allow for the same airport wide O&M procedures, prevent different support standards and extend the useful life of the system. All newly installed conveyors identified as essential shall be equipped with monitoring capabilities to check and report critical vitals. The new installation will have to be compliant with fire and smoke regulations, which will require the installation of new fire rated doors and potentially the construction of new building walls.

The Contractor will manage all aspects of the design and construction for these scopes of work, to include elements and systems related to the following disciplines:

- Structural
- Mechanical
- Electrical
- Plumbing
- Life safety
- Fire alarm
- Fire protection
- Controls and Automation
- Telecommunications
- Interior finishes
- Demolition
- Site surveying
- Site preparation
- Materials testing

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

- Planning
- Design
- Pre-construction services
- Scheduling
- Cost estimating
- Permitting
- Self-performance of work

- Subcontractor management
- Site supervision
- Quality control planning and management
- Testing and Commissioning of equipment
- Safety planning and management
- Coordination with DEN Project Manager
- Participating in construction update meetings

Other Baggage Handling System Work

In addition to the scopes of work described above, Contractor may be requested to perform other similar types of work related to the Baggage Handling System, including the design, construction, equipment acquisition, controls system, or other work whether or not included in one of the scopes described above.

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

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

III-5 Addenda

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

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

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

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

III-6 DEN Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal and prior to the final proposal deadline, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website. Proposer may also contact the DEN Contract Administrator, Shelley Berry by email at contract.procurement@flydenver.com to confirm all posted information.

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

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

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

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

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

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

involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

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

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

III-9 Confidentiality of Records

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

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

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

III-10 Proposer Agreements

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

III-11 Disadvantaged Business Enterprise (DBE) Participation

The City and County of Denver (City) is committed to advancing its vision of historically underutilized multicultural business equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which shall include certified small, disadvantaged, minority, and women-owned businesses (*as used in this document, historically underutilized multicultural business and small, minority, disadvantaged and women-owned businesses shall have the same meaning*). As stated in the City's Values Statement, the City will provide significant contracting opportunities among these businesses and ensure they benefit from the contract. Aligning with the City's Division of Small Business Opportunity ("DSBO") mission to strengthen the City's small, disadvantaged, minority, and women-owned business community, this contract's historically underutilized multicultural business engagement initiatives are intended as a part of the City's commitment to ensure small, disadvantaged, minority, and women-owned businesses are actively and impactfully participating throughout the life of the project. The City believes the EDI of these businesses is a best value in the procurement of its contracts, and the award of proposer(s) of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

The DBE EDI Plan is the Proposer's written approach and strategy to the overall administration of their DBE Program (including the expectations of all lower tier DBE subs). A draft DBE EDI Plan must be submitted with the proposal. The City will review and score each Proposer's submitted DBE EDI Plan. Upon approval by DSBO of the DBE EDI Plan, the Proposed DBE EDI Plan shall be referred to as the "Approved DBE EDI Plan." Any resulting contract execution will be conditioned on a DSBO-Approved DBE EDI Plan. Thereafter, the Contractor/Consultant may be required to prepare and submit to DSBO an updated DBE EDI Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration.

The contractor/consultant will be required to comply with Title 49 Code of Federal Regulation (CFR) Part 26, Divisions 1 and 3 of Article III of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), any DOT Rules and Regulations and the most current DSBO approved version of the DBE EDI Plan and the contents within such plan. Failure by the Contractor/Consultant awarded the contract to comply with 49 CFR Part 26, 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 Proposer is participating in a joint venture with a certified DBE 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 DBE portion of work the Joint Venture will count towards meeting the participation goal.
2. The Proposer shall include completed DSBO Form entitled: Commitment to DBE Participation and 1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers. The proposer shall submit a Commitment to DBE participation for the participation goal assigned to this project. The 1B- List of Proposed Subcontractors, Subconsultants, and/or Suppliers shall include identified firms that will be utilized on this project. The committed participation level will be inserted into the contract and the Proposer must comply during the life of the contract.

The DSBO Ordinance, DBE Directory and additional guidance is located on the Do Business with the City page at <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by email at dsbo@flydenver.com with specific questions related to compliance with 49 CFR Part 26, DSBO Ordinances, and Rule & Regulations.

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, a Core Staff Labor Rates Sheet, may be requested 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, a Core Staff Labor Rates Sheet, may be requested 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 a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
 - 4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

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

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

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

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

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

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

III-19 Airport Identification (ID) Badge Requirements

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

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

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

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

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

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

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

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

When an employee is terminated, the Contractor company shall immediately notify Airport Security. This notification must be followed by the return of the Airport ID Badge and written confirmation of this information. The Contractor company must recover Airport ID Badges from individuals whose employment at the Airport has been terminated. The Contractor company shall notify Airport Security in

writing when a subcontractor is no longer under the Contractor company's sponsorship. All Airport ID Badges must be returned to Airport Security.

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

III-20 Background Checks

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

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

III-21 Vehicles in the Secured Area

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

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

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

III-22 Violations

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

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

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

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

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic 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://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

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 have the option to inspect the work site and its surroundings. A site visit may be scheduled immediately following the Pre-Proposal Conference as indicated herein. Requests for site visits must be made at least ten (10) calendar days prior to the proposal due date, and any visit(s) must be requested via email to contract.procurement@flydenver.com. 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

Not Applicable

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 shall 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

Not Applicable

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 One Hundred Thousand Dollars (\$100,000.00). A bond rider will be required upon award to increase bond coverage up to the authorized amount for each awarded task. 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.

The contractor shall be capable of meeting all bonding requirements for each of the five task orders negotiated/executed under the Master BHS Design-Build capacity-based contract agreement. Task Orders may range in value, dependent on federal grant funding awarded, the Master Contract capacity is anticipated to be \$500,000,000.

III-34 Project Controls Requirements

Not Applicable

END OF ADMINISTRATIVE INFORMATION

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."

- III-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.
- III-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.
- III-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:

- TSA Recapitalization & BHS Modernization
- 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 in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.

- **The proposal narrative shall not exceed 30 pages.** This page limit does not include the cover letter, resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.
- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- **Exhibit B** shall be submitted separately from the main proposal

IV-3 Proposal Narrative Contents

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

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 shall 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 Narrative Content No. 5, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in 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.

Narrative Contents
1. Cost Effectiveness
2. DBE Equity, Diversity, and Inclusion Plan (DBE EDI Plan)
3. Understanding the Project
4. Proposed Work Plan and Approach
5. Key Personnel and Ability to Respond
6. Company Experience & Qualifications
7. Project Quality Management Approach
8. Additional Information

1. 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 DBE 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.

2. DBE Equity, Diversity, and Inclusion Plan (DBE EDI Plan)

The DBE EDI Plan is the Proposer's written approach and strategy to equity, diversity, and inclusion in the operation of their business as well as the overall administration of their DBE Program (including the expectations of the lower tier DBE contractors). Although DSBO will not assign DBE participation goals until after an offer is selected, a DBE EDI Plan must be submitted with the proposal. The City will review and score each Offeror(s) submitted DBE EDI Plan as part of the evaluation criteria.

Proposer's DBE EDI Plan shall describe what they have done to engage with historically underutilized businesses in their ongoing operations. The DBE EDI Plan and the engagement of such firms should be innovative, comprehensive, open, and transparent approach that makes a significant impact through the promotion of equity, diversity, and inclusion to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. This engagement may include, but is not limited to, utilization of historically underutilized businesses, mentor / protégé programs, prompt payment, workforce expansion, joint ventures, technical assistance, access to capital platforms and community outreach.

The Proposer shall describe how EDI has been promoted internally and rooted within their company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors/subconsultants.

Proposer's DBE EDI Plan should include, but is not limited to:

- A. An DBE Coordinator. Identify a DBE Coordinator that will have direct and independent access to the project manager and/or chief operating officer. This coordinator should be identified as key personnel and submitted with the Offeror package. This Coordinator will manage locally established DBE requirements for the Program including meeting local requirements and conformance to reporting requirements. The Coordinator will also manage outreach and development efforts to small, minority and women owned businesses to improve subconsulting/subcontracting opportunities and assist in the administration of the DBE EDI Plan. Please elaborate on experience the DBE Coordinator has related to: experience managing locally established subconsulting/subcontracting requirements in the city of Denver and state of Colorado. Experience should indicate success meeting local requirements and conformance to reporting requirements; experience managing outreach and development efforts to small and local businesses to improve subconsulting/subcontracting opportunities.

- B. DBE Utilization Strategies. Describe the strategies and tactics Proposer is and will use to increase the participation of new and existing DBE businesses in contracting opportunities.
- C. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to DBE businesses that helps move this next generation of small businesses forward. This assistance and/or guidance could include technical, financial, or support services to the DBE businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance assistance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.
- D. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles that will be used throughout the process to remove barriers in an effort to promote equity and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- E. Communication and Vendor Management. Describe the communication strategies and assistance Proposer is and will use with DBE businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.
- F. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both businesses and communities that they serve. Describe times when Proposer has been successful in promoting the participation of DBE businesses and/or any assistance provided to the DBE businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with an DBE firm (i.e., joint venture, performing as a subcontractor to an DBE etc.), technical assistance, access to capital platforms and community outreach.
- G. Proposer's Culture. Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.
- H. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

3. Understanding the Project

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

4. Proposed Work Plan and Approach

Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This shall 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. Also discuss contractor/subcontractor/supplier's procurement approaches with material and equipment purchases in current market conditions.

The Proposing team shall provide a phased approach to the required work which exhibits different options for consideration. The project phasing approach shall consider impacts to the existing infrastructure and how it best suits the Airport operations to include tenant operational needs.

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

5. Key Personnel and Ability to Respond

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

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

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor.

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

Exhibit B is to be submitted as a separate electronic file.

6. Company Experience & Qualifications

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects of similar scope and complexity 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. Please provide your experience of design-build team members working together and how the team integrates the design with the construction.

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

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

7. Project Quality Management Approach

Discuss your experience and approach to providing sound and effective Quality Management for both the design and construction of this project. Demonstrate and explain how the Project Quality Manager maintains independence from the design and construction production staff to maximize Project quality and quality program integrity for this project. Describe the team's approach to non-conforming items, document control, QA and QC management, and coordination/communication of quality management program. Explain the role of the Engineer of Record in the Quality Management Plan as well as describing how the Owner will be informed of quality management throughout the duration of the contract.

8. Additional Information

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

END OF PREPARATION OF PROPOSALS

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.

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.

V-2 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-3 Shortlisting and Interviews (If Necessary)

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

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

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

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

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

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

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

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

V-4 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-5 Evaluation Criteria

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

Evaluation Criteria	
1.	Cost Effectiveness
2.	DBE Equity, Diversity, and Inclusion Plan (DBE EDI Plan)
3.	Understanding the Project
4.	Proposed Work Plan and Approach
5.	Key Personnel and Ability to Respond
6.	Company Experience & Qualifications
7.	Project Quality Management Approach

END OF EVALUATION OF PROPOSALS

VI. 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 and is available for download at

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

SC-2 CONSTRUCTION DOCUMENTS

The City will provide the drawings, plans, and specifications applicable to the Work associated with each Task Order to the Contractor in electronic format at no expense to the Contractor.

SC-3 REVISIONS TO G.C. 201

The second sentence of GC 201 is amended to read: "The unit responsible for this management and control is the Airport Special Projects Office under the supervision of the Senior Vice President – Special Projects (the "SVP-SP").

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

In accordance with General Condition 212, the City's line of authority for administration of this Contract is:

Chief Executive Officer (CEO)
Airport Office Building
Executive Office, 9th Floor
8500 Peña Boulevard
Denver, CO 80249

Executive Vice President (EVP) – Chief Construction and Infrastructure Officer. Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249. For the purposes of this Contract, the EVP shall be the Deputy Manager pursuant to GC 109 unless otherwise specified by the CEO.

Senior Vice President - Special Projects, World Port building, 24735 E 75th Ave, Suite 104, Denver, CO 80249

"SVP-SP", or his or her designee, shall be the City's representative who has day to day administrative responsibility of this Contract. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the Project Manager assigned by the SVP-SP unless otherwise specified.

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

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

With respect to General Condition 501, the parties have expressly agreed that no subcontractor percentage is being set for this Contract however Contractor may not subcontract its overall management and administration of the Contract.

Title 5 – Subcontracts - is amended by the addition of the following as section General Condition 503:

The Contractor recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work which is fair and reasonable and, to the greatest extent practicable, is based on fair and open competition. As such, all Work, except for Work or Services included in the Contractor's Fee, the Contractor's General Conditions or Work performed by the Contractor with the prior written approval of the SVP-SP ("Self-Performed Work") shall be procured based upon competitive bids awarded to the lowest, responsive and qualified bidder and subcontracted to "Subcontractors" and "Suppliers," which may include Contractor Self-Performed Work in accordance with the General Conditions. Each Subcontractor and Supplier selection shall be reviewed by the City and the City reserves the right to reject any Subcontractor or Supplier in accordance with the terms and conditions of the General Conditions or in the event the City determines that the selection was not made after a competitive bid. Upon request of the Contractor as identified in the Task Order Proposal, the City may waive the competitive bid requirement of this Section with the express written approval of the SVP-SP.

SC-6 COOPERATION WITH OTHERS

The Task Orders 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.

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

The Contractor shall:

- (a) commence work under any issued Task Order within ten (10) calendar days after the date of the Task Order Notice to Proceed ("**NTP**"),
- (b) prosecute said Work diligently, and
- (c) complete the entire Work ready for use no later than the number of calendar days required in the Task Order and as provided in any Milestones or deadlines contained in the Task Order.

The time stated for completion shall include final cleanup of the premises or work site plus such extension or extensions of time as may be granted by the CEO in accordance with the provisions of these General Contract Conditions and Special Contract Conditions.

If as a request for a proposal for a Task Order has been issued by the City to the Contractor for pricing, the Contractor agrees to review and price the Task Order within fourteen (14) consecutive calendar days, or at number of calendar days mutually agreeable to the City and Contractor from the date on the request.

SC-8 TASK ORDER NOTICE TO PROCEED

Following the issuance of any fully executed Task Order hereunder and Task Order NTP, the Contractor shall commence Work within ten (10) consecutive calendar days of the date of the Task Order NTP; however, no Work will commence on any project until such time as the Contractor has complied with all administrative requirements for that particular project and the Contractor has satisfied all bonding requirements for the particular Task Order (see, for example, **SC-25**

PERFORMANCE AND PAYMENT BOND). Thereafter the Contractor shall prosecute the Work to be accomplished under the Task Order at such time and place as the Task Order directs and shall fully complete in every detail all specified work in accordance with the terms and conditions of the Task Order and the provisions of these General Contract Conditions and Special Contract Conditions.

SC-9 LIQUIDATED DAMAGES

The Work shall be prosecuted in accordance with the Construction Schedule established in each Task Order as may be amended via a Task Order Change Order. The Contractor shall anticipate situations which would cause any Subcontractor difficulty in completing its portion of the Work within the time described in the Construction Schedule, including any specified milestones and Substantial Completion date.

As also provided in the Contract, Article IV and GC 602, if the Work is not completed on or before the applicable milestone dates, as set forth in each Task Order, the Contractor shall pay to the City as Liquidated Damages, and not as a penalty, an amount to be set forth in each Task Order and as further provided in this Contract.

The Contractor may be issued one or more NTPs in the relevant Task Order to start Work. If issuance of the NTP is delayed, then the Liquidated Damages dates set forth in the table above shall be extended on a day for day basis until the NTP is issued.

SC-10 PRECONSTRUCTION MEETING

Prior to the issuance of the first Task Order and the start of such work, the Contractor, and the City shall meet and resolve any and all issues that may pertain to the understanding of the terms and conditions of the contract. Individual pre-construction meetings will be held at the City's discretion on each issued Task Order prior to issuance of a Task Order NTP for that Task Order.

SC-11 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. DEN Badging Rules and Regulations can be found on our website:

https://www.flydenver.com/about/badging/rules_and_regulations_governing_den_badgeholders

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

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

The importance of this special condition cannot be over-emphasized. Severe financial penalties as well as contract termination could result if airport perimeter security requirements are not strictly followed. The requirement to provide one hundred percent (100%) control and SUPERVISION of breaches in the airport's perimeter security boundary is absolute. At no time, during work and non-work hours shall any breaches in the airport's security PERIMETER be UNSUPERVISED and / or UNSECURED.

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

The Contractor will provide contract security guard services to maintain supervision of these openings. The security services must provide coverage to allow for lunch breaks, comfort breaks and etc. The security services **must** be obtained from the security guard company contracted with the City to provide security services at DEN as further directed by DEN.

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

The DEN Security Guard Contractor may change during the course of this Contract. The Contractor shall maintain a contractual or other needed relationship with the Security Guard Contractor

holding the most current contract with Denver International Airport to secure the required services and to ensure proper coordination of Contractor's work.

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-12 CONSTRUCTION ACCESS

The Work will be located in the Jeppesen Terminal at Denver International Airport.

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport, unless agreed to by the SVP-SP. Arrangements for transportation and parking for all of its and its subcontractor's employees will be the responsibility of the Contractor. The Task Order amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking.

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-13 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. It is anticipated that access will be required to the secure baggage handling area of the Terminal or after hours on the Level 5 and/or 6 curbside as approved by the City. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

SC-14 VENDORS AND SUPPLIERS

The Contractor shall provide the SVP-SP's office with a list of its equipment/material vendors and suppliers for each Task Order. Vendors or suppliers shall access the construction work areas via the Contractor's access route, described in each Task Order. All delivery vehicles are subject to search.

At its sole discretion, DEN may direct the Contractor to use certain equipment or material in order to ensure continuity of operations with DEN's existing or planned systems.

SC-15 COMMUNICATION DEVICES

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

SC-16 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-17 ATTORNEY'S FEES

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

SC-18 THIRD PARTY REVIEW

The City reserves the right to require third party validation of all prices and schedules. The City will contract and pay for the third-party validation review. If the validation, exposes a deviation of greater than 10% for price and schedule then the Contract shall review and readjust the price and schedule at no cost to the City.

SC-19 SUBCONTRACTOR RELEASES

Unless directed by the Executive Vice President referenced in SC-1, Contractors shall use the release form provided by the SVP and entitled Denver International Airport Partial Release or Partial Releases generated by Textura® for the purposes of GC 907 are also acceptable.

SC-20 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.

SC-21 APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS

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

Agency/Firm

DEN Contract Administrator
DEN Project Manager
DEN SVP
City Prevailing Wage

General Condition 902.3 is deleted in its entirety and the following replaces it:

As more fully set forth in the Task Order issued hereunder and unless otherwise specified in the Task Order, progress payments for performance of any Work shall be based on completed work estimates and shall be subject to the following requirements:

1. The Contractor shall submit a complete and separate application for payment for the Work estimates of each Task Order performed during the specified billing period in a form and format directed by the SVP-SP. If the SVP directs the use of the Textura® Construction Payment Management System (CPM System), then it also will be the payment mechanism to disburse payments to sub-contractors used on this Project. To the fullest possible within

the CPM System, the City shall be entitled to access, review, and store all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM 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 CPM 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

2. In accordance with General 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.
3. General Condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, is deleted in its entirety and replaced as follows:
 1. Beginning with the second payment application, each application shall be accompanied by a completed Contractor's Certification of Payment Form (CCP), listing all first-tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal.
 2. Unless a different method of application is required by the Task Order, each submitted estimate shall specify the percent of the Work complete. This percentage shall be certified by the SVP-SP or the Consulting Architect or Engineer, as appropriate.
 3. In the event that any Task Order contains work funded by both the TSA and FAA, Contractor's accounting shall separate the costs associated with the TSA-funded work and the FAA-funded work so that the City can accurately provide an accounting to those Federal agencies.
 4. Each estimate of work completed shall also specifically identify those DBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article XXXII of the Contract and 49 C.F.R. Part 26.
 5. Each estimate of work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts, accompanied by Contractor's Certifications of Payment, or by verified Partial Release of Claim forms from each subcontractor and supplier in the form and format provided by the SVP-SP upon contract Notice to Proceed. Each estimate of work completed shall also be accompanied by:
 - a. A written schedule of values, which set out the quantities and costs for the Project and
 - b. The SVP-SP, or as applicable, Consulting Architect's or Engineer's estimated

statement of the percentage of work completed for each line item of cost for which the City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.

4. The estimate of the percentage of estimate of work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The SVP-SP or the Consulting Architect, Program Manager, or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of work completed prior to any acceptance by the City.
 - a. The percentage of estimate of work complete shall be consistent with the Physical Percent of Work Complete reported in the project controls system for performance reporting. The contractor shall provide schedule and performance in accordance with SC-34 Project Controls Requirements and associated processes and systems for project controls
 - b. The contractor shall prepare and submit application for progress payment invoices that provide a breakdown of the payment aligned to the contractor work scope defined and organized by Program Work Breakdown Structure (WBS) in accordance with SC-34 Project Controls Requirements. The payment request organized by WBS shall be consistent with the percentage of work complete reported by WBS and supporting Integrated Master Schedule (IMS) progress reported in the project controls system. This is to ensure alignment of invoiced cost to the beneficial scope of work as organized and defined in the WBS.
5. The Contractor warrants that:
 - a. Title to work covered by an estimate of work completed will pass to the City by incorporation into the completed work;
 - b. Work covered by previous estimates of work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and
 - c. No work covered by an estimate of work completed will have been acquired by the Contractor, or any other person or entity performing work at the work site or furnishing materials or equipment for the Project and that no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
6. Approval of an estimate of work completed or actual payment shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
7. Unless otherwise directed by the EVP, Pursuant to General Condition 908, applications for

a reduction in retainage must be accompanied by Partial Release of Contractor forms from each subcontractor or supplier as referenced in SC-19.

8. The final estimate for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier, attached to these Special Conditions.
9. Receipt of Contractor's Certifications of Payment or Partial Lien Release forms by the City hereunder shall not act to impair the City's Obligations imposed by C.R.S. 38-26-107 or successor statute.
10. If the Contractor disputes a subcontractor's and/or supplier's entitlement to a portion of the previous month's payment, the Contractor need not submit a Contractor's Certificate of Payment or Partial Release for Contractors from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City copies of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor's determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor and/or supplier.

SC-22 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 "Change Notice" and "Task Order Change Notice."

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

SC-23 DESCRIPTION OF TASK ORDER/TASK ORDER NOTICE FOR PROPOSAL

If the SVP-SP provides the Contractor with a Task Notice for Proposal (TNP) that describes the services/work to be provided for any Task Order, the Contractor shall respond to the City's request for TNP within 2 working days by (1) visiting the proposed work site in the company of the SVP-SP or the SVP-SP's authorized representative, or (2) establishing verbal contact with the SVP-SP or the SVP-SP's authorized representative to further define the scope of the Work. The Contractor shall then furnish a work plan and guarantee maximum price (GMP) proposal to the SVP-SP for all work described in the TNP. Time for the submittal of the work plan and proposal shall be identified on the TNP. The Contractor shall submit to the SVP-SP requests for site inspections and other investigations as necessary for its preparation of a work plan and proposal.

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

- a statement of the work to be accomplished
- discussion of the implementation process to include the method of operation, type of equipment, key personnel, and subcontractors
- how quality of materials and workmanship will be established and maintained any additional design requirements
- special considerations schedule and key milestones

The work shall be broken down according to CSI Divisions. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. It shall be subject to negotiation with the SVP-SP. Mark-ups will be applied in accordance with the Contract Documents. Costs for performance and payment bonds will be included as a separate item. The City will review the work

plan proposal for completeness and negotiate conditions of performance with the Contractor. If suitable conditions of performance including price and time cannot be negotiated, a Task Order and Notice to Proceed will not be executed or if critical, may be performed on a time and material basis with the mark-ups included with this proposal applied. The City may utilize other means to procure the required work at any time.

Prior to submitting a work plan and GMP proposal, the Contractor shall inspect the work site and its surroundings. Requests for site visits shall be submitted to the SVP-SP. For purposes of the contract, it shall be conclusively presumed that the Contractor has made a thorough inspection of the site and has waived the right to claim extra payment or time extensions for conditions which would have been evident during that inspection. 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 Contractor at the time of submittal of the work plan and price proposal.

SC-24 TASK ORDER PROCESS TASK

ORDERS

Upon review of any Contractor pricing submittal made pursuant to a Task Notice for Proposal, the City may, at its sole discretion, direct that the work described in the Task Notice for Proposal and priced by the Contractor be completed by issuance of a Task Order to the Contractor or reject the pricing submittal.

The City reserves the right to issue such a Task Order, at the price (either lump sum or time and material) and under the terms of the Contractor's pricing submittal, at any time before the expiration 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Task Order is issued and the pricing submittal is not rejected within this period, the Contractor's pricing Proposal shall be deemed rejected by the City.

A Task Order shall not be issued and no work shall commence until such time as the Task Order is signed by the Contractor and all designated City officials and the Contractor has submitted a Payment and Performance Bond or Bond Change Rider for the Work satisfactory to the City Attorney and the CEO.

Upon issuance of a Task Order, the Contractor agrees to satisfactorily perform and complete all work or effort described in each issued Task Order or any subsequently issued Task Order Changes within the period of performance specified in the Task Order and Notice to Proceed plus such extensions of time as may be granted by the CEO in accordance with the provisions of this contract.

TASK ORDER CHANGES

In accordance with all terms and conditions provided for standard change orders under General Contract Conditions 1101 et seq. CHANGE ORDERS and ADJUSTMENT TO CONTRACT AMOUNT, the City may issue Change Orders providing for deletions, additions and modifications to the Work under a duly issued Task Order. Change Orders must be issued on a Change Order or Change Order Directive Form in the event of a conflict between GC 1104.2 and the markups submitted by the Contractor identified in the Schedule of Prices and Quantities, regarding any pay item identified in GC 1104.2, the markups and rates submitted by the Contractor in the Schedule of Prices and Quantities shall prevail.

TASK ORDER CLOSEOUT

After all work performed under each Task Order has been accepted hereunder, final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Contract Condition 910 FINAL ESTIMATE AND PAYMENT. Except that, with the consent of the contractor, legal advertisement, pursuant to Article 26, Colorado Revised Statutes as amended may be held for Task Orders which do not exceed Fifteen Thousand Dollars (\$15,000.00) until such time as several such projects are completed and eligible for legal advertisement.

CONTRACT CLOSE-OUT

Following final closeout of all Task Orders performed hereunder, the Contract shall proceed to final contract closeout. Final contract closeout shall be completed in accordance with all procedures, terms and conditions set forth in the General Conditions except that final settlement and release or retention will be made upon completion of each Task Order rather than contract completion. In addition, Contractor shall execute a Final Receipt and provide a final contract closeout.

SC-25**TASK ORDER DIRECTIVE**

A Task Order Directive is a written order, signed by the SVP-SP, which directs the Contractor to commence a Task Order prior to complete agreement on or execution of a Task Order.

Upon receipt of a Task Order Directive, the Contractor shall immediately sign the Task Order Directive and return it to the SVP-SP and shall immediately proceed with performing the Work. The Contractor, within fifteen (15) days after receiving the Task Order Directive, shall provide the SVP-SP with a complete and itemized proposal which includes the estimated increase or decrease in the Contract Amount and/or Contract Time attributable to the planned work.

In the event a Task Order Directive is issued, performance shall commence on a time and materials basis, as follows:

- a. The City will identify a cost estimate or a Not to Exceed lump sum for the Work described in the Task Order Directive. If the maximum cost of the Work to be performed under the Task Order Directive has not been agreed upon and reduced to writing in the actual Task Order Directive, the Contractor shall proceed with such Work on a Time and Material basis through completion of the Task Order Directive or until the cost of the Work has been agreed upon for the Task Order Directive.
- b. Whenever Work is performed on a Time and Material basis, the Contractor shall fully document all costs associated with such work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Contractor shall submit to the SVP-SP a daily itemization of all such costs in such form as the Project Manger may require.
- c. The final Task Order Directive amount performed on a Time and Material basis shall be calculated in accordance with the Schedule of Prices and Quantities indicated in this contract.

SC-26**DEFINITION OF WORK**

“Work”, as defined in General Condition 121, shall include all work under any Task Order or Task Order Directive.

SC-27**CHANGE DIRECTIVE**

The term “Change Directive” as used in this Contract, including the General Conditions, shall include a “Change Order Directive” and a “Task Order Change Order Directive”.

SC-28 SUBCONTRACTOR

The term “subcontractor” as defined in General Conditions 118 includes a labor pool.

SC-29 NOTICE TO PROCEED AND COMPLETION OF THE WORK

General Condition 302 is hereby deleted and replaced with the following:

1. A written Initial Notice to Proceed will be issued by the SVP-SP to initiate the Contract only, and such Initial Notice to Proceed is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. Thereafter, the SVP-SP may issue a Task Order and subsequent Task Order Notice To Proceed authorizing Work and/or mobilization.
2. Upon issuance of the Initial Notice to Proceed, the Contractor is allowed and authorized to incur reimbursable costs related to insurance not covered by the ROCIP, payment and performance bonds, and such other essential activities such as security access (vehicular access and personnel badging). Home office overhead, core staff and other allowable general conditions costs are not authorized under the initial Notice to Proceed.
3. Core staff and agreed upon general conditions’ costs are authorized and allowed only for the time Work is authorized pursuant to a Second or subsequent Notice to Proceed and Task Order issued by the SVP-SP. These costs, in part, are identified on Schedule of Prices and Quantities attached hereto, related to the rates and charges mutually agreed upon by City and Contractor. Requests for Task Order pricing proposals will not authorize the contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation and Task Order negotiation will not be reimbursable. Upon the final completion of Work under any subsequent Notice to Proceed, including a Second Notice to Proceed and/or Task Order, whichever is applicable, reimbursement for these costs expires unless otherwise agreed to in writing and authorized by the SVP-SP. Any costs which are not expressly agreed to by the SVP-SP shall be absorbed by the Contractor and shall be at the Contractor’s own risk.
4. If any milestones are described in the Contract Documents, the Work described by each milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time, or in the alternative, if a Task Order is issued for Work, than the Work shall be accomplished in accordance with the Task Order and completed within the time set forth by said Task Order.

SC-30 MOBILIZATION

The Contractor, upon issuance of a Task Order, shall submit a detailed mobilization plan to the SVP-SP, or the SVP-SP’s designee, setting forth the proposed location for mobilization, mobilization costs and equipment to be rented or purchased for the specific Work authorized. All such costs are subject to the approval of the SVP-SP, or the designee, and any equipment purchase or rental costs wherein the value of such equipment is paid for in excess of 90% of such value, then such equipment may, at the end of the Contract Time or Final Completion, whichever occurs earlier, become subject to ownership by the City (Airport) at City’s option. Further, such equipment shall be used solely by the Contractor for Work under this Contract unless otherwise authorized by the SVP-SP. Such equipment shall not be used for personal uses or activities.

SC-31 BONDS, SALES TAX, TEXTURA FEES, AND INSURANCE

Bonds, sales and use tax, Textura fees (if required), and insurance shall be paid at cost without mark up.

SC-32 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-33 PROJECT CONTROLS REQUIREMENTS

The SVP-SP shall specify the required project controls systems, applications, processes, and data structures used for managing and controlling the project. This shall serve as the integrated project controls platform used by the contractor for measuring and reporting performance on the project.

The integrated project controls platform shall be used for establishing and operating an integrated performance measurement baseline (PMB) for the project. The Contractor shall provide input to establish the contractor's entire scope of work into the project PMB. The contractor owned scope, with associated WBS, WBS Dictionary, critical path method schedule, time phased budget which may be maintained as a cost loaded schedule or a schedule of values as defined on a Task Order basis and supporting information shall be submitted to the SVP-SP and reviewed as part of an Integrated Baseline Review. The SVP-SP shall provide the agenda and criteria of the IBR to the contractor. The contractor shall come prepared to present the PMB information to the SVP-SP and resolve all questions or discrepancies identified by the SVP-SP. Upon successful completion of the IBR, the contractor's PMB shall be approved by the SVP-SP and established in the overall project PMB on the project controls systems for the project and managed under the SVP-SP's baseline change control process.

The PMB and associated cost or schedule forecasting, performance reporting, and baseline change request information shall be provided by the contractor to the SVP-SP and into the project controls platform system in accordance with the program's defined business rhythm and cadence.

The contractor shall provide performance reporting, progress measurement, baseline change control, variance analysis, data input, accruals, submittals, and other requests for input as defined by the SVP-SP to support an integrated program management methodology.

The Contractor shall provide the schedule baseline, progress, and other related schedule performance directly into the project's Integrated Master Schedule (IMS) as the single baseline schedule recognized and used for schedule performance as part of the overall PMB for the project.

The SVP-SP shall define required software needed to properly interface with the integrated project controls platform. For IMS and schedule interface, the Contractor shall provide qualified staff capable operating Primavera P6 v17 or acceptable alternative. Primavera P6 database or the acceptable alternative may be required by the SVP-SP for use by mutually agreed contractor staff.

The Contractor shall input schedule, performance reporting, performance measurement baseline, scope statement of work, invoicing and other performance related information into the project

controls platform systems such that the contractor performance on the project can be tracked and organized in alignment with the SVP-SP approved and maintained Program Work Breakdown Structure (WBS). All scope, cost, schedule, forecasting and invoicing shall align to the SVP-SP designated Work Breakdown Structure. The contractor's complete contractual scope of work shall be represented in the Program WBS and associated WBS Dictionary.

SC-34 General Conditions 311 is hereby deleted in its entirety and replaced with the following:

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

- A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "**Certification Ordinance**").
- B. The Contractor certifies that:
 - i. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
 - ii. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
 - iii. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
 - iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
 - vi. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

SC-35 FUND AVAILABILITY

Task Order approval and acceptance is contingent upon the availability of funding. Approved Task Orders issued under this contract will obligate funds.

END OF SPECIAL CONDITIONS

VII. ATTACHMENT 1, PROPOSAL FORMS

Attachment 1, Part 1 Proposal Acknowledgement Letter
City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

Chief Executive Officer
City and County of Denver
Business Management Services (Procurement) Office
Airport Office Building, Room 8810
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated April 22, 2022, for RFP NO. Project 202262907, 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**

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

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

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



CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

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

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

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

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

Signature _____ Title _____

Print Name _____

Date _____

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

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) _____ Print
ed Name

Secretary's Signature

Printed Name

Attachment 1, Part 5 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 6 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: _____

VIII. ATTACHMENT 2, DBE FORMS

DSBO/DBE 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 DBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the DBE 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-DBE PRIME:

The City and County of Denver has specified a _____% DBE Participation goal on this project. The Bidder/Proposer is committed to meeting _____% DBE Participation on the contract.

COMPLETE IF YOU ARE A DBE PRIME:

The City and County of Denver has specified a _____% DBE Participation goal on this project. The Bidder/Proposer is a certified DBE with the City and County of Denver and is committed to meeting _____% DBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____% DBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% DBE 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 with C.F.R. 49 part 26.

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

Bidder/Proposer (Name of Firm): _____

Firm's Representative: _____

Title: _____

Signature (Firm's Representative): _____

Date: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Email: _____



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

City & County of Denver Contract No.: _____

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

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. For DBE participation goals, DBE firms must be currently certified with the City and County of Denver or CDOT (Colorado UCP) . 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:	

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:		

IX. 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.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one 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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 on page 3.

Sign Here	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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

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?* on page 2 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 persons 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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. 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:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov 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.

X. **ATTACHMENT 4, INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS

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

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

EXHIBIT C

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

NOTICE OF CHANGE TO ROCIP: DEN reserves the right to terminate or modify the DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice in accordance with the terms and conditions of this Agreement.

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 ROCIP Insurance Manual Section 4. 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. These manuals are part of the Contract Documents.

[ROCIP Insurance Manual](#)

[ROCIP Safety Manual](#)

[ROCIP Claims Guide](#)

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

Contractor and subcontractors of any tier shall require all Ineligible Parties, as defined in ROCIP Insurance Manual Section 4 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) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.

- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

2.3 Coverage and Limits

2.3.1 Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual aggregate must be maintained.

- 2.3.1.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- 2.3.1.2 Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2.3.2 Business Automobile Liability

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

- 2.3.2.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- 2.3.2.3 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- 2.3.2.4 If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that one or both of the following coverages are maintained as appropriate: (i) Personal Automobile Liability including a Business Use Endorsement by the vehicle owner and (ii) Non-Owned Auto Liability by the Contractor.
- 2.3.2.5 If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is 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 Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

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 Cyber Liability

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

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 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.

2.3.7.1 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.

2.3.8 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:

- 2.3.8.1 Express written permission must be granted by DEN.
- 2.3.8.2 Express written permission must be granted by the Federal Aviation Administration (FAA).
- 2.3.8.3 Drone equipment must be properly registered with the FAA.
- 2.3.8.4 Drone operator(s) must be properly licensed by the FAA.
- 2.3.8.5 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.

2.3.9 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, if required), 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 (excluding Professional Liability, if required), 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.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

- 2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
- 2.7.4 In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

2.8 Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

2.9 Additional Provisions

- 2.9.1 Deductibles or any type of retention are the sole responsibility of the Contractor.
- 2.9.2 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.
- 2.9.3 Coverage required may not contain an exclusion related to operations on airport premises.
- 2.9.4 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 2.9.5 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.

- 2.9.6 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.
- 2.9.7 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.9.8 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 an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
- 2.9.9 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.
- 2.9.10 Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements 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.
- 2.9.11 The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.
- 2.9.12 No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
- 2.9.13 Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
- 2.9.14 Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

2.10 Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by 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 Ineligible Parties (as defined in ROCIP Insurance Manual Section 4). 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 ROCIP Insurance Manual Section 4.6 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)	\$20,000,000
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)	\$20,000,000
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 \$200,000,000 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. General 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 Marsh USA, Inc.
111 SW Columbia, Ste 500
Portland, OR 97201

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

3.9.3 Other Insurance Requirements

Enrolled Contractors shall adhere to the same minimum insurance requirements as stated in Section 2 of this exhibit, with the following exceptions:

- Commercial General Liability coverage requirement is Off Site Only

- Workers' Compensation and Employer's Liability coverage requirement is Off Site Only
- Contractor's Pollution Legal Liability is not required

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.

Ineligible/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 General 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 General 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.

- Scaffolding contractors (erecting and dismantling scopes of work 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 including companies providing supplemental services
- 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

- Temporary labor employees (individuals working directly for the Contractor and not procured through a third party such as a Professional Employer Organization)

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.

XI. 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 **save an electronic copy of the completed form and include the electronic 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.**

Click on the following link to access the on-line form:

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

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.

XII. 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)**

DESIGN-BUILD CONTRACT

THIS DESIGN-BUILD CONTRACT (“**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 (“**Choose an item**”) (collectively the “**Parties**”).

RECITALS

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City and the Transportation Security Administration (“**TSA**”) have entered into Other Transaction Agreements (“**OTA**”) in which TSA has agreed to pay DEN for certain costs associated with designing, procuring and installing updated baggage scanning equipment required by TSA; and

WHEREAS, the City has specified in the Request for Proposals certain other additional work to be accomplished during the design and construction associated with the equipment covered in the OTA along with certain proposed work that may be included in the work to be performed pursuant to this agreement at the City’s sole option; and

WHEREAS, some of the optional work may be paid for in whole or in part through funds received from the Federal Aviation Administration (“**FAA**”); and

WHEREAS, the City intends to undertake the Work pursuant to his Contract and the associated Request for Proposals (the “**Project**”) at DEN pursuant to a Design-Build Contract; and

WHEREAS, the City, has undertaken a complete proposal selection process including the public advertisement of the Request for Proposals to solicit and receive proposals for the design and construction of the Project pursuant to the City’s and the FAA’s procurement processes; and

WHEREAS, proposals in response to said advertisement were received by the Chief Executive Officer of DEN (the “**CEO**”) and, after review by the City and assessment of the proposals to identify a responsible proposer whose proposal presents the most advantageous proposal to the city, recommended that an agreement be made and entered into with Contractor, which was the best qualified proposer; and

WHEREAS, Contractor is qualified, willing, and able to perform the work in accordance with this Contract and has the present capacity to perform the Work specified herein; 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 Contract, the Parties agree as follows:

I. PROJECT SUMMARY

A. The Project is generally described as the design and construction services needed for the partial replacement of the DEN baggage system, which includes, but is not limited to, replacement of end-of-life equipment, components, and controls, installing scanning equipment required by TSA and connecting conveyers and systems chosen by DEN, and the possibility of additional work related to the baggage system's hardware and controls based upon funding and other considerations to be determined in the City's sole discretion. This Contract may be supported by multiple sources of Federal funds and Contractor will be required to account for expenditures separately for Task Orders funded by Federal funds. The recapitalization of TSA's existing baggage screening machines has been approved through an OTA, which will fund certain portions of the Work. The Scope Options, as defined below, include four potential baggage handling system terminal projects for which DEN has sought grant funding under the Federal Aviation Administration's (FAA) Notice of Funding Opportunity for the Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information Submittal. This Contract and Contractor's performance is subject to all Federal laws and regulations applicable to Federally-funded work. The specific work to be performed is set forth in this Contract, including documents to be issued in the future, such as Task Orders, plans, and specifications.

B. Contractor shall provide all required professional design services to prepare and obtain approval of all design documents, including technical specifications and contract drawings, as required to complete the Project within the City's overall schedule and budget.

C. Contractor shall provide all preconstruction and construction services required to complete construction of the Project pursuant to this Contract. Construction Services shall be performed by a general contractor licensed in the City and County of Denver and subcontractors and suppliers selected and paid by Contractor.

II. CONTRACT DOCUMENTS

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

- Contract
- Notice to Proceed
- Form of Final Receipt
- Building Information Modeling ("**BIM**") if applicable
- Change Directives
- Change Orders
- Task 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 Bonds (incorporated by reference)
- Exhibit H Payment Bonds (incorporated by reference)
- Exhibit I Scope of Work
- Exhibit J Technical Specifications (incorporated by reference and as amended)
- Exhibit K Contract Drawings (incorporated by reference and as amended)
- Exhibit L Request for Proposals including addenda
- Exhibit M Contractor’s Response to Request for Proposals
- Exhibit N Contractor’s EDI Plan

In the event of an irreconcilable conflict between a provision of Article I through XXXVII 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. Change Directives
4. Change Orders
5. Task 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 Scope of Work
12. Exhibit J Technical Specifications
13. Exhibit K Contract Drawings
14. Exhibit N Contractor’s EDI Plan
15. Exhibit L Request for Proposals
16. Exhibit M Contractor’s Response and Forms
17. Exhibit G Performance Bonds
18. Exhibit H Payment Bonds
19. Notice(s) to Proceed
20. Form of Final Receipt
21. Building Information Modeling (“**BIM**”) if applicable

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

Numerous exhibits or attachments, including the Technical Specifications and Contract Drawings, will be completed or finalized after execution of this Contract and are incorporated by

reference as specified above as if they were attached to this Contract at execution. The incorporation of such exhibits or attachments into this Contract shall be memorialized in one or more Change Orders or may be specified in a Task Order. To the extent these new versions supersede or conflict with older versions, the newer versions shall control and be considered the incorporated exhibit. Contractor shall identify discrepancies in the documents and shall bring them to the City's attention with a proposed resolution.

III. LINE OF AUTHORITY

The CEO, or his/her designee or successor in function, authorizes and directs all work performed under this Contract. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Senior Vice President - Special Projects (the "SVP"). The SVP will designate a Project Manager to coordinate activities under this Contract. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager's directions.

IV. SCOPE OF WORK, PROJECT DESCRIPTION AND TASK ORDERS

A. Scope of Work. The Contractor shall furnish all design, preconstruction and construction administration services, management, supervision and coordination; and all construction services, including management, supervision, quality assurance/control, coordination, labor, tools, supplies, equipment, materials and everything necessary and required for the design, construction and installation of the Work described in the Contract (the "Work") in accordance with the terms and conditions set forth in Contract, including **Exhibit I**, the plans and specifications and the Task Orders.

B. Program Development and Design Services. Contractor will provide all professional services required to complete the design of the Project, obtain the City's review and acceptance of the design, and obtain all required permits and other approvals, including all architectural, engineering, geotechnical, and any other design work necessary to accomplish the Project. Contractor's work shall comply with **Exhibit I** and all other requirements even if not shown or detailed in initial or other Contract Drawings and Technical Specifications provided to Contractor. The Contract Drawings and Technical Specifications also must comply with all applicable laws, rules, regulations, Executive Order 123, and DEN standards, including the Design Standards Manual.

C. Construction. Contractor will be the Construction Manager and General Contractor for the Work and will assume all responsibility for the performance of the Work in accordance with the Contract, including the plans, specifications, budgets and pricing, and schedule. Contractor agrees that failing to complete the Work in accordance with the terms set forth in the Contract will be considered a breach and may result in liquidated damages and the potential termination of this Contract.

D. Project Administration. Contractor shall facilitate coordination, communication and cooperation regarding its performance, including with the City, the City's other consultants, and any other relevant entities or stakeholders. Contractor shall be responsible for taking accurate

and comprehensive minutes of meetings regarding the Project. These minutes shall be in a format approved by the Project Manager and shall be issued to all attendees and those others designated by the City, within three business days after the meeting. Contractors shall deliver a monthly status report to the City describing the progress of the Project, including the status of design and/or construction, the status of the schedule and potential risks or issues, the status of the budget and potential risks or issues, and all assumptions, clarifications, exclusions, or value engineering issues. Contractor shall document the Cost of the Work as compared to the relevant Task Order GMP and shall report this information to the City at least monthly, including identifying separately by line item, any estimated costs of the Work not yet procured.

E. Task Orders. The Work may be performed in phases or parts designated in one or more task orders issued by the City under this Contract (“**Task Order(s)**”) and agreed to by Contractor. The terms of each Task Order may include but are not limited to specific scope of work, applicable plans and specifications, schedule, relevant deadlines, relevant milestones and associated Liquidated Damages, requirements for procuring subcontracted work, the Cost of the Work, and the applicable Task Order Guaranteed Maximum Price (“**Task Order GMP**”) for the Task Order. Contractor agrees to satisfactorily perform and complete all work described in each Task Order within the time and other requirements set forth in the Task Order and for the amount set forth as the Task Order GMP. The sum of the Task Order GMPs for all the Task Orders issued under this Contract may not exceed the Maximum Contract Amount.

F. Optional Work. Exhibit I contains certain individual scopes of work which may be performed by the Contractor at the sole option of the City (“**Scope Options**”). If the City elects to have Contractor perform any one or more of these Scope Options, such work shall be further specified in one or more Task Orders. Contractor is not entitled to or guaranteed any work pursuant to this Contract, including but not limited to the Scope Options. Scope Options are contingent, among other things, on the City having funding available for the work, including the receipt of Federal funding.

G. Task Order Completion. The City will make periodic payment as provided in this Contract, including General Condition 902, unless a different method of payment is specified in the relevant Task Order. Upon Substantial Completion of all Work performed under each Task Order, final close-out for that Task Order shall be made in accordance with the terms and conditions of Title 20 of the General Contract Conditions, as modified in the Special Conditions and unless otherwise specified in the Task Order.

H. Liquidated Damages. Each Task Order shall contain applicable and relevant milestones and Liquidated Damages for failure to achieve Substantial Completion of any milestone for which Liquidated Damages is specified. Each Task Order shall contain a Substantial Completion date for completion of all work pursuant to the Task Order with associated Liquidated Damages (except for Task Orders containing only Contractors OH). The City may set specific milestones and Liquidated Damages in its request for a Task Order proposal which shall become part of the Task Order and compliance with which shall be considered by Contractor in its proposal and performance of the Task Order. If the parties cannot agree on the relevant milestones, milestone dates and applicable liquidated damages, the City shall set them and Contractor shall

have an opportunity to review and modify its Task Order proposal, which may be reviewed and negotiated pursuant to the Task Order execution process.

V. REPRESENTATIONS AND WARRANTIES

Contractor expressly warrants and represents the following:

A. Contractor has been fully informed of and has thoroughly reviewed the objectives of the Project, any technical specifications and contract drawings created at the time of the Request for Proposals, the Scope of Work and all of the other Contract Documents, the City's general schedule and budget constraints, and all of the other Work required by Contractor set forth in this Contract. Contractor is ready, willing, and able to perform the Work required by this Contract, including within City's time and budget constraints. The City will rely on the Contractor's advice regarding the design, time, and budget and will understand the Contractor's silence to constitute its representation that any proposal or design not objected-to can be constructed within the City's time and budget constraints.

B. Contractor is familiar with the requirements for working at DEN and the location(s) of the Project, including the general physical site(s) of the work, access issues and restrictions, security and badging requirements, and other limitations and restrictions for working at DEN. City has provided geotechnical data but such data does not replace Contractor's obligation to perform its own Site inspection and any geotechnical investigation required to design and construct the Project.

C. Contractor accepts the relationship of trust and confidence established in this Contract. Contractor agrees to use Contractor's reasonable skills, efforts, and judgments in furthering the interests of the City regarding the Project. Contractor has an adequate supply of qualified and competent workers, and materials, to perform the work in the best, most expeditious, and most economical manner.

VI. PROFESSIONAL SERVICES STANDARD OF CARE AND PERFORMANCE

A. Contractor shall faithfully perform all services required by 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 will be required to create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the Work (collectively hereinafter referred to as the "**Design Deliverables**").

C. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, notices to proceed, and memoranda of policy furnished to it by the City.

D. If required by the City, Contractor shall develop Design Deliverables using Building Information Modeling ("**BIM**") as set forth in the Design Standards

Manual, which is incorporated herein by reference. Contractor will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-Contractors.

E. In performing all work under this Contract, Contractor shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Contractor’s sub-contractors, the City, the City’s consultants, related suppliers and subcontractors of any tier, and, at the City’s request, other adjacent projects at DEN.

F. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor contracts to perform any portion of the work under this Contract.

VII. TERM OF CONTRACT

A. **Term.** The Term of this Contract shall commence on the Effective Date and shall terminate five (5) years from the Effective Date unless terminated earlier in accordance with the Contract (the “**Term**”).

B. Contractor agrees to begin the performance of the Work under each Task Order required within ten (10) days after receiving a notice to proceed (“**Task Order Notice to Proceed**”) from the SVP and agrees to complete the Work in accordance with the Contract Documents within the time frame established for each Task Order. Contractor is not authorized to commence any Work prior to its receipt of a Task Order Notice to Proceed.

C. If, at the expiration of the Term, there remains any outstanding Work to be completed under a validly issued Task Order, the SVP, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of this Contract.

VIII. MAXIMUM CONTRACT AMOUNT AND TASK ORDER GMP

A. The City agrees to pay Contractor for the performance and completion of all of the Work required in this Contract, and Contractor agrees to accept this as its full and only compensation for its performance no more than **Five Hundred Million Dollars and Zero Cents (\$500,000,000.00)** (the “**Maximum Contract Amount**”), as adjusted by duly authorized Change Orders in accordance with this Contract. Contractor’s performance shall not subject the City to any cost, charge, or fee not specified in this Contract.

B. Each Task Order shall contain a maximum amount due and payable to the Contractor for the scope of work defined in the Task Order, the “**Task Order Guaranteed Maximum Price**” or “**Task Order GMP**” for that Task Order. Each Task Order GMP shall be calculated so that it includes all charges for the Cost of the Work, plus Contractor’s OH plus Contractor’s Fee, all as defined below. The Task Order GMP also shall include any Allowances, Contractor’s Contingency and Owner’s Contingency. At the close out of each Task Order, the final payment to Contractor for all work performed under the Task Order shall be the Task Order GMP less any unspent Allowances, Contractor’s Contingency and Owner’s Contingency. In the event any change orders increase or decrease the value of the Work pursuant to the Task Order the included Contractor’s OH and Contractor’s Fee shall be increased or decreased accordingly, and

any increase shall be no more than the percentage of Contractors OH and/or Contractor's Fee actually charged for the original Task Order work.

C. Allowances. Each Task Order GMP may include allowances applicable to the Work.

1. Materials and equipment under an allowance shall be selected promptly by the City to avoid delay in the Work.

2. Allowances shall cover the cost to Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.

3. Contractor's costs for unloading and handling at the Project site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However, Contractor's home office overhead and profit for all allowance items are included in Contractor's overhead and general conditions and Fee and are not in the allowance.

4. Overruns in an allowance because of the City's selections will first come from Owner's Contingency, if any, and if insufficient Owner's Contingency remains, the Contract shall be adjusted accordingly by Change Order. The amounts of the Change Orders shall reflect the difference between actual costs and the allowances. If actual costs exceed allowances, the change order shall include any applicable Contractor overhead and Fee associated with the increased actual costs in accordance with allowable Contractor Fee under this Contract.

5. Underruns in an allowance shall be returned to the City through reduction in the Cost of the Work, with applicable reductions in Contractor's overhead and Fee documented in a Change Order.

D. Cost of the Work. The term "**Cost of the Work**" shall consist of costs necessarily incurred in the proper performance of the professional services, including design and construction management work, and the construction Work, which shall be paid by the City to Contractor. Cost of the Work shall not include any Contractor's OH or Fee. Any allowable Contractor mark-up is included in Contractor's Fee. Cost of the Work shall consist of the following Contractor-incurred items set forth below:

1. Design and Preconstruction Costs. The costs incurred by Contractor based on a fixed price for the Work, approved hourly rates for Contractor's personnel on an actual hours worked basis plus any reimbursable expenses, or another basis specified in the Task Order, and including no multiplier or markup for overhead and profit.

2. Construction Labor. The actual cost of wages paid for field and office workers engaged in the performance of the Work at the Contractor's office or the Site or with the City's agreement at other offsite locations such as workshops. Wages and fringe benefits shall be paid at the applicable minimum rates established by the City pursuant to D.R.M.C. § 20-76 ("**Prevailing Wage Ordinance**") and as further provided in this

Contract. In the event the prevailing wage rates are increased as provided in this Contract and the Prevailing Wage Ordinance, these increases shall also be included as a Cost of the Work. These Labor costs shall include costs for payroll taxes, insurance, contributions, assessments, and fringe benefits such as sick leave, medical and health benefits, disability insurance, holidays, vacation, pension, and 401K or other retirement contributions provided such costs are based on wages and salaries included in the Cost of the Work. The initial Prevailing Wage Rate Schedule is attached as **Exhibit D**. Costs for materials and equipment shall be itemized separately and shall not be included in Direct Costs – Labor.

3. Material and Equipment. The actual costs, including transportation and storage and any sales and use taxes, paid by Contractor for all materials, supplies and equipment incorporated in the Work, including deposits when incurred and including the costs of transportation thereof. The City has the right to confirm the costs submitted do not exceed the Fair Market Value of such equipment and to pay only the Fair Market Value if the submitted costs exceed this amount.

4. Facility and Equipment Charges. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the Contractor whether rented from the Contractor or others, and the costs of transportation, installation, minor repairs and parts, replacements, dismantling or removal, and sales and use taxes. Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If Contractor and the City cannot agree on the salvage value of the above items, then they shall remain the property of the City and Contractor shall give no credit to the Cost of the Work. Contractor may institute a voluntary recycling program.

5. Subcontractors. Actual cost of payments properly made by Contractor to Subcontractors and Suppliers under subcontracts for performance of portions of the Work including insurance required by this Contract and bond premiums incurred.

6. Professional Services. Actual cost of payments made for architects, engineers and other consultants providing services to Contractor reasonably required to perform the Work, unless such services are to be provided to the Owner by the Owner's separate consultants.

7. Bonds and Insurance. The cost of the premiums for all bonds and insurance that Contractor is required by the City to procure outside of the ROCIP program and attributable to the Project.

8. The actual costs paid for sales and use taxes imposed by a governmental authority and related to the scope of work.

9. The actual costs of costs, fees or assessments for mock-ups, permits, licenses, testing commissioning costs, inspections and approvals, when required to be paid or performed by the Contractor.

10. Actual costs of software purchased or licensed, internet service, reproductions, postage and express delivery charges, and reasonable petty cash expenses of the site office used in connection with the Work.

11. Actual cost of removal of all debris and recyclable materials from the Site, with a reduction in cost or credit for all payments received for recyclable materials, less the cost of hauling.

12. Actual costs paid for mobilization, demobilization, rental, or other costs incurred for temporary construction including scaffolding, lifts, platforms, handrails, hold covers, fire extinguishers, toilets, dumpsters, laser scanning and VDCE equipment, surveying equipment, field office costs, temporary security and fire watch, temporary winterization, snow removal, cleanup and traffic control costs required to complete the Work.

13. Actual costs for temporary and permanent power as required.

14. Costs incurred due to any emergency affecting the safety of persons and property and related to the Work unless otherwise covered by insurance or reimbursable from a subcontractor or supplier, or unless such costs are due to the fault or negligence of Contractor or a subcontractor or Supplier of any tier.

E. Costs Not To Be Paid. Cost of the Work shall not include expenditures made for any of the following:

1. Salary and benefits of any of Contractor's officers, owners or members.
2. Salary and benefits of Contractor's employees not working on the Project.
3. Overhead, profit, and general expenses of any kind except as otherwise provided in this Contract.
4. Contract's capital expenses, including interest on capital employed for the work.
5. Expenses of Contractor's principal office and offices, other than a Site office.
6. Costs incurred by Contractor in situations where such costs may be covered by insurance or recoverable from a subcontractor or supplier, if Contractor failed to use its best efforts to obtain such insurance proceeds or recovery from the responsible subcontractor(s) or supplier(s).
7. Costs of insurance deductibles or charge backs related to insurance claims, whether under the ROCIP or Contractor's separate policies.

8. Costs of repairing, reworking, re-performing and/or retesting non-conforming or defective Work and/or any damage caused by such Work due to the Contractor and/or its subcontractors and suppliers.

9. Fines, penalties, or other similar impositions assessed or imposed by any governmental body or other authority arising from the acts or omissions of Contractor and/or its subcontractors and suppliers. Liquidated or actual damages imposed by the City for failure of the Contractor to comply with this Contract.

10. Costs related to Contractor's or any of its subcontractors' or suppliers' indemnification obligations under this or any other contract.

11. Expenses incurred for relocation and temporary living expenses of personnel required for the Work, or when such relocation is for the convenience of Contractor.

12. Any cost that would cause the Maximum Contract Amount to be exceeded.

13. Any costs not included in the Cost of Work definition in Article VII.C, above and not authorized in advance by the City.

F. Contractor's OH. Contractor's general overhead and general conditions expenses for the Project (the "**Contractor's OH**") shall be paid to Contractor at a rate not to exceed _____ Percent (____%) of the Cost of the Work. Contractor's OH shall be included in the Total Compensation paid to Contractor. The Contractor's OH shall be calculated based on the time and effort required of Contractor to manage the specified work, taking into account efficiencies gained because two or more Task Orders are being performed concurrently. In the alternative, the City and Contractor may execute one or more Task Orders providing for Contractor's OH to cover a specific period of time rather than specific work.

G. Contractor's Fee. The Contractor's fee (the "**Fee**") to be paid to Contractor shall be a flat fee agreed to by the Parties and set forth in each Task Order. The Contractor's fee is the amount payable to Contractor for profit and indirect overhead costs. The Contractor's fee shall not exceed _____ Percent (____%) of the Cost of the Work as specified in the initial Task Order GMP. Contractor's Fee shall not be increased by change orders which increase the Cost of the Work.

H. Use of Contingency and Allowances is Cost of the Work. An expenditure of Owner's Contingency shall be included as part of the Cost of the Work and shall not be calculated separately or subject to separate Contractor's OH or Fee amounts. Any Allowances actually spent within the definition of the Cost of the Work shall be included as a Cost of the Work and shall not be calculated separately or subject to separate Contractor's OH or Fee amounts. At the completion of each Task Order Project, the City will issue a Change Order deducting from the **Task Order GMP** any funds unspent from any Allowances, Contractor's Contingency, and Owner's Contingency.

IX. CONTINGENCY.

A. Contractor's Contingency. The Maximum Contract Amount includes funds which may be allocated by the Contractor as a Contractor's Contingency through a duly approved Change Order ("Contractor's Contingency").

1. Contractor's Contingency Accounting. During the course of the Work, some budget line items may exceed the estimated amounts and others may cost less than the amounts specified in a Task Order. Contractor may allocate Contractor's Contingency to budget overruns which are properly reimbursable as Cost of the Work, but not the basis for a Change Order, such as when the Work is unclear, incomplete or conflicting, additional resources are necessary to recover lost time to maintain the schedule, or delays caused by market conditions, labor disputes, abnormal weather or other similar costs if the delay is not the result of intentional or grossly negligent acts or the costs thereof are not recoverable from a subcontractor or third-party. These costs also may include, without limitation the costs to correct defective, nonconforming or damaged work unless such defective work is covered by insurance or is the result of intentional or grossly negligent acts and costs, including legal fees, for contractual disputes, with parties other than the City.

2. Notice. So the Parties can arrive at the most economical and schedule sensitive solution, Contractor will notify the City a minimum of five (5) business days prior to allocating Contractor's Contingency. If after waiting five (5) business days and seeking consultation from the City, Contractor may proceed with allocating Contractor's Contingency without authorization from the City. Contractor takes responsibility for ensuring all Contractor's Contingency use is allowable under the terms this Contract and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.

B. City's Contingency. The Maximum Contract Amount includes funds for the City's sole use as the "City's Contingency." The City's Contingency will be used at the sole discretion and approval of the City for items such as changes to the Scope of Work that are initiated and requested by the City, unforeseen conditions, and for overruns in allowances due to choices made by the City related to the allowance. The City's Contingency shall not be used for any other purpose other than changes initiated by the City. Any unused portion of the City's Contingency shall be returned to the City upon completion and/or expiration of this Contract.

X. PERSONNEL ASSIGNMENTS

A. Key Personnel. Contractor and its subcontractors performing professional services including design and engineering services and construction management shall assign all key personnel identified in this Contract to perform work under this Contract ("Key Personnel") unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

B. Removal of Personnel. If, during the Term of this Contract, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Consultant

or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Contract, the Project Manager shall notify Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable. With regard to removal because the conduct of Contractor's Personnel, whether Key Personnel or not, General Conditions 312 shall apply.

XI. VERIFIED STATEMENTS 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.

XII. 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 Section 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.

XIII. DEFENSE AND INDEMNIFICATION

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

B. Contractor's duty to defend and indemnify City 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 Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

XIV. 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.

XV. LIQUIDATED DAMAGES GENERALLY.

If Contractor fails to achieve Substantial Completion of any Work as specified in a Task Order as being subject to Liquidated Damages, 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 time set forth in the Special Conditions shall be as provided 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. NO DISCRIMINATION IN EMPLOYMENT

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

XXIV. COORDINATION OF SERVICES

Contractor agrees to perform its Work under this Contract in accordance with the operational requirements of DEN, TSA, and FAA 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. Contract shall perform the following coordination efforts:

A. Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.

B. Contractor shall throughout the Term of this Contract facilitate coordination, communication, and cooperation regarding its performance hereunder between the City, DEN, the and other City consultants and any affiliated entities. In addition, Contractor shall coordinate its efforts under this Contract with all involved governmental and regulatory entities.

C. Contractor shall be responsible for taking accurate and comprehensive minutes at all construction meetings attended by Contractor regarding the Project. Those minutes shall be prepared in a format approved by the Project Manager and issued to all attendees, as well as those other parties designated by the City, no later than three working days after the meeting. Unless approved in advance in writing by the Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

D. Contractor shall use its best efforts and take all necessary precautions to protect and prevent damage and/or disruption to all City facilities and equipment, and shall coordinate all ingress and egress requirements with appropriate persons and agencies

XXV. COMPLIANCE WITH ALL LAWS AND REGULATIONS.

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

B. Contractor shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards.

XXVI. PROMPT PAYMENT

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

B. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by 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 Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

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

XXVII. 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.

XXVIII. 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 Section 5.

XXIX. EXAMINATION OF RECORDS AND AUDITS

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

B. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or 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.

D. Review of Subcontracts and Subcontractors. Contractor shall provide the City with an executed copy of any subcontracts (including contracts with suppliers, materialmen or other vendors) including Change Orders or other documentation regarding scope and type of work entered into by Contractor in furtherance of the Work if specifically requested by the City. The City may audit the Subcontractor's books and records for the purpose of determining compliance

with progress payments, invoicing, and conformance with the Contract Documents and City, State or Federal law and regulations.

XXX. 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. Initial rates are contained in **Exhibit D**.

Date bid or proposal issuance was advertised [Click here to enter text.](#)

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.

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.

XXXI. 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.

XXXII. COMPLIANCE WITH DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. This Department of Transportation (DOT) 49 C.F.R. Part 26 (“Part 26”) applies to this Project and will be incorporated into any contract entered into by the City and contained in the City and County of Denver Bid Documents. It is the policy of DOT and the City to ensure non-discrimination in the award and administration of DOT-assisted contracts financed in whole or in part with Federal funds. Consequently, the Bidders must fully comply with the DBE requirements of Part 26 in bidding and performing hereunder.

B. Part 26 provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO). As such, each bidder must comply with the terms and conditions of the Part 26 in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder’s failure to comply with Part 26, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid non-responsive and may constitute cause for rejection.

C. In accordance with the requirements of the Part 26, the Contractor is committed to, at a minimum, meet the participation goal of seven percent (7%) established for this Project utilizing properly certified DBE subcontractors and suppliers.

D. In addition to DBE requirements, Contractor shall develop, receive approval from the City, and comply with an Equity, Diversity and Inclusiveness Plan (“**EDI Plan**”) as provided in the Request for Proposals. The initial approved EDI Plan is attached as **Exhibit N** and may be amended by mutual agreement of the Parties, in writing, without further amendment to this Contract.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

B. 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.

C. 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.

D. 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.

E. 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.

XXXVI. 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.

XXXVII. 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.

EXHIBIT A

FEDERAL CONSTRUCTION CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.3 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: [*sponsor must insert established goal*]

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good

faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is City and County of Denver, Colorado.

A3 BREACH OF CONTRACT TERMS

A3.3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [*Contractor* | *Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.3.1 BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal

Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark () or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (☐) or the letter “X”.

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS – GENERAL

A5.3.1 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

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.

A6.4.1 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.

A6.4.5 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).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.3 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.3 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND “ANTI-KICKBACK” ACT

A9.3 COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.3 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or

advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a

violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
 - (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
 - (4) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
 - (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
 - (ii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. Apprentices and Trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any

employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,

6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

A11.3.1 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.3.1 SOLICITATION LANGUAGE (SOLICITATIONS THAT INCLUDE A PROJECT GOAL)

Information Submitted as a matter of bidder responsiveness: The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.3.2 SOLICITATION LANGUAGE (RACE/GENDER NEUTRAL MEANS)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 PRIME CONTRACTS (PROJECTS COVERED BY A DBE PROGRAM)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING WHEN DRIVING

A13.3 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.3 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

A16.3.1 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it 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) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor 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 canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to

achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a

union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246. 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

The [*Contractor* | *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.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.3 CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION of SEGREGATED FACILITIES

A19.3 PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. 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.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.3 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

A22.3 RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

A23.3 PROFESSIONAL SERVICE AGREEMENTS FOR DESIGN

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23.3.2 CONSTRUCTION CONTRACTS

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.3 CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if

awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions-

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

A25.3.1 TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.

2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A25.3.2 TERMINATION FOR DEFAULT

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

A26.3 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

A27.3 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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.

Vendor Name – TBD

Contract No. 202262907

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 minority¹ and female utilization, and specific affirmative action steps set forth by the Office of Contract Compliance. The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

1. GOALS AND TIMETABLES:

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

**GOALS FOR MINORITY PARTICIPATION
FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 6.9%
Until Further Notice

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

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

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

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

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

3. NON-DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

A. Contractors Subject to these Bid Conditions:

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

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

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

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

B. Obligations Applicable to Contractors:

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

C. General Requirements

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

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

EXHIBIT F

City and County of Denver



DENVER
THE MILE HIGH CITY

DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS

**STANDARD SPECIFICATIONS FOR
CONSTRUCTION
GENERAL CONTRACT CONDITIONS**

2011 Edition

Statement

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XIII. ATTACHMENT 8, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

Please submit a Certificate of Good Standing
from the Office of the Secretary of the State of Colorado
for the proposing entity.

XIV. ATTACHMENT 9, PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Bidder name], a corporation organized under the laws of the State of _____ [Bidder state], hereinafter referred to as the "Contractor" and _____ [Bond issuer], a corporation organized under the laws of the State of _____ [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 _____ [Bid amount text] Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **202262907, TSA Recapitalization and BHS Modernization**, 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)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

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

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bonding company name], a corporation organized under the laws of the State of _____ [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 _____ [Proposal amount text] Dollars (\$ _____), 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.

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 Contract No. _____ 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]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____
day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

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

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

XV. ATTACHMENT 10, PREVAILING WAGES

PREVAILING WAGE

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.



EXHIBIT D

PLANE-202262907

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220020
Superseded General Decision No. CO20210020
Modification No. 3
Publication Date: 02/25/2022
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20220020 02/25/2022

Superseded General Decision Number: CO20210020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022

ASBE0028-002 07/01/2019

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

CARP0055-002 11/01/2019

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

CARP1607-001 06/01/2020

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

ELEC0068-012 06/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 39.75	17.27

ELEV0025-001 01/01/2022

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

FOOTNOTE:

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

ENGI0009-017 05/01/2021

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

POWER EQUIPMENT OPERATOR
(Crane)

141 tons and over.....	\$ 35.17	12.35
50 tons and under.....	\$ 31.70	12.35
51 to 90 tons.....	\$ 31.97	12.35
91 to 140 tons.....	\$ 33.05	12.35

IRON0024-009 12/01/2021

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

IRON0024-010 12/01/2021

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

PAIN0079-006 08/01/2017

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

PAIN0079-007 08/01/2017

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

PAIN0419-001 07/01/2016

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

PAIN0930-002 07/01/2021

	Rates	Fringes
GLAZIER.....	\$ 31.92	11.74

PLUM0003-009 06/01/2021

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 39.53	18.52

PLUM0208-008 01/01/2021

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

PIPEFITTER (Includes HVAC
Pipe and Unit Installation;
Excludes HVAC Duct
Installation).....\$ 37.55 17.88

SFCO0669-002 01/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....\$ 39.59	39.59	25.74

SHEE0009-004 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....\$ 36.45	36.45	20.15

* SUCO2013-006 07/31/2015

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

OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71 **	0.00

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

=====

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

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

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

EXHIBIT M

CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSALS



CONSTRUCTION

MAY 19, 2022

A long-exposure photograph of the Denver International Airport at dusk. The iconic white, tent-like roof structure is illuminated from within, creating a warm glow. Below the terminal, a multi-level highway interchange is visible, with red and white light trails from cars indicating traffic flow. The sky is a deep purple and blue, suggesting twilight.

DENVER INTERNATIONAL AIRPORT (DEN)

RFP FOR TSA RECAPITALIZATION AND BHS MODERNIZATION

RFP No. 202262907



CONSTRUCTION

DEN PROPOSAL FORMS





May 13, 2022

Ms. Valerie Hernandez
PCL Construction Services, Inc.
2000 South Colorado Boulevard
Tower Two, Suite 2-500
Denver, CO 80222

Dear Ms. Hernandez:

The Contractors Prequalification Board has reviewed the Project Specific Permission Application submitted by your firm. The Board has recommended that your firm be allowed to submit a proposal on the upcoming **TSA Recapitalization and BHS Modernization Project in Specialty Category, Checked Baggage Inspection System (CBIS) at DEN (Contract No. 202262907) on May 19, 2022.** The Executive Director of the Department of Aviation and I have reviewed the recommendation and agree with the Board.

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

We appreciate your interest in bidding on City and County of Denver contracts and look forward to working with you in the future. Should you have any questions concerning the prequalification process, do not hesitate to contact us at doti.prequal@denvergov.org.

Sincerely,

Adam Rhipps, Executive Director
Department of Transportation & Infrastructure

cc: Prequalification Board File

City and County of Denver Department of Transportation & Infrastructure
Office of the Executive Director
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720-865-8630



April 29, 2022

Ms. Valerie Hernandez
PCL Construction Services, Inc.
2000 South Colorado Boulevard
Tower Two, Suite 2-500
Denver, CO 80222

Dear Ms. Hernandez:

The Contractor's Prequalification Board has reviewed the application submitted by your firm. The Board has recommended that your firm be allowed to bid City and County of Denver construction projects requiring approval in the following categories **1A-Heavy Civil at \$50,000,000.00, 2A-General Building - Unoccupied at \$50,000,000.00, 2B-General Building - Occupied at \$50,000,000.00**. The Executive Director of the Department of Aviation and I have reviewed the recommendation and approve your prequalification. Your firm will not need to prequalify for bids that open prior to April 30, 2023.

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

We appreciate your interest in bidding on City and County of Denver contracts and look forward to working with you in the future. Should you have any questions concerning the prequalification process, do not hesitate to contact us at 720.865.2539.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Phipps".

Adam Phipps, Executive Director
Department of Transportation & Infrastructure

cc: Prequalification Board File

City and County of Denver Department of Transportation & Infrastructure
Office of the Executive Director
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720-865-8630

VII. ATTACHMENT 1, PROPOSAL FORMS**Attachment 1, Part 1 Proposal Acknowledgement Letter****City and County of Denver****Denver International Airport**Proposer: PCL Construction Services, Inc. Date: May 19, 2022Chief Executive Officer
City and County of Denver
Business Management Services (Procurement) Office
Airport Office Building, Room 8810
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated April 22, 2022, for RFP NO. Project 202262907, 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 No. 1, 2, 3, 4 and 5

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: Ryan SchmidtProposer's Business Address: 2000 South Colorado Blvd., Ste 2-500, Denver, CO 80222E-mail address: rpschmidt@pcl.com

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: PCL Construction Services, Inc

Proposer Address: 2000 South Colorado Blvd Suite 2-500, Denver CO 80222

Phone: 303-365- 6598 Fax N/A

Email: rpschmidt@pcl.com

Federal Identification Number: 84-0957552 / Duns No. 13-085-6909

Principal in Charge (Name & Title): Ryan Schmidt, District Manager

Project Manager for this RFP (Name & Title): David Campbell, Project Executive

Equal Employment Opportunity Officer: Michelle Curry

Name(s) of Professional and Public Liability Insurance Carrier(s):
Broker: Aon Risk Services Central, Inc. and Marsh USA Inc.

Insurance: Old Republic Insurance Company and Indian Harbor Insurance

**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: Colorado

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):
License No. 10664 / City and County of Denver, Community Planning and Development / 05/31/2024

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 District Manager

Print Name Ryan Schmidt

Date May 19, 2022

City and County of Denver
Community Planning and Development
www.denvergov.org/contractor_licensing

License/Registration Number: LIC10664
Expiration Date: 05/31/2024
License Type: General Contractor - Class A

E-Licensing

Issued To:

**By Authority of the Executive Director of
Community Planning and Development**

PCL CONSTRUCTION SERVICES INC
2000 S COLORADO BLVD TOWER 2
DENVER, CO 80222

Amount	Fund/Org/Revenue Code	Payment Date	Trans #	Status
\$250.00	R351800-*-01010-0141200	05/25/2021	7955363	Paid

RENEWAL INFORMATION


Renewal notices will be e-mailed to e-mail address on file.
Renewal information is available at www.denvergov.org/Contractor_Licensing.

INSPECTION INFORMATION

Inspection requests called in by 12:00 a.m. will usually be scheduled for the following working day.
Please provide the following information when you call for an inspection:
√ Permit number
√ Type of inspection and inspection code
Automated Inspection Request System: 720-865-2501
Inspections are performed Monday through Friday.

Wallet Contractor ID Card: MUST BE KEPT IN YOUR POSSESSION AT ALL TIMES.

Cut on outside of line, then fold in half.

<p>City and County of Denver</p> <p>IDENTIFICATION CARD</p> <p>E-Licensing</p> <p>License/Registration LIC10664</p> <p>No.:</p> <p>This is to certify that PCL CONSTRUCTION SERVICES INC has been issued a General Contractor - Class A license in the City and County of Denver, beginning on 25 May 2021 and ending on 31 May 2024, unless license is revoked.</p> <p style="text-align: right;"><u>By Authority of the Executive Director of Community Planning and Development</u></p>	<p>City and County of Denver</p> <p>Community Planning and Development</p> <p>201 W COLFAX AVE DEPT 205</p> <p>DENVER, COLORADO 80202</p>  <p>DENVER THE MILE HIGH CITY</p> <p>Licenses & Certificates: 720.865.2770</p> <p>Permit Counter: 720.865.2720</p> <p>Inspection Administration: 720.865.2505</p> <p>Automated Inspection Request: 720.865.2501</p>
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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,

PCL CONSTRUCTION SERVICES, INC.

is a

Corporation

formed or registered on 07/25/1984 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871581074 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/16/2022 that have been posted, and by documents delivered to this office electronically through 05/17/2022 @ 20:57:22 .

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 05/17/2022 @ 20:57:22 in accordance with applicable law. This certificate is assigned Confirmation Number 14028605 .



A handwritten signature in blue ink that reads "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> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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

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

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

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

Signature N/A 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.

The litigation history for the Denver District of PCL Construction Services, Inc. is attached hereto. PCL Construction Services, Inc., can affirm that it 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.

LITIGATION HISTORY
PCL CONSTRUCTION SERVICES, INC (2017 - Current)

DISTRICT	Type of Action	Date of Action	Docket/Case No.	Name of Court/Forum	Names of Parties	Statement of Matter	Status-Outcome
Denver	Litigation	4/18/2017	2017CV30518	DISTRICT COURT, COUNTY OF DENVER, STATE OF COLORADO	Bighorn Plastering of Colorado, Inc. v. PCL Construction Services, Inc.	Counterclaim from claim by subrogee of PCL	Settled
Denver	Litigation	8/23/2017	Case# 2017CV30203	Eagle County Court, CO	LUDVIK ELECTRIC CO, etc., Ptf. vs. LION VAIL LLC, etc., et al., Dfts.	Subcontractor dispute	Settled
Denver	Litigation	9/12/2017	Case # 2017CV30090	Pitkin County Court, CO	SACHA HINDERBERGER, Ptf. vs. PCL CONSTRUCTION SERVICES, INC., Dft.	Personal injury claim	Settled
Denver	Claim/REA	3/8/2018	Claim #9260157029-001	NA	250 Columbine Street v. PCL Construction Services, Inc.	250 Columbine Project - Construction installation/design requiring reconstruction/repair to several balconies.	Settled
Denver	Litigation	7/23/2018	Case # 2018CV30622	Boulder County District Court, CO	CPI/MA 9SEVENTY OWNER LLC, ETC., PLTF. vs. PCL CONSTRUCTION SERVICES, INC., ETC., ET AL., DFTS.	Construction defect claim	Settled
Denver	Litigation	9/12/2018	Case # 2018CV32962	Denver County District Court, CO	Denver Transit Constructors, LLC v. PCL Construction Services, Inc. v. Alliance Glazing Technologies, Inc.	Construction Defect. RTD FasTracks - Eagle Project: Pedestrian Bridges and Elevator Shafts	Settled
Denver	Litigation	8/30/2019	Case # 2019CV33368	Denver County District Court, CO	PCL Construction Services, Inc v. Monarch Growth Inc, Monarch Casino & Resort, Inc., and Monarch Black Hawk, Inc.	Owner nonpayment and interference.	Pending
Denver	Litigation	10/21/2019	Case # 2019CV30018	Pitkin County District Court, CO	WIM 508 LLC v. COOPER STREET DEVELOPMENT, LLC, BILL POSS AND ASSOCIATES, ARCHITECTURE AND PLANNING, P.C. d/b/a POSS ARCHITECTURE + PLANNING, IKE KLIGERMAN BARKLEY ARCHITECTS, PCL CONSTRUCTION SERVICES, INC., CLIMATE CONTROL COMPANY OF GLENWOOD SPRINGS, and ARCHITECTURAL ENGINEERING CONSULTANTS, INC..	Construction Defect Claim	Pending
Denver	Litigation	1/28/2022	Case # 2022DCL00545	Cameron County 107th District Court, TX	Bighorn Construction and Reclamation, LLC v. PCL Construction Services, Inc.; Federal Insurance Company; Travelers Casualty and Surety Company of America; Berkshire Hathway Specialty Insurance Company; and Liberty Mutual Insurance Company.	A subcontractor placed in default by PCL recorded a lien against a private construction project. PCL bonded over the lien, then the subcontractor filed suit against PCL and its bond sureties. PCL filed a response to the claim to have this removed to arbitration.	Pending

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 19 day of May, 2022.

Proposer Company Name: PCL Construction Services, Inc.

Proposer Business Address: 2000 South Colorado Blvd., Ste 2-500

City, State, Zip Code: Denver, CO 80222

Telephone Number: 303-365-6598

Fax Number: N/A

Social Security or Employer ID No.: 84-0957552 / Duns No. 13-085-6909



PROPOSER'S SIGNATURE:

Ryan Schmidt

Ryan Schmidt rint
ed Name

David Clarke
Secretary's Signature

David Clarke
Printed Name

Attachment 1, Part 5 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: May 19, 2022Proposer Company Name: PCL Construction Services, Inc.By: Ryan SchmidtTitle: District Manager

Attachment 1, Part 6 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: May 19, 2022

Proposer Company: PCL Construction Services, Inc.

By: Ryan Schmidt

Title: District Manager

VIII. ATTACHMENT 2, DBE FORMS

DSBO/DBE 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 DBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the DBE 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-DBE PRIME:

The City and County of Denver has specified a 9 % DBE Participation goal on this project. The Bidder/Proposer is committed to meeting 9 % DBE Participation on the contract.

COMPLETE IF YOU ARE A DBE PRIME:

The City and County of Denver has specified a _____ % DBE Participation goal on this project. The Bidder/Proposer is a certified DBE with the City and County of Denver and is committed to meeting _____ % DBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____ % DBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____ % DBE 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 with C.F.R. 49 part 26.

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

Bidder/Proposer (Name of Firm): PCL Construction Services, Inc.

Firm's Representative: Ryan Schmidt

Title: District Manager

Signature (Firm's Representative):

A handwritten signature in black ink, appearing to read "Ryan Schmidt", is written over a horizontal line.

Date: 5/19/2022

Address: 2000 South Colorado Blvd., Ste 2-500

City: Denver

State: CO

Zip: 80222

Phone: (303) 365-6598

Email: rpschmidt@pcl.com



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

City & County of Denver Contract No.: 202262907

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

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. For DBE participation goals, DBE firms must be currently certified with the City and County of Denver or CDOT (Colorado UCP) . 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: PCL Construction Services, Inc	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Ryan Schmidt		
Signature: 	Date: 5/19/2022	
Address: 2000 South Colorado Blvd., Ste 2-500		
City: Denver	State: CO	Zip: 80222
Phone: (303) 365-6598	Email: rpschmidt@pcl.com	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: Iron Horse Architects	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:		
Phone: 720-855-7572	Email: virginia.mcallister@ironhorse.email	
Type of Service: Design Principal in Charge, Architect of Record		

Name of Firm: Burgess Services	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Denise Burgess		
Phone: 303-745-0883	Email: deniseb@burgessservices.com	
Type of Service: Principal-in-Charge of Design and Construction Integration and Stakeholder Engagement.		

Name of Firm: ZANN, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Suzanne Arkle		
Phone: 720.324.8580	Email: suzanne@zanninc.com	
Type of Service: DBE Outreach and Compliance		



Name of Firm: HCL Engineering	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: J. Lloyd Herrera, P.E.	
Phone: 303.773.1605 x2101	Email: Jherrera@HCLengineering.com
Type of Service: Structural Engineering	

Name of Firm: Burns & McDonnell	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Nathan Sims	
Phone: 682-990-8388	Email: nasims@burnsmcd.com
Type of Service: MEP Engineering	

Name of Firm: PK Electrical, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Alan Wiskus	
Phone: 720.481.3290 ext 3160	Email: awiskus@pkelectrical.com>
Type of Service: Electrical Engineering Support	

Name of Firm: Ramirez, Johnson, and Associates (RJA)Engineering	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Scott K. Zimmerman, PE	
Phone: 720.598.0774	Email: scott@rja-eng.com
Type of Service: Mechanical & Plumbing Engineering Support	

Name of Firm: Civil Technology	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Abdul Shanwar	
Phone: (303) 292-0348	Email: abdul.shanwar@civiltechnology.com
Type of Service: Field QA/QC/Shutdown Coordination	

Name of Firm: Group 14	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Nick Buike	
Phone: 720-221-1082	Email: NBuike@group14eng.com
Type of Service: Commissioning	

Name of Firm: Digital Building Services	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Lance G. Olsen	
Phone: 352-455-6140	Email: lolson@dbuilds.com
Type of Service: BIM Scanning Support	

Name of Firm: BNP Associates	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Cal Trudeau	
Phone: (303) 961-3544	Email: ctrudeau@bnpassociates.com
Type of Service: BHS System Designer	



Name of Firm: Jensen Hughes	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Scott Craig	
Phone: 720-499-1823	Email: scraig@jensenhughes.com
Type of Service: Fire/Life Safety	

Name of Firm: Motion Design	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Ed Balderas	
Phone: 303-916-5138 Cell	Email: e.balderas@motiondllc.com
Type of Service: Baggage Handling System Support / CADD support	

Name of Firm: S.A. Miro, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: David W. Lewis	
Phone: 720-407-1008	Email: dlewis@samiro.com
Type of Service: Structural Engineering	

Name of Firm: Shrewsberry	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Eric Rolle	
Phone: 720.961.5023	Email: erolle@shrewsusa.com
Type of Service: Project Quality Manager	

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:	

IX. 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 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PCL Construction Services, 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 2000 S. Colorado Blvd., Suite 2-500	Requester's name and address (optional)
6 City, state, and ZIP code Denver, CO 80222	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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or													
Employer identification number													
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8	4	-	0	9	5	7	5	5	2				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>April 26, 2022</u>
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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.

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.

05/18/22

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Reference #	202262907
Status	Complete
Business Email Address	RPSchmidt@PCL.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation.	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	TSA Recapitalization and BHS Modifications
Solicitation No. (Check Below if Not Applicable)	202262907
Name of Your Company	PCL Construction Services, Inc.
What Industry is Your Business?	Construction/Landscape/Maintenance Services
Address	2000 S Colorado Blvd., Suite 2-500
City	Denver
State	Colorado
Zip Code	80222
Business Phone Number	3033656500
1. How many employees does your company employ?	Over 100
Number of Full Time:	179
Number of Part Time:	0
2. Do you have a Diversity and Inclusiveness Program?	Yes
2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities?	Yes
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an	annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)

05/18/22

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PCL values diversity in our clients, projects, workforce, and business partners. We recognize our role our power and our obligation to dismantle barriers to inclusion in underserved communities. We acknowledge our privilege and take seriously our responsibilities to foster a culture committed to anti-racist values and more importantly, *actions*. We reject racism in all its forms and will be a leader in our industry, which is historically white and male to transform how we build *structures* to include building *community*, both internally through our policies and externally through the opportunities we can provide. We are at the beginning of our equity journey but we are committed to each step. At PCL, we *choose to include*.

We integrate inclusivity into every level of our company. We recognize that inclusive practices within our workforce and business partnerships position PCL to advance and sustain our position as a world-class builder by leveraging diverse talent and expertise, backgrounds, and perspectives. Across our organization, our business units employ best practices to meet the diversity, equity and inclusion objectives of PCL, as well as of the clients and communities we serve.

Diversity, equity and Inclusion practices align with the core values and guiding principles of our company and have been

05/18/22

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underway for a number of years. Our Diversity, equity and inclusion efforts go beyond occasional training and are always instead integrated throughout the entire company. We have established sector-wide DE&I councils championed by our executive leadership and our U.S. Director of Diversity, Equity and Inclusion, that are supported by district-level chapters and committees. This way we can achieve our goals faster and more efficiently through hands-on and localized dialogue, collaboration and action.

Corporate Diversity, Equity & Inclusion Statement:

We've always known that people are our greatest asset. Construction is a complicated business, and our success requires the skills and efforts of a diverse group of people, engaged in a wide variety of activities. Our 100- plus-year tradition of construction excellence is attributable to the efforts of people from different cultures and backgrounds and with different beliefs. PCL values the additional perspectives, solutions, and ideas that come from a diverse workforce and business partners. We recognize that these factors allow us to better achieve company objectives and meet the needs of our customers.

We value diversity and are intentionally inclusive in the areas of:

-Talent

PCL recognizes diversity as a competitive advantage and is focused on attracting and retaining the industry's best talent. A diverse company starts with the people we hire. People from a variety of backgrounds bring something unique to our company, and we are stronger for choosing to include everyone. We strive to attract and retain the industry's best talent through recruitment, engagement and career development practices.

-Workplace

PCL aspires to be a workplace that represents the diverse communities in which we work, promoting a culture that fosters a sense of belonging, equity, mutual respect, and ownership through our people, processes, and programs.

-Industry

Beyond our own offices, we partner with diverse clients and subcontractors. We deliver value to our communities by leveraging diverse, industry-leading talent charged with providing solutions through diversity of thought, innovative thinking, partnerships and collaboration. PCL provides Supplier Diversity Resources, guidance and support to identify potential Diverse, Women and Minority Business Enterprises partners.

-Community

PCL is actively invested in the communities we serve. We support an array of community-based organizations that provide education, training and career assistance to diverse groups of people in the spirit of stewardship and volunteerism.

PCL is an equal opportunity employer and will not discriminate against any applicant, employee, vendor or business partner

05/18/22

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because of race, religion, color, gender, sexual orientation, physical or mental disability, age, ancestry, place of origin, national origin, marital status, family status, or veteran status.

What binds us all together, regardless of jobs or personal characteristics, is a shared set of core values: honesty, integrity, respect, passion, and the development of a dynamic culture where everyone can learn, teach, improve, and add value for our customers, and our business and community partners.

At PCL, We Choose to Include.

Corporate Employee Diversity Programs

Our employee diversity programs address recruitment, engagement, advancement, and retention of diverse individuals, as well as veterans and service members. Under our executive leadership, we continue to advance our strategies and efforts to promote workplace diversity to meet industry and organizational demands. Our current efforts include:

Unconscious Bias Training and Discussion Sessions

Executing training and establishing dialogue to increase awareness and to expand more inclusive cultures throughout our company. Unconscious Bias training provides an avenue to focus on and impact our recruiting, hiring, coaching, mentoring and general workplace practices to grow inclusive leaders as diversity champions.

Recruitment

- Partnering and sponsoring diverse student and professional industry organizations to engage diverse potential candidates
- Targeting and attending diversity-focused career fairs to increase pool of qualified diverse candidates
- Leveraging our social media presence (LinkedIn, Twitter, Facebook, etc.) to share events and key messages that reflect our diversity and inclusion objectives
- Encouraging women and diverse employees to provide referrals of other qualified candidates interested in pursuing a career at PCL
- Supporting organizations focused on providing STEM and construction education and career opportunities to girls and historically under-represented youth

Internal Engagement

- Targeted programming designed to promote and increase diverse representation at all levels of the company (Women's Leadership Summit, AGC's Culture of Care to build a more inclusive industry partnership, Veteran Engagement Programs
- Development of a central internal webpage providing access to diversity-focused education, awareness, and resource materials
- Conducting internal campaigns such as Women in Construction Week (Aligned with the National Association of Women in Construction's March celebration) to spotlight the contributions and career achievements made by women of PCL
- Promotion of employee involvement in volunteer opportunities in community organizations and events focused on education, training, and support of women, diverse individuals, and veterans/service members

Advancement/Retention

05/18/22

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- Modification of the company's internal professional/leadership development program to a more inclusive model. The PCL Leadership Academy has recently transitioned into a self-nominating program that is accessible to all eligible employees interested in participating (and not limited only to those nominated by management).

- Ongoing development of employee mentoring and sponsorship programming to increase visibility, access, and advancement opportunities to women, diverse individuals, and veterans/service members employed by PCL
- Consistent assessment of corporate climate and employee engagement through periodic formal companywide engagement surveys
- Integration of diversity and inclusion themes into new and existing training and leadership development curriculum

PCL's targeted budget for 2021 for diversity, equity and inclusion programs, education, industry organization memberships, and contributions is \$85,000.

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)	<ul style="list-style-type: none"> • Employee Training • Pamphlets • Public EEO Postings • Other (Corporate email, intranet, initiatives and campaigns)
5. How often do you provide training and diversity and inclusiveness principles?	Other (Upon hire, and as part of a rotating corporate training/professional development schedule)
5.1 What percentage of the total number of employees generally participate?	51-75%
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)	<p>PCL values diversity in our clients, workforce, and partners. We consistently seek relationships with suppliers and subcontractors that advance our efforts to deliver exceptional services and performance to our clients. In addition, we strive to form strong bonds within the communities where we work and live.</p> <p>PCL staff involved in purchasing and subcontracting are encouraged to identify and include diverse suppliers and subcontractors in the procurement process. Our goal is to promote inclusive practices that provide maximum opportunity to all companies that meet our purchasing and contracting standards, while:</p> <ul style="list-style-type: none"> •Increasing our pool of small, minority, and woman owned business partners, while maintaining current standards of safety, quality, competitive pricing, and project delivery •Ensuring that small, minority, and woman-owned businesses are treated fairly during the procurement process •Helping small and diverse businesses understand PCL's supplier/subcontractor related policies and procedures

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- Encouraging small and diverse businesses to become certified through the appropriate regional, national, and industry organizations

Supplier diversity classifications include:
Small/Disadvantaged, Small, Minority, Women, Veteran, Service-Disabled Veteran, Historically Underutilized Business Zone, Nonprofits, Alaskan Native Corporations/Indian Tribes, LGBT, physically challenged or disabled, and other protected groups.

Supplier Diversity Activities

Our supplier diversity engagement efforts include outreach, subcontractor mentorship and development, and procurement processes designed to maximize small/diverse company participation. As a company, we are committed to supporting diverse, historically underutilized, and disadvantaged business enterprises. In addition, we support community-based organizations that provide education, training and assistance to diverse individuals and businesses.

Outreach/Engagement

PCL understands the importance of providing access to opportunities through outreach to small and diverse businesses. Our outreach efforts include:

- Frequent communications via multiple channels to provide businesses with information on outreach activities and subcontracting opportunities
- Large- and small-scale outreach events to build relationships with local small/diverse businesses and provide guidance on PCL prequalification and solicitation processes
- Vendor Database - Small and diverse businesses are encouraged to register in our Supplier Database to alert us of their interest in pursuing business/opportunities with PCL and provide basic information that assists us in soliciting bids.
- Membership/participation in local small and diverse business organizations
- Subcontractor mentorship and development: We are committed to the success of our small/diverse business partners and seek opportunities to provide mentoring and guidance on industry best practices in safety, quality, and project execution.

Procurement processes to maximize small/diverse company participation:

- Packaging break-down to identify opportunities that match capabilities within the community
 - Maintaining a directory of resources to serve as a reference point for firms seeking assistance and support services
 - Facilitating relationships and opportunities between subcontractors and for small businesses through networking and referrals
 - Pre-bid screening to identify insurance, liability claims, safety histories, and financial issues that have the potential of impacting bid participation and performance
- In addition to our external engagement efforts, we employ a number of streamlined processes designed to

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ensure small business success, including:

- Subcontractor Default Insurance
- Electronic payment system for expedited payments
- Periodic check-ins with small/diverse business partners to ensure early identification and resolution of issues that may arise

Annual budget expenditures for procurement and supplier diversity and inclusiveness are based on project and pursuit load, but average approximately \$25,000 per year. Supplier diversity budgets are allocated based on anticipated expenditures for large and small scale outreach events, diverse business organization membership dues, and other engagement activities (such as sponsored workshops).

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?	No
I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	Michelle Curry
Today's Date	01-22-2021
Last Update	2021 01-22 14:36:59
Start Time	2021 01-22 10:44:32
Finish Time	2021 01-22 14:36:59
IP	4.14.118.194
Browser	IE
Device	Desktop
Referrer	https://fs7.formsite.com/CCDenver/form161/index.html

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CONSTRUCTION

COVER LETTER



May 19, 2022



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

RE: TSA Recapitalization & BHS Modernization, RFP No. 202262907

Dear Shelley and Members of the Selection Committee,

The Denver International Airport (DEN) Transportation Security Administration (TSA) Recapitalization and Baggage Handling System (BHS) Modernization project (Project) will transform mission-critical infrastructure into new state-of-the-art systems. PCL Construction Services, Inc. (PCL) has selected qualified and experienced team members to partner with you on this high-profile Project.

Since working alongside DEN to construct the main terminal and parking garages in the early 1990's, PCL and its team members have maintained a strong relationship with the airport staff and stakeholders, having performed over 150+ projects of all scopes and sizes, totaling more than \$1.5B. We intimately understand the proactive planning, security management, logistics, and stakeholder communication required for project success. Whether through on-call services or stand-alone open bids, PCL has worked in all areas of the terminal, concourses, and back-of-house areas. **We have remaining Budget on our existing on-call agreement with DEN to enable this project to get started immediately if needed.**

Our Team is comprised of uniquely qualified and local subconsultants who have extensive experience working with DEN, TSA recapitalization, and BHS projects across the country. Proposed subconsultants include BNP Associates, S.A. Miro, Burns & McDonnell, Jensen Hughes, and Digital Building Services. We have partnered with **11** DBE firms which include Iron Horse Architects, Burgess Services, Group14, Civil Technology, Shrewsbury & Associates, LLC, HCL Engineering, PK Electrical, RJA, Motion Design, Digital Building Services and ZANN, Inc. Our Team has more than \$3.8B in projects with BHS and provides DEN with several distinct advantages:

- **PROVEN COMMITMENT TO THE DBE COMMUNITY.** PCL is committed to dismantling barriers for small businesses and creating generational wealth in our communities and in our economy. We commit to meeting or exceeding DEN's 9% DBE participation goal on this Project, as we share DEN's commitment to the small and diverse business community. A project of this size is an opportunity to advance current DBEs while fostering emerging companies. In Tab 5, our organization chart highlights DBE firms at every level, including two DBEs in senior leadership roles on our Team. PCL also celebrates its second year in the City and County of Denver's Division of Small Business Opportunity Mentor Protégé Program for Department of Transportation and Infrastructure. Our DBE Protégé, Burgess Services, will work directly with PCL and provide direct oversight for the **PCL CONSTRUCTION, INC.**

150+

COMPLETED DEN
PROJECTS

\$1.5B

IN WORK AT DEN

\$3.8B

IN BHS PROJECTS

27

YEARS WORKING AT
DEN

design and construction integration of this Project and deliver necessary project control and overall scope of work organization.

- **EXPERIENCED DESIGN-BUILD TEAM.** The PCL design-build team brings over \$1.5B in work at DEN. We formed our team based on long standing relationships and shared commitment to DEN's success. As a team, we have worked together both locally and across the Nation on complex projects. Since most of our proposed key personnel are already badged by DEN, we are ready to go on this important infrastructure project.
- **DEN FAMILIARITY AND RELATIONSHIPS .** PCL's US Headquarters is located in Denver and we're proud to have an on-site presence at our home airport. Our DEN Office has more than 30 full-time team members, equipped with the resources necessary to start on this Project immediately. The PCL Team has over 27 years of combined experience working at DEN – we are familiar with your requirements, processes, and programs, and have long standing professional relationships that have been built throughout this time with team members from across all levels of our organizations. Safety, ROCIP, security, and awareness of the required coordination with ongoing projects allow us an intimate understanding of what it will take to make this Project a success for DEN. This familiarity will ensure DEN receives a cost-competitive and streamlined approach that minimizes surprises and disruptions to your daily operations.
- **TSA AND BHS EXPERTISE NATIONWIDE.** The PCL Team has partnered with more than 50 Airports in North America for their TSA and BHS Projects, including past work at DEN. This experience equips our Team to support DEN through a collaborative and innovative Design-Build process while keeping it on schedule and budget.
- **UNIQUELY CUSTOMIZED STRATEGY FOR A HIGHLY TECHNICAL PROJECT.** The driving component of the Project is the TSA Recapitalization Program and the replacement of the outdated Explosive Detection System (EDS) screening machines. The DEN/PCL strategy is to leverage this opportunity to modernize the entire baggage system, tie the newly commissioned ticket counter, and consolidate CBIS projects into a fully modernized baggage system. This requires close coordination with the TSA, DEN O&M, individual airline operations, concurrent DEN projects, and ongoing airline operations. The PCL Team approach involves early verification of existing system conditions, identification of critical enabling projects supporting electrical power and fire and life safety upgrades, highly detailed planning and phasing, early procurement packages and GMP development, incremental installation and systems acceptance testing, integration of the BHS controls system into the existing and new systems, and full Integrated Systems Acceptance Testing of the completed system.

Full Name of Company: PCL Construction Services, Inc.

Key Staff Availability: Our team's key staff identified in Section 5 will be available to perform the work for the duration of the contract term.

Dun & Bradstreet Number: 130856909

- **Confidential Information:** The information provided in Tab 1, Tab 2, Tab 3, and Tab 4 are proprietary and confidential due to the intellectual property contained on these pages.
- We look forward to continuing our existing partnership with DEN. PCL acknowledges Addendums No. 1 through 5 and related attachments.
- The PCL Team has no known Conflicts of Interest (Addendum #5)

Respectfully,



Ryan Schmidt | District Manager | PCL Construction Services, Inc.

p 303.365.6598 | **c** 720.391.1382 | **e** rpschmidt@pcl.com, 2000 S Colorado Blvd #2-500, Denver, CO 80222
PCL CONSTRUCTION, INC.



CONSTRUCTION

Tab 1.

COST

EFFECTIVENESS



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INFORMATION**

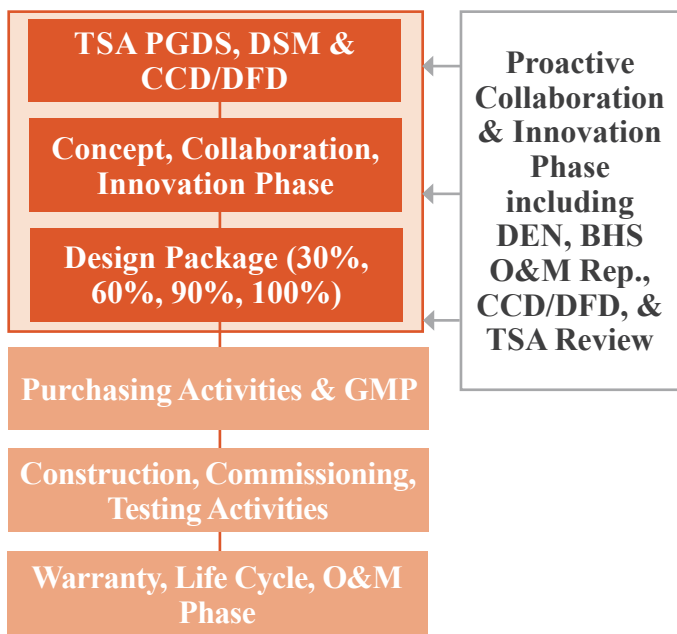
Tab 1. Cost Effectiveness

Team’s Philosophy on Cost-effectiveness and Efficiency

The PCL Team’s cost-effectiveness and efficiency philosophy strives to adopt the optimal balance between an understanding of DEN standards, project-specific concepts and innovation, completeness of design, purchasing timeframes, and costs to meet the project budget while minimizing life-cycle and maintenance costs after project completion.

In the Early Design Concept stages of each task order, our design-build team philosophy will be to partner with DEN to understand your BHS hot buttons, operational concerns, and budget constraints to ensure we provide design solutions that meet your short and long-term goals. Our Team will remain proactive by asking critical design questions early and presenting options that align with TSA Planning Guidelines and Design Standards (PGDS) and DEN Design Standards Manuals (DSM), the City & County Building Department (CCD), and Denver Fire Department (DFD). We will offer accompanying pros and cons to ensure that the design of all building components, equipment, and systems are cost-effective. Our early design phasing philosophy is represented in *Figure 1* below:

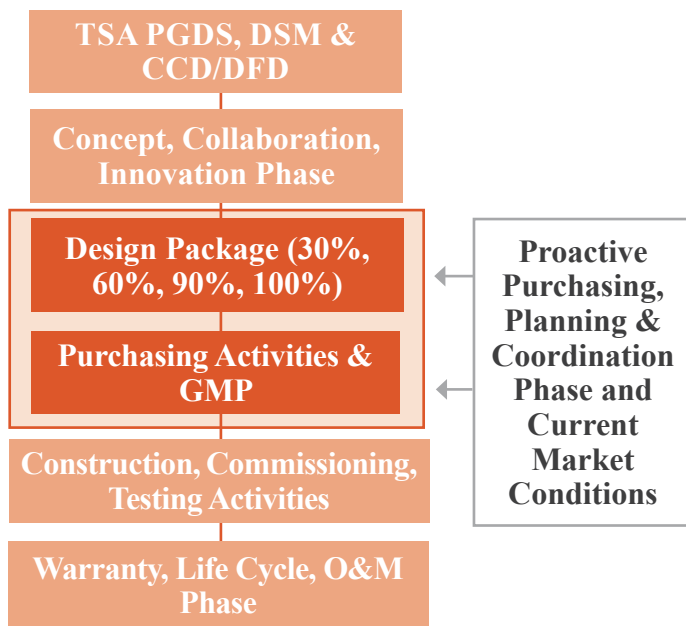
Figure 1: PCL’s Early Design Phasing Philosophy



This approach streamlines the time spent during the DEN stakeholder design comment and resolution process and minimizes the amount of drawing revisions for the project team. This philosophy will also validate each individual design package will include the required feedback and comments from DEN and stakeholders to support the fast-track project schedule.

Our cost-effective design, purchasing, planning, and coordination approach (represented in *Figure 2*) is not limited to the Contractor’s cost of construction. Our previous work with DEN proves that we take proactive steps in planning and coordinating with all stakeholders including, DEN O&M personnel, to minimize costs for third-party companies, including owner representatives, inspectors, and commissioning agents. This is addressed by incorporating input from the project team and capitalizing on sequencing, scheduling, and planning efficiencies, while maximizing DBE and current market conditions.

Figure 2: Purchasing and Cost Estimating Efficiency Philosophy for Cost-Effectiveness

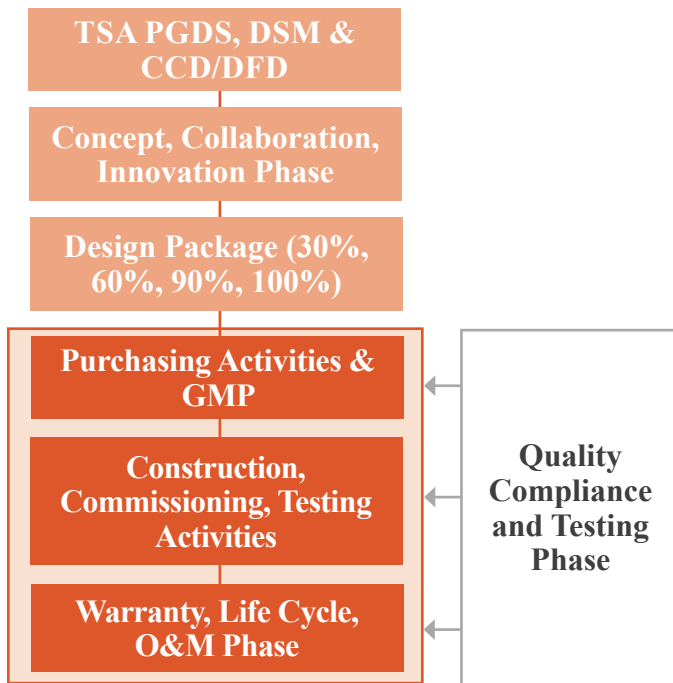


Prequalified BHS vendors will be solicited for market pricing and industry options. With DEN's input, we will select the vendor that has the best value approach for the various packages. Vendors will also be selected based on their ability to:

1. Deliver a quality BHS that equals or exceeds final design intent.
2. Work in a large international airport with significant BHS installation experience.
3. Provide competitive pricing that includes all required aspects of the work.
4. Provide exceptional in-house and local support after BHS system "go-live" activities.

Our preconstruction team takes steps towards mitigating impacts to stakeholder’s operations. This has been proven on previous DEN projects through PCL’s flexible working hours, strategic sequencing of work, deployment of additional measures to mitigate impacts, and professional, well-kept work areas with no impact to operations or the passenger experience. Our Team’s philosophy to preconstruction maximizes quality to the entire DEN Team.

Figure 3: Construction Operations Efficiency Philosophy for Cost-Effectiveness



Quality Control Philosophy and Strategy to Minimize Errors

Our Team culture promotes setting design and construction priorities with a project first mentality. With that mindset, quality control becomes paramount to our joint success, and it starts from day one. PCL’s understanding and approach to the Project focuses on benchmarking and an iterative process that will provide internal quality control

checks with DEN, DEN stakeholders, the design team, and all project team members. A commitment to quality and expectations will be identified during the initial teaming/communication charrette with DEN and stakeholders (described further in upcoming sections). **Team members will hold each other accountable to meet these cost and quality expectations from design, to purchasing, and final inspection.**

Quality only becomes an issue when it is not addressed expeditiously. We will establish common technology platforms, using Autodesk 360 and Navisworks, to complement these efforts to use and share information. This communication platform strategy provides a live information feed between the field tablets and to the project team.

Process On Right-Sizing the Team

Our PCL Team is comprised of proven professionals steeped in the PCL and DEN culture, knowledgeable in the industry, and well experienced in the management design/engineering and subcontractors. **Our collective Team has completed similar work on more than 50 airports across North America**, including, most recently, working closely with PCL at SEATAC and SAN Airport. Iron Horse Architects along with our other experienced DEN based DBE firms will complete baggage clear zone (right-of-way) and base building designs and system modifications. **DBE Mentor Protégé, Burgess Services**, will partner alongside our PCL DEN team to support and deliver necessary project control and overall scope of work organization. We see our subcontractors as true partners in any project and seek their expertise, input, and buy-in as project execution plans and schedules develop.

With the varying areas throughout the airport that will require concurrent work, we will follow our proposed work plan and approach described in Tab 4 and work closely with all team members to create right-sized task orders by scope, assignment, and area. **On the overall program, we commit to meeting or exceeding the 9% DBE goal.**

Methods Used to Manage Subconsultants to Maintain Effectiveness and Quality

We will collaborate internally and with the DEN team to manage the process as described in Tab 3

and Tab 4 of this proposal.

Using this method, we will maintain daily communication with DEN Stakeholders, TSA, Airline representatives, and the subtrades on-site for each task to discuss quality and schedule. Our team will work together to:

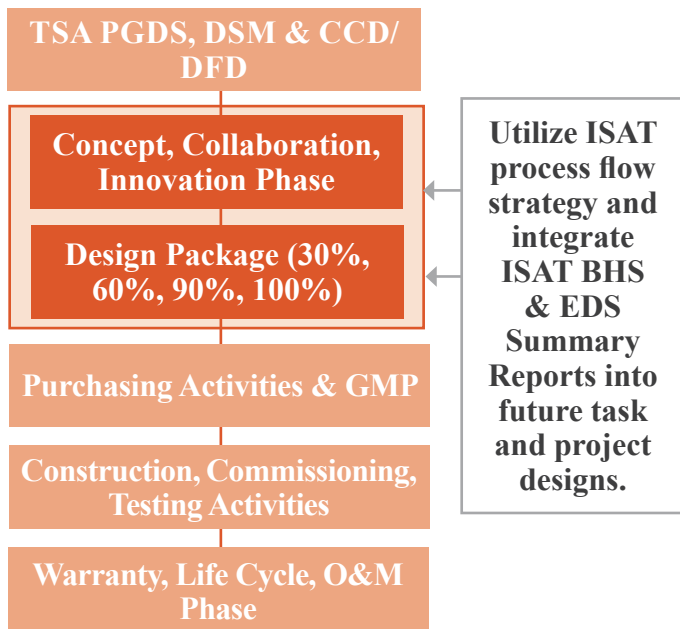
1. Ensure subconsultants have special focus with baggage consultant on BHS interface with base building infrastructure.
2. Align thorough site surveys of new and existing BHS system to confirm drawing accuracy.
3. Ensure all existing conditions are integrated into final design to deliver reliable pricing.

Adam Brown, Senior Project Manager and Fred Schultz, Design Project Manager, will invite the DEN stakeholders to participate in over-the-shoulder design reviews and identify and resolve any quality issues that may impact cost effectiveness.

Utilizing Previously Completed Work, Analyses, and Reports to Inform Task and Project Delivery

PCL understands that continuous improvement is required for any repetitive system upgrade. **For this reason, our Team will implement a task and project delivery strategy that uses previously completed work, analyses, and reports into future tasks.** This strategy will advise our Team of known past-project testing coordination observations to maximize future project results.

Figure 4: BHS Upgrade Continuous Improvement Strategy



Competitive Edge Our Proposed Team Provides to DEN

PCL has created a customized seven-step plan (see **Figure 5**) to generate a competitive edge for our DEN task work. This plan has proven to provide maximum cost-savings and meaningful DBE participation on our projects at DEN.

Figure 5: Seven-Step Plan to Generating Subcontractor Competition to Minimize Project Costs

STEP 1:

Understand Front Range and National Competing Projects

PCL has a pulse on the local work environment as well as the national stage, and will constantly work to understand the best resource procurement strategy.

STEP 2:

Procurement Schedule Development

Bid timing in the market is critical right now for maximum participation and materials availability.

STEP 3:

Build up a Potential Bidder Listing

PCL's 'scope ladder bidding' approach has been utilized with great success creating material supplier competition.

STEP 4:

Standardize Subcontractor Outreach

Direct outreach (personal phone calling) increases efficiency of bid/contract award process and increases participation.

STEP 5:

Customize Bid Packages and Bid Package Assembly

Ensures the procurement intent and scope of the packages are clear and concise.

STEP 6:

Comprehensive Design-Build Team Bid Analysis

A side-by-side breakdown to review potential VE options, ensure design intent compliance, and any supplemental information that impacts the existing BHS system.

STEP 7:

Cost Certainty Using Onboarding Process

PCL will not "drag out" subcontracting and will ensure that labor and material cost escalations are avoided.

Processes & Technology Unique to Your Company or Team that Adds Value

Through PCL's proprietary software and our Project Insight Dashboard (*Figure 6*), our Team can create customizable dashboard systems to monitor and maintain control over project costs and provide real-time reporting. **This enhanced method of visual communication increases the effectiveness of decision-making and allows for timely and immediate intervention if required.**

We will also use VR, Lydar scanning and VDC, which is helpful in the baggage clear zone (right-of-way) design documentation. Iron Horse recently used these technologies successfully on the DEN Central Plant project and it allowed DEN make decisions about sequence of equipment and show maintenance clearances/accesses, etc.

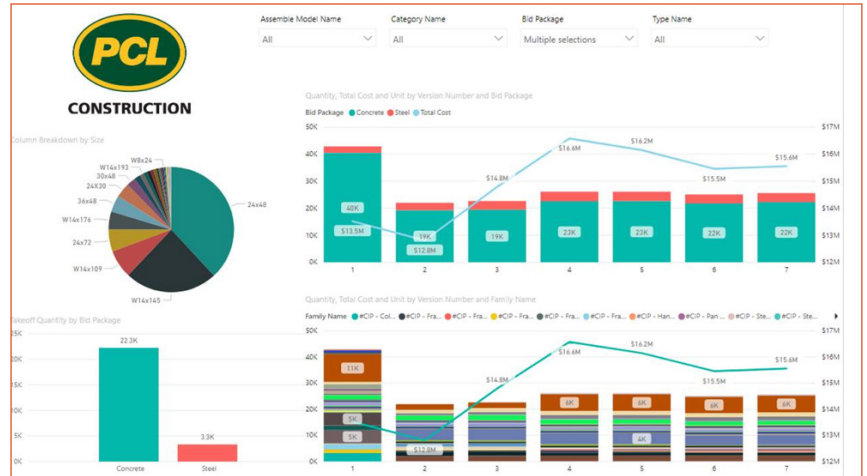
PROJECT MANAGEMENT TOOLS

Effective management begins by developing a solid construction plan early in the design phase. Every project PCL works on has a detailed Project Execution Plan developed prior to even starting onsite. This plan is not just shelved after completed, but is an essential tool utilized throughout the entire duration of the project. Examples of these plans can be provided upon request to demonstrate detail and thoroughness. Some of our services include addressing scheduling, scope prioritization, constructability review, long-lead delivery coordination, detailed work planning, and stakeholder coordination.

Design

Our team will implement a Design Action Report (DAR) along with Revit, BIM 360, and Navisworks for design and production, Bluebeam for project QC and coordination, and Microsoft Teams for meetings, collaborative design, and communication. These tools assist us in delivering a well-coordinated and complete set of drawings.

Figure 6: PCL's Project Insight Dashboard



Estimating/Costing

PCL uses its own proprietary estimating software to create easy-to-read reports that document our efforts in an open-book and transparent manner, so the Owner knows how they are spending their money and can make informed decisions. **At each design milestone or as desired, our Team provides a formal Budget Update Report, which identifies the overall project budget status.** This report cross-references the various design development stages to determine variances in the project program, design changes, material/systems changes, and constructability issues to ensure that the budget is maintained. Also included are variances from the previous budget, scope optimization suggestions, cost-saving/value engineering options, budget basis, and move forward recommendations.

Project Execution/Schedule Management

PCL will use Primavera P6 to develop a detailed project schedule for design, procurement, and construction. We integrate daily touch points with key subcontractors, short look ahead schedules done as pictorials to ensure clear communication and understanding of the upcoming work. Our team uses a proprietary web-based project management system called PM4+. PM4+ will be used to effectively manage and maintain communication between all stakeholders, and complete work on time and on budget.



CONSTRUCTION

Tab 2.

DBE Equity, Diversity, and Inclusion Plan (DBE EDI Plan)

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Tab 2. DBE Equity, Diversity, and Inclusion Plan (DBE EDI Plan)

OUR EQUITY, DIVERSITY, AND INCLUSION VISION AT PCL

The cornerstone of our Equity, Diversity, and Inclusion (EDI) vision at PCL is doing our part to bring in DBE's and other historically underutilized businesses into our projects, particularly projects of this magnitude, in a meaningful way to share the experience at the prime contractor level. It's our role to facilitate opportunity, craft it and fine tune it until we find the right platform for our DBE's. Internally as a company, PCL prioritizes the diversity of our people. We fully acknowledge our responsibility to help dismantle the barriers inherent in our structures and systems on a national level. We know barriers create disadvantages for DBE's and other historically underutilized firms. The team we have carefully curated for the Project was selected because they also demonstrate this commitment to DE&I as well as specific strategies to grow small business. Together, we have not only delivered several successful projects, we have delivered real and tangible opportunity to dozens of small certified firms. For over a decade, our team have built DBE relationships that prove our collective commitment to improving DEI.

What sets PCL apart is that as a district, we are committed to putting equity **first** — in all our contracting considerations. We **choose to include**, and this is how we contribute to equity in our economy and in our communities to help build generational wealth for companies who historically face barriers. We support DEN in its efforts to ensure that all companies find opportunity in DEN's Vision100, as that is the role of an institution that serves so many in our community. We all have a role to play in getting to 100 million travelers and all have an opportunity to consider **Equity First** in that effort.

PCL Mentoring Program

Unlike our traditional supplier diversity program, the Mentor Protégé Program was designed to create space for small business partnership at the **highest level**—the Prime level. PCL has been selected to participate in the CCD's Division of Small Business Opportunity (DSBO) Mentor Protégé Program for the Department of Transportation & Infrastructure (DOTI). This is an exciting new DOTI program,

and we are starting our second relationship. Last year, we mentored Select Building Group and they are prominently exhibited in many of our current projects. This relationship has flourished as they are now an indispensable go-to for a variety of scopes.

Our objective is to design mentoring strategies to:

1. Build relationships with DBEs (or other certifications) to facilitate future opportunities as a prime contractor with PCL that can be translated to other large GC's.
2. Build/improve financial management, operations management, and future business development plans.
3. Develop and/or co-facilitate requested training for on-site supervisors and project managers to prepare them to address and mitigate relevant issues that come with managing large diverse project teams and competing owner priorities.

This year's PCL Protégé is Burgess Services, under the leadership of Denise Burgess. Burgess Services' primary goal of this relationship is to learn to become a Construction Manager or General Contractor. We have jointly identified the strategies and tasks necessary to achieve this with Denise Burgess and DOTI. In addition to training, Burgess Services wants opportunities to compete on large projects at the prime level of leadership and showcase their many years of performance on DEN, CCD, and other projects. We will initiate this on your Project. Burgess Services will have a leadership role as Principal-in-Charge of Project Integrity, overseeing QA/QC, Commissioning, and Stakeholder Engagement, and coordination. Burgess will also house Integrated Design Services.

DBE Utilization Plan for the Project

Our team is comprised of a highly experienced bench of personnel to serve the needs of this work while upholding our commitment to our diverse business partnerships.

2.A. DBE Coordinator

Integral to this work is our DBE certified diversity consultant CEO of ZANN Inc., **Suzanne Arkle**, will coordinate outreach using proven methods and media to spread the word about opportunities

for DBE's and other certified firms. She will be responsible for managing all locally established DBE requirements for the Program including meeting local requirements and conformance to reporting requirements. She will also manage outreach and development efforts to small, minority, and women owned businesses to improve subconsulting/subcontracting opportunities and assist in the administration of the DBE EDI Plan. This will ensure the timely preparation, submittal, and maintenance of all documentation required by the DSBO. She will partner with **Project Manager, Adam Brown**, as the B2G Administrators on the Project. They will set up systems to capture and track monthly DBE utilization as well as guide first tier subconsultants and subcontractors in collection and reporting of their data. Suzanne will support the design and construction team leads and will report to **Senior Project Manager, Adam Brown**.



Suzanne Arkle, ZANN, Inc.
Suzanne has provided outreach and compliance both locally and nationally and specializes in bringing together DBE's and large primes on dozens of successful aviation projects.

Supplier Diversity Manager

Supplier Diversity Program Manager, Diedra Espinoza, oversees PCL's program district-wide and will also be overseeing this Project. Diedra has a direct line of authority to the Project Executives and District Leadership. She is tasked with communicating our Team's vision and bringing it to fruition across all disciplines. She will communicate the Utilization Plan priorities from District Leadership to the Project and enforce our commitments to our DBE's and other certified companies. She will ensure compliance, drive scope identification, right-size scope for DBE's, be their advocate and liaison, assist in dispute resolution, and be a resource for training, referral organizations and lessons learned.

Design Integration Manager

Design Integration Manager, Grant Lebahn, will work with Denise Burgess of Burgess Services to train her and the team on best practices and to assist in strengthening Burgess Services as a company. Grant is responsible for the timely development of the project design and its alignment with the project execution plan. He will establish

and manage processes on the Project to build and maintain alignment between the design and project objectives.

2.B. DBE Utilization Strategies

The PCL Team values community partnerships and will ensure DBE firms are made aware of and are prepared to price contract opportunities on this Project. We have identified and will continue to source DBE firms by collaborating with community stakeholders to access their audiences and further our reach. Efforts and collaborations with these stakeholders may include project updates, identification of upcoming opportunities, and presentations at monthly meetings. Community stakeholders include, but are not limited to:

- Hispanic Contractors of Colorado
- Colorado Black Chamber of Commerce/Black Construction Group
- Colorado Women's Chamber of Commerce
- Asian Chamber of Commerce
- Colorado LGBTQ Chamber of Commerce
- Mountain Plains Supplier Development Council
- Associated General Contractors of Colorado
- DEEC and DSBO Sponsored Events

We know that timely information is critical to successful DBE engagement. We will develop and regularly update a procurement schedule and subcontracting opportunities. PCL will host meetings (large group, small group, virtual (as needed), and one-on-one) regarding contracting opportunities for the DBE firms.

PCL has an ever-expanding database of over 200 certified firms that can provide capability statements for your Project. We are proposing with several DBE partner firms (identified in **Table 1**) and have strategically and intentionally worked to place them in **lead roles** so they can share the large prime experience, under PCL's leadership. Additional DBE firms will be solicited for the construction phase/tasks of the project. We will look to identify new firms interested in becoming certified and our Team will aid in the process.

Table 1: PCL's DBE Partners

DBE PARTNERS	
Firm	Role
Burgess Services (PCL Protégé)	Design and Construction Integration
Iron Horse Architects	Architect of Record
ZANN, Inc.	DBE Coordinator
HCL Engineering	Structural Engineering
Civil Technology	Field QA/QC
Shrewsberry & Associates, LLC	Project Quality Management (PQM)
Group 14	Commissioning
RJA Engineering	Mechanical & Plumbing Engineering
PK Electrical	Electrical Engineering
Digital Building Services	BIM Scanning Support
Motion Design	BHS/CADD Support

2.C. Technical Assistance & Support Services

Our Team offers DBEs a variety of small business initiatives and guidance including technical assistance and support services, such as bonding assistance, mentoring programs, joint ventures, etc. that can be used on any project.

BONDING ASSISTANCE

PCL will work with subcontractors throughout the Project to provide access to bonding and referral to agencies, such as the USDOT's Bonding Education Program to increase their bonding capacity. PCL offers a subcontractor default insurance (SDI) program that subcontractors can enroll in, in lieu of providing a payment and performance bond. This SDI program provides peace of mind for CCD and the subcontractor. We will identify and enlist the assistance of insurance and bonding resources to educate and assist small firms with bonding and insurance requirements.

SUPPORT SERVICES

PCL is acutely aware of the participation barriers on large projects that the DBE business community commonly faces. Our Supportive Services are outcome focused, primed to examine challenges, eliminate barriers to participation, and facilitate

access to relevant resources. Our Team understands both best practices and innovations in financial guidance and prompt pay. We also understand the importance of providing recommendations and referrals for relevant supportive services throughout the lifecycle of your Project. To ensure the appropriate onboarding of DBEs, we will have subcontractor/subconsultant orientations, which will include the following topics:

- How to Invoice to get Paid/(Invoicing)
- Payment Affidavit Reporting
- B2G Reporting
- LCP Tracker Reporting

Certification referrals and financial management guidance will be identified through collaboration with small business technical assistance organizations. Additionally, we will institute proven approaches that contribute to each DBE's ability to perform and require all first-tier subcontractors to do the same. We will also collaborate with existing resource partners to provide workshops designed to enhance DBEs' execution skills, operation management skills, technical expertise, and industry knowledge. Workshops will be sponsored, co-sponsored and aligned with other small business advocacy organizations within the community.

MENTORING PROGRAM

The DBE subcontractor will have a Subcontract Monitor (Technical Lead) assigned to them, if requested. This Monitor can ensure the DBEs have prepared a plan to ensure success. The DBE will report to the Monitor prior to beginning work to review information that they will need to succeed. Topics include the following areas:

- Safety/Training
- Quality Control
- Compliance
- Work Procedures/Submittal
- Approvals
- Work Plan Pricing Review

PRIORITY REVIEW

Monthly meetings with the DBE team and DSBO will be held to monitor compliance to ensure mentoring objectives are documented and achieved.

2.D. Procurement Process

We have proven processes for ensuring effective participation, solicitation/procurement, and the subcontracting process that enhances our DBE participation on each project. Our methods ensure accurate and reliable record-keeping, documentation of solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made.

To ensure we are consistently reaching out to DBE certified firms, we will use SmartBid for bid document management and virtual outreach to disseminate the following information:

- Upcoming Opportunities/Bid Solicitations
- Notice of Interest
- Invitations to events
- Outreach
- Pre-Bid
- Vendor/Subcontractor Registration
- Project Information/Updates

CALENDAR OF EVENTS

To provide a fair and equitable procurement process, we will distribute solicitations through SmartBid to trade associations, DBE organizations, and other sources where our Team regularly advertises. We use the SmartBid bid document management system to solicit and track subcontractor involvement in the solicitation process and phone calls to each subcontractor. This tool is used for all subcontractors/subconsultants interested in proposing. The SmartBid process is outlined below:

- Interested subs complete a project Registration Form which then is uploaded into SmartBid.
- SmartBid will send an email to the DBE notifying the subcontractor that their account is active.
- DBEs will now receive all solicitations that are applicable to their NAICS codes following activation.

To ensure solicitations are not overlooked, we continuously request firms to update their NAICS codes to include their most up to-date information on their respective capabilities and applicable NAICS codes.

2.E. Communication and Vendor Management

PROJECT SCOPE DEFINITION

We will review each bid package/scope of work to determine potential DBE Participation. Right-Size/Unbundle Bid Packages: To increase DBE's ability to competitively bid, we will break down bid packages into more economically feasible components. We will also encourage non-DBE firms to achieve their DBE Compliance Plan commitment by utilizing DBEs in lower tiers.

PHASING AND PACKAGING OF WORK

To remain cost conscience of the subcontractor market conditions, our intent is to align bid packages that benefit DBE participation, yet do not impact the necessary phasing of the improvements. We will identify opportunities to package work that keeps trade partners ahead of the work schedule through scopes or known deficits in certain trade skills. Our Compliance Plan is not intended to dictate phasing sequences that may affect packaging decision, but to remain fluid to respond accordingly, with general phasing/scope/area considerations.

UNSUCCESSFUL PROPOSERS

To the extent we are not able to successfully incorporate any of our DBEs into this Project, we provide a clear process for both debrief and preparation for another PCL project. Our process covers how unsuccessful DBEs are notified and documentation of reasoning is retained. Our Team provides a thorough debriefing, including our pricing and scope coverage analysis for the Project. Constructive feedback will be provided upon request by the DBE by phone or in-person. Recognition of the efforts of the DBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction and performance expectations will be covered. A tracking log of all firms requesting and receiving a debrief will be maintained.

PROMPT PAYMENT

PCL recognizes cash flow for uninterrupted operations in a small DBE company is considerably different from a large prime. We will commit to compliance with Prompt Pay provisions for the appropriate jurisdiction. PCL has worked with CDOT, RTD, as well as the USACE, in regards to the payment guidelines. PCL has career accountants who are trained on the most current requirements. In

addition, our team will work with DBEs to ensure they are aware and trained on the payment process and requirements to facilitate prompt payments and minimize payment delays. This will include the review and comparison of contract payments to committed contract values. Discrepancies will be investigated, reconciled, and reported, as required. We have used the following DBE-friendly strategies and will apply where appropriate:

- **Streamlined Process:** We will develop and implement a streamlined process to expedite monthly progress payments to the greatest extent possible.
- **Mobilization:** We will include mobilization payment line items for DBEs on the Project Schedule of Values to cover start-up costs and time the actual payments to coincide with the start of their work.
- **Joint Checks:** Can be used for payment of purchasing materials or supplies with request from the sub and approval from DSBO Compliance.
- **Payment Disputes:** If payment is contested or other disputes arise, DSBO will be informed.

OTHER DISPUTES

Our team knows disputes on a project of this magnitude are possible in any arena, not just DBE contracting, despite our best of efforts and intentions. In the event of a dispute, we will seek guidance from the appropriate jurisdiction and comply with requirements. The focus will be on providing all subcontractors, DBE or otherwise, on providing each subcontractor with proper training and guidance regarding DEN and PCL expectations and insurance requirements, ensuring the entire Team is on the same page for deliverables, safety requirements and performance expectations. In the event of a dispute, our Supplier Diversity Program Manager is empowered at the highest level of our company, by **District Manager, Ryan Schmidt**, to investigate and advocate for our DBE’s. She is a trained mediator, focused on mutually successful outcomes and the best interest of the DEN in mind. Our goal in a dispute with a DBE is to make certain we give appropriate voice to the firm so the DBE is heard. Our Team, led by Diedra Espinoza will prioritize resolution of disputes by utilizing the following methods:

- Information will be gathered from the DBE to determine the extent of the issues, extenuating circumstances, and perceived barriers.

- A meeting will be held with the appropriate discipline lead and project team to review the facts presented by the DBE.
- An evaluation by the discipline lead and the inclusion team of both perspectives will be conducted to determine the nature of the dispute as well as possible solution strategies.

Once the course of action is identified, the results will be communicated to the DBE in a timely manner. In the event the results are found to be unacceptable by the DBE or a question arises as to the resolution process, a group meeting will be scheduled with the right parties to mediate the issue and establish an understanding or arrive at acceptable terms.

2.F. Past Performance

Table 2 below highlights previous projects our team has exceeded DBE requirements:

Table 2: MWBE and DBE Participation

DENVER AREA PROJECT MWBE AND DBE PARTICIPATION		
Project	Goal	Achieved
DEN Fire Station	25%	44.1%
DEN Stair Pressure Project	25%	48.0%
CCD/RTD 16 th Street Mall	17%	In Progress
RTD Commuter Rail Maintenance Facility	20%	20.3%
RTD SERE Parking Garage	24%	30.7%
CCD Paco Sanchez Park	21%	22.7%

NATIONAL AVIATION MWBE AND DBE PARTICIPATION		
Project	Goal	Achieved
LAX Baggage Optimization Program (BOP) – Part of MSC South, Los, Angeles, CA	15%	26%
San Diego Green Build, San Diego, CA	19%	30%
Sea-Tac Baggage Optimization Project, Seattle, WA	15%	26%
LAX CONRAC, Los, Angeles, CA	22%	25% (on track)
MCO BP-462 Taxiways, Orlando, FL	18%	51.7%

NATIONAL AVIATION MWBE AND DBE PARTICIPATION		
UCLA Terasaki Life Sciences, Los, Angeles, CA	0%	31%
2 nd MAW Command Ops, Cherry Pt., NC	35%	39%
CSU Student Housing, Ph. III, Fullerton, CA	0%	39%
SeaTac Central Terminal, Seattle, WA	3%	9.8%
Boeing Access Road, Seattle/Tukwila, WA	10%	16.15%

PAST MENTORING EXPERIENCE



IRON HORSE ARCHITECTS
SERE RidgeGate Park-N-Ride
Protégé Firm: Iron Horse Architects

PCL and Iron Horse worked together on the parking garage, that was part of the larger RTD E, F, R Extension project, located at I-25 and Ridgeway. This four-level parking garage has three stair towers clad in metal panel and Colorado Rose Sandstone totaling 360,000 SF with 1,300 stalls. RidgeGate Station is the new end-of-line station for the 2.3-mile extension of the Southeast Rail Line. This station connects passengers from RidgeGate Parkway in Lone Tree to Union Station in Denver. The design-build project required coordination with a large team that included public entities such as RTD and the City of Lone Tree. PCL Completed the RTD station work as well.



DENVER ELECTRICAL
Fire Station 35 Landscape Project
Protégé Firm: Denver Electrical

PCL partnered with Denver Electrical, a WBE electrical subcontractor on the Fire Station 35 Landscape Task Order Project. This was the first project Denver Electrical has worked on for the client. To ensure success, PCL met with Denver Electrical early to review and educate them on the client’s requirements and processes. Upon start up and during the course of the project, PCL worked alongside Denver Electrical from administrative items through executing the work.



HEARTLAND/MASS EXCAVATION
Missile Drive Bridge
Protégé Firm: Heartland/Mass Joint Venture LLC

The Missile Drive Bridge project consisted of the demolition of the old Missile Drive Bridge at Warren Air Force Base in Cheyenne, constructing a precast segmental bridge in its place. The new bridge was built to handle heavier loads and 100-year floods.

PCL mentored the Heartland/Mass Joint Venture under the US Army Corps of Engineers (USACE) as a super-sub under their 8(a) procurement process. This was Heartland/Mass’ first bridge project.



AYUDA MANAGEMENT CORP.
USACE Buckley Cold Storage, Buckley Mississippi Gate Expansion, & Fort Carson SOF Renovation

Protégé Firm: Ayuda Management Corporation

PCL mentored Ayuda on three projects for the US Army Corps of Engineers as a super-sub under their 8(a) procurement process. The projects ranged from \$500k to \$3.8M and included a tenant finish, civil infrastructure, and vertical building construction. The intent of the USACE 8(a) super-sub program, is to award disadvantaged businesses as the prime general contractor on projects typically larger than their standard. USACE takes the large business contractor resume (PCL) into account when awarding the contract. Working together on these projects created tremendous learning opportunities for both entities as we shared knowledge on client management, accounting best practices, field oversight, and constructability techniques. PCL is currently working with Ayuda on additional projects in Colorado.



BLUELINE BUILDING SERVICES
USACE Fort Carson Bct-H Sitework, Brac 710th Building, Fort Carson Battalion HQ

Protégé Firm: Blueline Building Services

PCL partnered with Blueline Building Services under the US Army Corps of Engineer's program. After many years of working on USACE project with Blueline Building Services as a subcontractor, we decided to create a joint venture to pursue opportunities as a team. As JV partners, PCL and Blueline work closely on all levels of effort from fee strategy, marketing, staff planning, contract negotiation, and construction services. PCL partnered with Blueline Building Services under the US Army Corps of Engineer's program. After many years of working on USACE project with Blueline Building Services as a subcontractor, we decided to create a joint venture to pursue opportunities as a team. As JV partners, PCL and Blueline work closely on all levels of effort from fee strategy, marketing, staff planning, contract negotiation, and construction services.

CLIENT TESTIMONIAL

"PCL's culture inspires the belief that we are working with them, and not for them, and we are proud to be a partner in their success."

Rusty Gonzales, President
 St. Andrews Construction Services
 Certified MWBE, EBE, SBE on PCL projects at DEN

2.G. Proposer's Culture

Our culture starts at the top with our established company core values. We acknowledge that our industry has been historically made up of Caucasian males, and we are actively trying to create change through inclusivity of groups and companies who face institutionalized barriers. Through our DE&I Council and with vigorous support of our company leadership at the highest level, we have crafted the following programs and strategies:

1. Corporate Employee Diversity Programs:

Our employee diversity programs address recruitment, engagement, advancement, and retention of diverse individuals, as well as veterans and service members. Currently, our efforts include Unconscious Bias Training and Discussion Sessions. These sessions include training and establishing dialogue to increase awareness and to expand more inclusive cultures throughout PCL. Unconscious Bias training provides an avenue to focus on and impact our recruiting, hiring, coaching, mentoring and general workplace practices to grow inclusive leaders as diversity champions.

2. Employment/Recruitment/Advancement

- Partnering and sponsoring diverse student and professional industry organizations to engage diverse potential candidates.
- Targeting and attending diversity-focused career fairs to increase pool of qualified diverse candidates.
- Leveraging our social media presence (LinkedIn, Twitter, Facebook, etc.) to share events and key messages that reflect our diversity and inclusion objectives.
- Encouraging women and diverse employees to provide referrals of other qualified candidates interested in pursuing a career at PCL.
- Supporting organizations focused on providing STEM and construction education and career opportunities to girls and historically under-represented youth.
- Modification of our internal professional/ leadership development program to a more inclusive model. The PCL Leadership Academy has recently transitioned into a self-nominating program that is accessible to all eligible employees interested in participating (and not limited only to those nominated by management).

- Ongoing development of employee mentoring and sponsorship programming to increase visibility, access, and advancement opportunities to women, diverse individuals, and veterans/service members employed by PCL.
- Consistent assessment of corporate climate and employee engagement through periodic formal company-wide engagement surveys.
- Integration of diversity and inclusion themes into new and existing training and leadership development curriculum.

3. External Engagement

- Targeted programming designed to promote and increase diverse representation at all levels of PCL (Women's Leadership Summit, AGC's Culture of Care) to build a more inclusive industry partnership.
- Development of a central internal webpage providing access to diversity-focused education, awareness, and resource materials.
- Conducting internal campaigns such as Women in Construction Week (aligned with the National Association of Women in Construction's March celebration) to spotlight the contributions and career achievements made by women of PCL.
- Promotion of employee involvement in volunteer opportunities in community organizations and events focused on education, training and support of women, diverse individuals, and veterans/service members.

4. Partnerships with Subcontractors/ Subconsultants

- The US Director of Diversity, Equity and Inclusion is responsible for developing and implementing strategies to support diversity and inclusion in PCL's US operations. This critical role drives PCL's transformative work to celebrate and prioritize a diverse workforce and foster an environment where all employees feel valued for the perspectives they bring. This role is legacy building and will help PCL change communities nationwide.
- Created new Supplier Diversity Program Manager role with direction from Executive

Leadership to craft a strategic 5-year plan for driving inclusion with our vendor and subcontractor community. This role will drive both subcontractor community engagement, compliance, and overall integrity of our model. We will create a communications strategy and tactics for sharing with our vendors.

2.H. Future Initiatives

Our United States Operations 5-year DE&I strategic plan has four key components:

1 EXPAND DE&I AWARENESS AND EDUCATION

Focus on developing leaders as role models, achieving organization wide awareness and education and understanding of anti-racist and community-building concepts and strategies. (Launched DE&I Council – 2/8/2021)

2 BROADEN & DEVELOP DIVERSE TALENT SOURCES

Focus on leaders as DE&I mentors, expanding our employment brand into new diverse markets to attract, hire, retrain and develop the best talent. Embed DE&I principles and accountabilities in all Professional Development and Succession Plans. (Years 1-5)

3 IMPACT COMMUNITY GIVING AND COMMUNITY INVOLVEMENT

Focus on developing intentional giving plans in alignment with PCL DE&I priorities. Focus giving priorities to achieve and accelerate ROI away from traditional means and transition to returns in the form of career/leadership, community, commerce and cultural events and channels. (Years 1-3)

4 FOCUS ON PCL COMMERCE & BUSINESS DEVELOPMENT

Develop strategic business-focused relationships with Women and Diverse Business Enterprises in every District. Create a DE&I model for RFP requests on projects that prioritizes diversity in our contracting. (Years 1-5)



CONSTRUCTION

Tab 3.

Understanding the Project

**CONFIDENTIAL
INFORMATION**

Tab 3. Understanding the Project

The PCL Team, as demonstrated through its similar project experiences and review of the Project RFP, is well positioned, and has an excellent understanding of the DEN TSA Recapitalization and BHS Modernization project Scope of Work. The understanding, complexities, challenges, and approaches and philosophy for dealing with problems are summarized in the following pages.

Understanding of the Work

Our understanding of the Project includes an awareness that DEN has undertaken multiple individual BHS improvement projects in the past years and this Project will be integrated within the entire outbound BHS. In addition:

- DEN has (or will be) completing the new ticket counter baggage inputs as part of the Great Hall project, which will feed through the Level 5.5 modifications, and directly into the new high-capacity screening modules.
- Additionally, DEN is completing the Consolidated CBRA, where the individual rooms at each module are combined into two large modules. These are fed from the independent carrier system (ICS) that ties to the existing screening modules. When a suspect bag is encountered, it is routed through the new ICS into the Consolidated CBRA for manual inspection. The new screening modules will need an updated interface into the ICS system, which is supplied and installed by Beumer.
- Lastly, DEN is installing additional baggage make-up capacity to support the added flights at the concourse expansions. The new make-up devices and interconnecting conveyors are being installed at the existing modules in the third level of the garage. These are supplied and installed by Siemens.

PCL recognizes that a major challenge for DEN and this project is the integration of the overall software and controls systems between the independent projects with multiple systems and making the entire outbound system functional. **The challenge lies not just with commissioning and testing of the individual systems, but in integrating each independent section of a system into the overall outbound system.**

All proposed solutions will take cooperation with the individual projects and vendors, as well as an overall system approach to the eventual commissioning and Integrated Site Acceptance Testing (ISAT). TSA and their third-party ISAT vendor will be involved in the CBIS and the CBRA, but making the entire system work together will fall on the PCL Team.

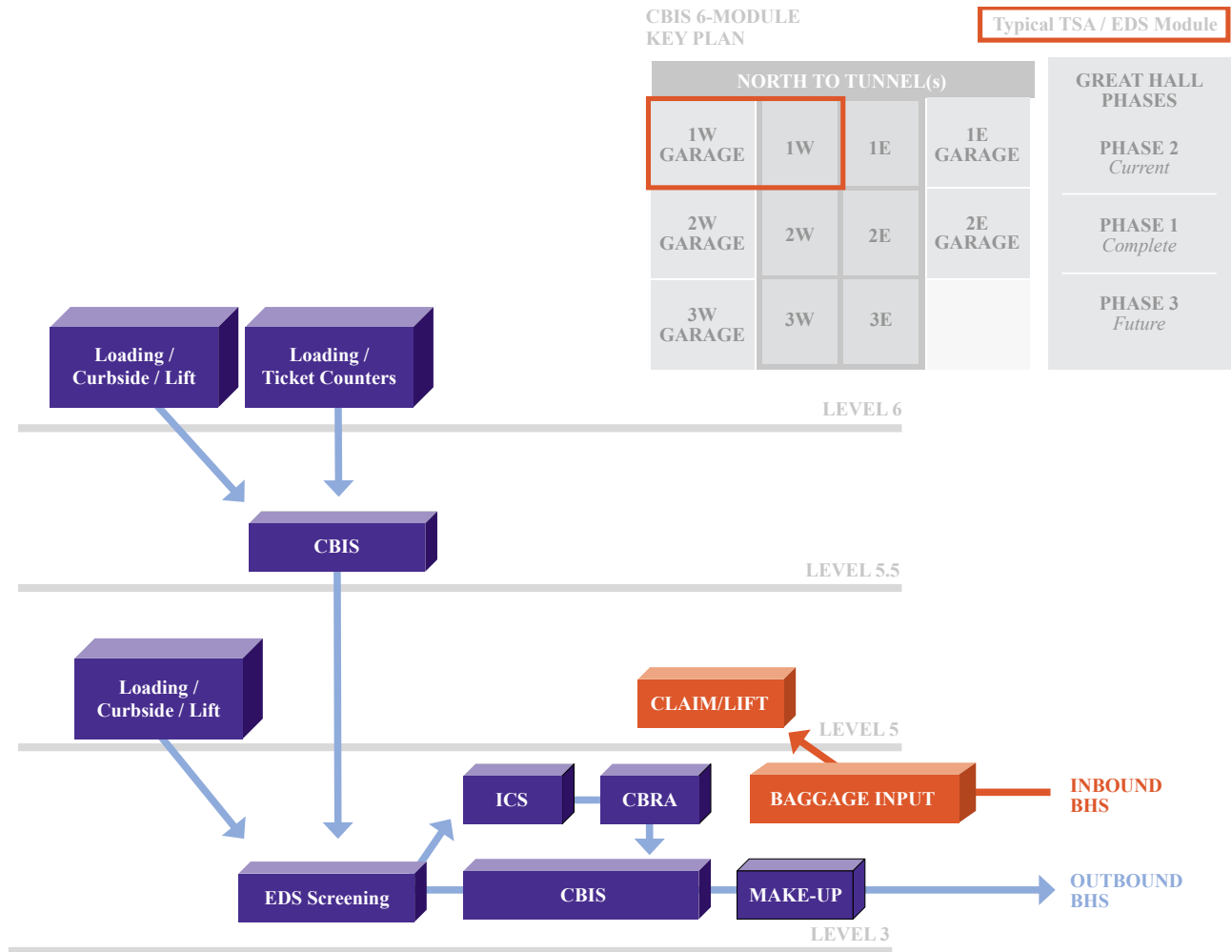
For this reason, our Team is prepared to perform a “GAPS Analysis” early in the project to identify the areas where the individual elements are not aligned within the BHS, and to develop strategies to mitigate the identified gaps during the GMP process and to assemble line-item reserves and/or contingencies that can be applied within the respective GMP’s to address these types of conditions as they occur. The information included in the remainder of Tab 3 further illustrates our understanding of the work.

1. Large Scale Replacement of Inline Explosive Detection Screening (EDS) Machines

The Project is a collection of five related baggage system replacement and modernization projects centered around the TSA Recapitalization project, a mission critical, phased replacement of 31 existing CTX-9000 EDS machines, with 25 upgraded, high-capacity Smith Detection CTX-9800 machines. The CTX machines are provided by the TSA and must be ordered and coordinated for delivery approximately one year in advance of planned installation.

DEN has six (*Figure 7*) existing Checked Baggage Inspection System (CBIS) modules serving the airlines, each containing an array of CTX-9000 machines. The new CTX-9800 machines along with the upstream and downstream conveyors and control systems serving the machines must be replaced, all in a manner that minimizes disruption to the airlines and other stakeholders, coordinates with other ongoing baggage and building projects, and maintains the current capacity of the baggage screening system during construction.

Figure 7: Existing Checked Baggage Inspection System



SCOPE OF WORK & BHS OVERVIEW (TERMINAL)

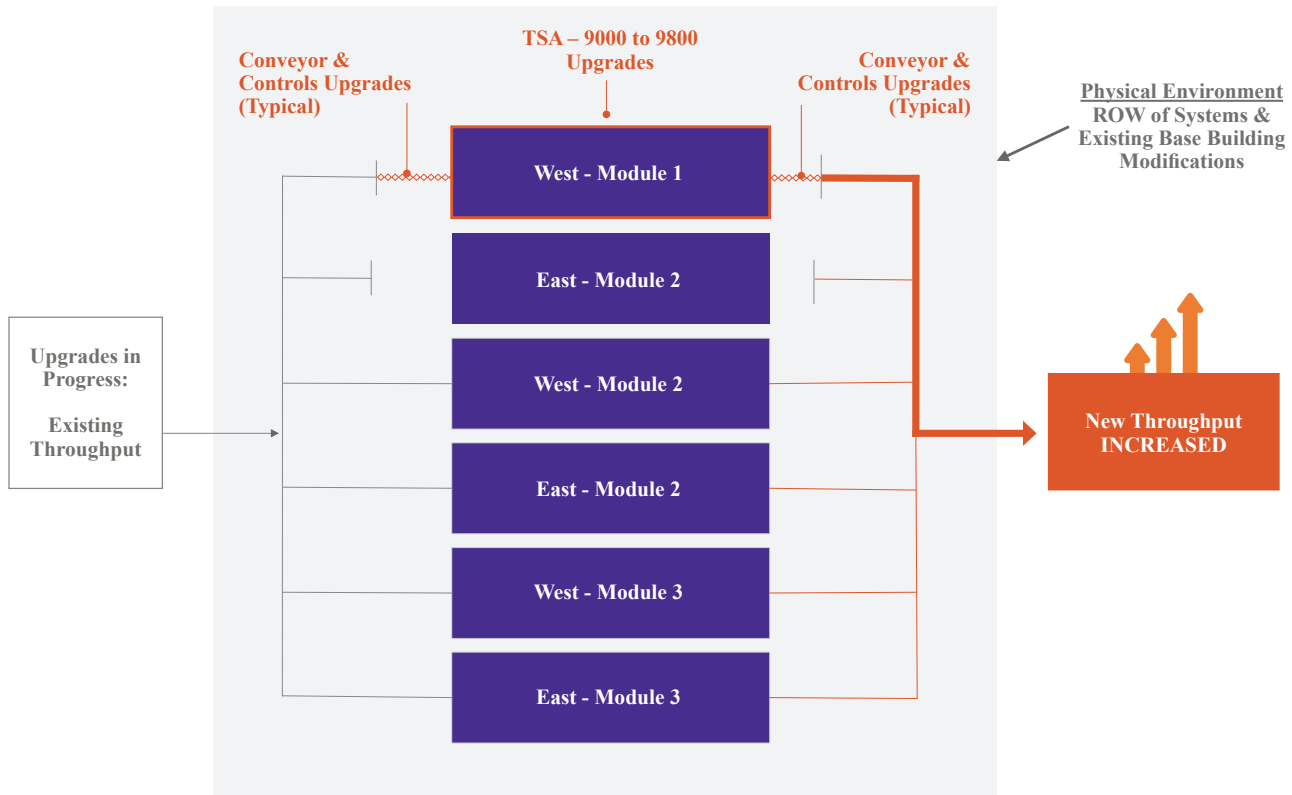
The overall phasing plan includes design and installation of high-capacity screening modules for the initial CTX-9800 installation. This work will be done during off hours, as the existing modules must remain in service while the initial phase is completed.

Once the initial high-capacity module is tested, commissioned, and online, the additional capacity generated in the updated module allows for an **"empty chair" scenario, a term often used to describe swing space, whereby the remaining modules can be shut down one-by-one** while the existing CTX-9000 machines and conveyors are replaced with the updated CTX-9800's (see *Figure 8*). Work on the remaining modules can be completed while the remaining modules are sequentially shut down, allowing more efficient and less costly construction, including demolition of existing CTX-9000 machines and conveyors,

installation of new conveyor systems, updated control systems, and new CTX-9800 machines.

2. Existing BHS Controls System and Other End-of-Life Equipment Replacements

Although the TSA Recapitalization program upgrades drive the overall program, several additional BHS projects lend themselves to the "empty chair" phasing approach. Major modernization of end-of-life baggage system components, including conveyors motors, drives, power turns, high-speed diverters, motor control panels, ATRs, and BHS control systems will be sequentially shut down for the TSA Recap Program. During these shutdowns, the modernization and component replacements can be scheduled concurrently and accomplished in an orderly, cost-effective manner, with integrated system testing and commissioning of the entire improved module during the same installation timeframe.

Figure 8: Understanding of the Project – CBIS System Detail

The DEN TSA Recap program presumably has an Other Transaction Agreement (OTA) in place with the TSA, along with design that has been approved by the TSA and will serve as the bridging documents referenced in the RFP. The additional projects are anticipated as individual design packages that are delivered as part of the bridging documents. **The PCL Team will move ahead with phased design, procurement, funding GMP's, and construction so that the Recap program can be brought online at the earliest date, without disruption to passenger experience or airline operations, and fully coordinated with the multitude of ongoing projects at DEN.**

3. BHS Curbside Conveyors/Controls Replacement

The curbside baggage system includes the conveyors, doghouses, and controls that allow passengers to check their bags at the curb on levels 5 and 6 and integrate into the CBIS and CTX-9800's (see *Figure 9*). For each phase of the Project, the curbside conveyor and controls system replacement can be completed while the respective modules they feed are shut down.

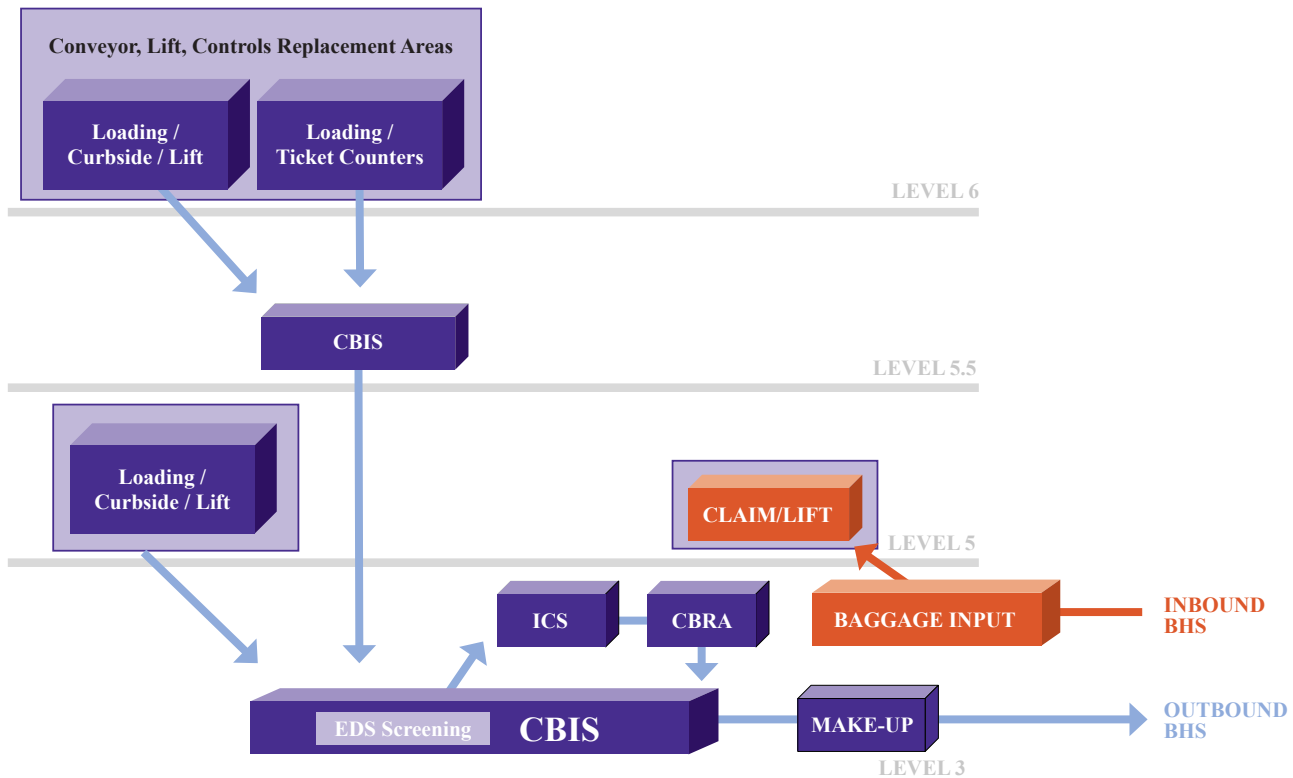
4. Baggage Claim and Feed Conveyors Replacement

The baggage claim and feed conveyors replacement work includes replacing 18 domestic claim devices, three international claim devices, six ski claims, and one oversized inbound system. The claim device replacement will have to be phased, as the overall claim capacity cannot be reduced by more than one claim at a time without severely impacting the passengers. Each claim is fed by conveyor systems and controls that will have to be replaced while the claim is out of service.

The additional projects will be phased into the program as the design, funding, procurement, permitting, and adjacent projects allow. While there is no established timeframe for the work, the phasing will be integrated with the contiguous outbound CBIS module, with consideration to airline operations, adjacent DEN projects, and minimal disruption to passengers.

5. BHS Inbound/Outbound Lifts Replacement

There are 24 existing inbound/outbound lifts that need replacement and two specialized pet lifts. The outbound lifts are integral to the conveyors that tie into the CBIS system and should be replaced during

Figure 9: Understanding of the Project – CBIS and CTX 9800 System Detail

the respective module shutdowns. The inbound lifts are part of the inbound system and will be included as part of that work.

6. General Design Considerations to Facilitate BHS

The team understands that upgrading and installing new BHS components will require coordination with base building items such as:

- Re-routing of existing MEP services to create the BHS clear zone.
- Structural implications of new equipment bearing on or being suspended from existing structure.
- Capacity of existing electrical infrastructure to facilitate new BHS and screening equipment.
- Interface and connection with building management system and fire alarm system.
- General code and life safety compliance.
- Understand the existing capacities of the infrastructure as well as the as-built conditions of the BHS right of ways, which will help the team make informed decisions during the initial charrettes and design meetings. This information will be used to vet the 70% set and work out any innovations that can save time, money or improve safety and O&M.

PCL TEAM APPROACH

The PCL Team has customized our approach to work collaboratively through individual component discovery, identify problems and solutions through an iterative team process and drive towards finding solutions that meet DEN stakeholders' benchmarks before progress documents are finalized. The discussion on the following pages and the graphic shown right (*Figure 10*) illustrate our approach to the Scope of Work.

1. Completely Assess 70% TSA Documents and DEN Program Requirements

- a. Immediately after award, hold a working teaming/communication charrette to layout all past, current, and future program requirements and the current 70% TSA design documents.
- b. Use additional meeting charrettes for "deeper dives" into understanding the existing systems architecture (i.e., system components).
- c. Following award, our Team will hold meetings with DEN baggage SMEs, airport stakeholders, and Logplan designers to develop an accurate program criterion and

establish baggage clear zones.

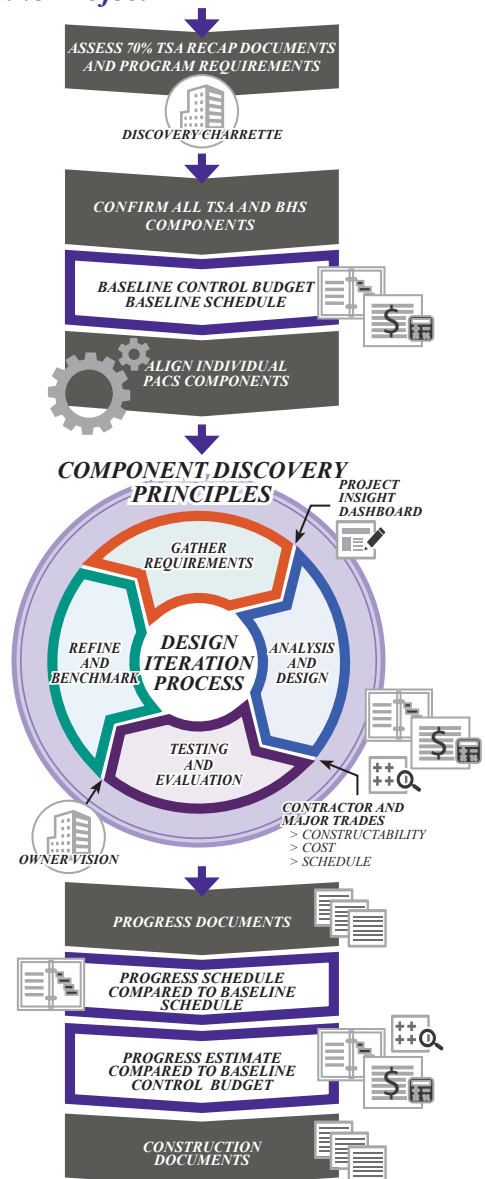
2. Confirm all BHS Building Components – Current System Configuration Discovery

- a. The PCL Team will advise, assist, and provide recommendations for DEN project stakeholders with an initial constructability review and the BHS GAPS analysis described earlier in this section.
- b. Using the charrette(s) information, the PCL Team will establish a baseline schedule to achieve GMP submittal package delivery no later than the 4th quarter of 2022.
- c. The PCL Team will also use the information from the charrette to begin a baseline cost estimate for the work, including an individual component schedule of values. At this stage, early problems that have been identified can also be tracked for resolution by the PCL Team.

3. Align Individual BHS Components – Preconstruction Process Approach

- a. Each identified component will follow the PCL Preconstruction Process Approach guidelines:
 - i. Verify/validate current component Program benchmark.
 - ii. Gather requirements (information on construction methods, construction feasibility, and alternative materials/methods, etc.) by field investigations, vendor contact, technology research, and/or current construction industry practices. (Burgess Services)
 - iii. DOR integrates the updated/associated information into the current design documents, as required.
 - iv. Benchmark testing and evaluation of alternative component design standards by DEN stakeholders.
- b. Once the individual system component has been evaluated and accepted by DEN stakeholders, the progress design package will be updated by the Design Team. BHS vendor/manufacturers will formally present their solutions to the PCL Team and DEN stakeholders before final selection.
- c. The PCL Team will collaborate with DEN to facilitate the development of an emulation environment. This environment is intended for the BHS system manufacturer to demonstrate their systems capabilities in a virtual environment. This approach is most beneficial to validate bag throughput in conjunction with EDS upgrades.
- d. If the individual BHS system component is not accepted by DEN stakeholders, or additional problems are encountered during design, the PCL Team will re-engage the discovery activities by (1) gathering additional requirements (2) DOR integrating with the current design, and (3) benchmark

Figure 10: Illustrative Approach to the Project



testing and evaluation by DEN stakeholders.

- e. This process will continue until 100% design has been approved by DEN stakeholders and will serve as the initial quality control and constructability reviews for the Project.

4. Drive to GMP, Construction NTP, and Start of Construction

- a. After some or all these steps are complete, PCL will work directly with the DEN team and recommend timing for the GMP design package and proposal. In this proposal, PCL will utilize bid package and procurement strategies, update construction estimates, provide value engineering, develop resource loaded schedules and finalize safety, environmental and quality control programs.
- b. PCL will work with the DEN stakeholders and develop comprehensive phasing and overall schedule framework by task for when and how construction in the field will begin.

Complexity, Challenges and Problems Involved in Planning and Performing the Work

Our Team's has identified potential risks and challenges associated with this project and have proposed solutions to these risks and challenges in *Table 3*.

Table 3: Complexity, Challenges and Problems Involved in Planning and Performing the Work

COMPLEXITY, CHALLENGES AND PROBLEMS INVOLVED IN PLANNING AND PERFORMING THE WORK	
Risk	Timing of TSA delivery of the new CTX-9800 machines and other long-lead material.
Solution	TSA has allocated 25 new Smith Detection CTX-9800 EDS machines for the Project. Current TSA equipment backlog coupled with national supply chain challenges may increase the typical one-year planning window and lead time for the machines to arrive. The PCL Team will work to coordinate the scheduled delivery with DEN and the TSA, so that the EDS machines can be received for each phase and be installed and commissioned before going live.

COMPLEXITY, CHALLENGES AND PROBLEMS INVOLVED IN PLANNING AND PERFORMING THE WORK	
Risk	Upgrading of existing fire/life safety systems at the third level garage to support the baggage system and EDS screening areas and smoke control.
Solution	The fire and life safety systems will be addressed throughout the Project and are critical to the initial installation of the screening machines in the third level of the garage. The PCL Team will evaluate previous HVAC studies, and fire/life safety studies will immediately be undertaken to determine the extent of upgrades and renovations required before installing the BHS equipment.
Risk	Development of "empty chair" phasing plan, so high-capacity modules can be developed on both east and west sides of the terminal, allowing work at four remaining modules to be done during phased shutdowns.
Solution	The PCL Team will coordinate with DEN and the TSA to further develop the high-capacity module phasing plan. The initial modules on each side will be upgraded and new EDS machines will be installed during the initial construction phase of the Project. Consideration will be given to overall bag capacity requirements, holiday shutdown periods, and ongoing airline and baggage system operations, with strategies for enhanced passenger experience and minimal disruptions receiving the highest priority.
Risk	Baggage clear zone challenges, phasing of baggage system, and EDS machine installation.
Solution	The PCL Team will investigate the current field conditions to determine the location of equipment, the routing and right-of-way needs for the new equipment, and coordinate with DEN, the airlines, and other stakeholders to develop the phasing of the initial high-capacity screening module that supports the phased shutdown of the remaining modules.

COMPLEXITY, CHALLENGES AND PROBLEMS INVOLVED IN PLANNING AND PERFORMING THE WORK	
Risk	Existing power infrastructure must be upgraded to support the power requirements of the EDS screening and modernized BHS.
Solution	The DEN terminal has multiple ongoing improvement projects that require upgraded power distribution, including the TSA Recap Program. We will immediately evaluate the ongoing programs in conjunction with the BHS program power requirements and recommend base building solutions in conjunction with DEN and stakeholders that support the programs.
Risk	BHS control systems integration during phased cutovers to new system, while operating both old and new systems.
Solution	In conjunction with replacing end-of-life BHS equipment, the legacy control systems also require replacement to standardize on a preferred platform. We will closely coordinate with DEN and stakeholders to develop custom phasing plans for the controls modernization consistent with the overall program to minimize shutdowns and operational disruption.
Risk	Commissioning and Integrated Site Systems Acceptance Testing (ISAT) with TSA prior to going live.
Solution	Each individual EDS module phase will have to be commissioned and successfully complete third-party testing to meet the formal TSA ISAT test criteria. We will coordinate the phased schedule of the ISAT testing window for each new EDS module with DEN and the TSA and help coordinate the testing criteria, test bags, and testing periods required before the scheduled go-live date.

COMPLEXITY, CHALLENGES AND PROBLEMS INVOLVED IN PLANNING AND PERFORMING THE WORK	
Risk	Integration of BHS modernization project into the TSA recapitalization program, with new conveyors to support reconfigured screening matrix.
Solution	Our Team will evaluate the BHS Modernization project and schedule the phased replacement of end-of-life components, HSD's, motors, MCP's, and control systems during the TSA Recapitalization project shutdowns. New conveyor configurations to support the increased screening capacity will also be evaluated and incorporated.
Risk	Integration with multiple ongoing DEN projects.
Solution	The PCL Team will coordinate with DEN, contractors, the airlines, and other stakeholders to ensure the coordination of multiple ongoing DEN projects in the terminal area.

Approaches and Philosophy for Dealing with Problems, Sensitivity and Experience Dealing with Key Issues, and Additional Issues that Should be Addressed

The PCL Team receives outstanding references from clients for completing projects with a commitment to mitigating issues before they become problems. To maintain our positive track record, we will analyze potential issues and bring those to DEN’s attention with optimal solutions. Our Team is focused on active, ongoing and open communication especially when it comes to issues that arise during the project.

Please see the table above for potential challenges and solutions.



Tab 4.

Proposed Work Plan and Approach

**CONFIDENTIAL
INFORMATION**

Tab 4. Proposed Work Plan and Approach

Project Management and Organizational Approach

Our approach is focused around problem-solving through a collaborative partnership with the DEN stakeholders and TSA operations team. **PCL has assembled a world-class design-build team and organizational structure specific to the needs of this project and DEN.** Our team approach includes:

- A combination of BHS design and subject matter experts (SMEs) and DEN builders with experience in BHS construction within operational, security intensive airport environments.
- Collaborative and transparent approach based around communication, schedule, and cost certainty.
- Respect in relationships with designers, subcontractors, small businesses, and airport security.
- Collaboration and partnership with DEN and all stakeholders to deliver your project with minimal interruption to airport operations or impact to the DEN passenger experience.

The project management approach used for establishing the PCL team has been organized to provide DEN with the highest level of BHS system design expertise along with trusted DEN contractors.

The team's phasing approach to the TSA Recapitalization and BHS Modernization program is focused on validating the original TSA Recapitalization program assumptions and 100% TSA design estimate to ensure consistency with the program vision. **The strategy is to work with DEN, the airlines, and other stakeholders to develop a cohesive plan for the TSA Recapitalization project, to integrate the critical components of the BHS Modernization project, and to repeat the plan on a scalable basis for the remaining projects in the overall program.**

There are multiple options that the PCL team has investigated for project phasing. *Figure 11* illustrates the initial phasing approach to perform the Scope of Work for the project. As more fully explained in Tab 3, our Team is aware of the

multiple interrelated projects underway at DEN, and we have analyzed multiple phasing strategies that support the work plans of both the Great Hall project and the related BHS improvement projects.

The phasing strategy is driven by the TSA Recap project, with initial creation of super-capacity EDS modules on both the West and East sides that allow baggage from other modules to be diverted, with the subsequent modules shut down during the modifications and EDS machine replacement.

The phasing takes advantage of the sequential module shutdowns to perform the balance of the interrelated BHS projects that make up the Scope of Work. The final phasing plan will ensure that the Design Team, BHS Team, Estimating and Cost Development Team, Procurement Team, and Construction Team all work concurrently to develop and maintain the initial program phasing and schedule.

Effort for Completing the Work on Schedule

As task orders are developed, we will generate a detailed schedule for each area or groups of areas to consider the critical/longest path. This will allow the team to assess risk involved with procuring the materials needed for installation and DEN requirements. Construction prework, activities, and procurement will all be clearly communicated into the start date so the milestone activities can be accomplished. This methodology has proven successful on other similar projects to ensure project risks are identified early. There are two major advantages to this approach: Our team can break up the work in multiple areas so that subcontractors are not spread thin and DEN has the choice to approve premium time to accelerate critical individual group areas.

Methods Used to Coordinate Work with Other Entities Whose Work Interfaces with Ours

This project will be responsible to integrate multiple BHS projects, including installations under other contracts, so the entire system functions. Please refer to Tab 3: Understanding the Project for more detail.

Figure 11: Work Phasing Approach - Option 1

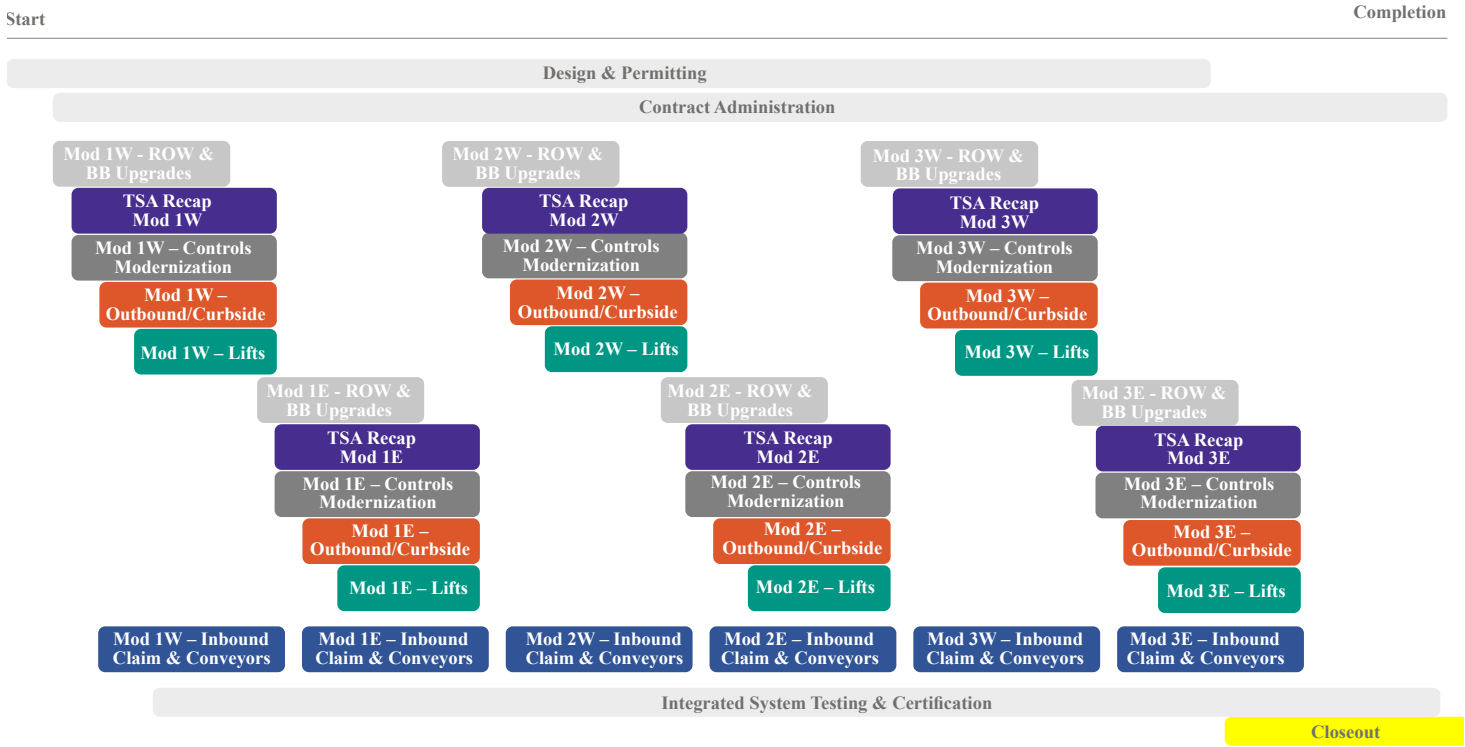
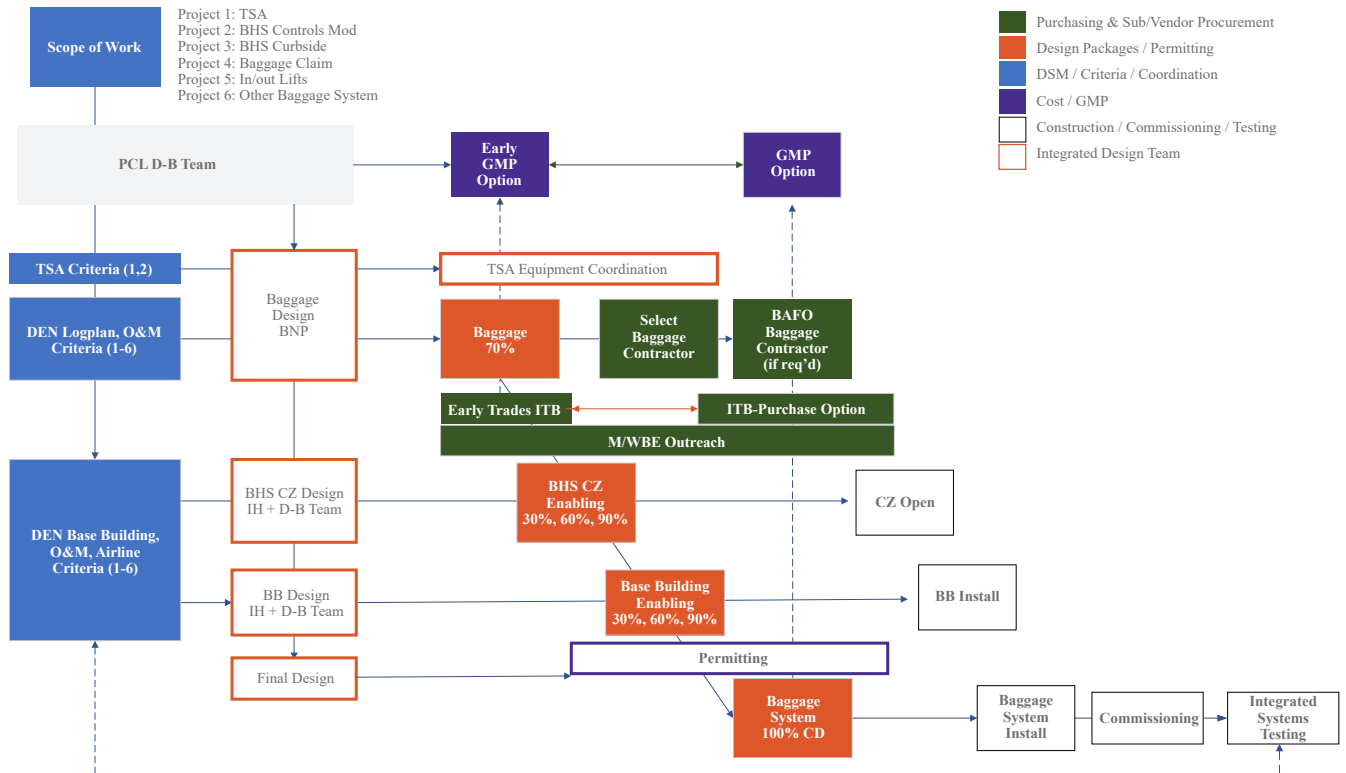


Figure 12 below illustrates the method the PCL team will use to integrate and coordinate our work with critical existing infrastructure components.

Figure 12: Proposed Work Plan and Approach – Method for Performing the Scope of Work



During the initial phase, the Team will work to develop a comprehensive design, procurement, and construction schedule that supports the preliminary program schedule and phasing assumptions and allows procurement of the individual packages and preparation of the GMP's for each Task Order. The design build team will initially focus in critical areas including:

DESIGN TEAM AND CONSULTANTS

- Validation of existing site conditions and reality capture, for use in determining the conveyor routing, panel placement, catwalk systems, and overall clash detection during the design and construction of the ROW areas.
- Determine enabling projects including existing structures that must be functionally relocated to support the expanded CBIS areas.
- Analysis of the fire and life safety requirements for the terminal and garage space(s) where the CBIS modules are located.
- Structural analysis of the CBIS areas to determine if the existing structure can support the loads of the new CTX-9800 machines, associated conveyor feeds, floor penetrations, and conveyor access and catwalk systems.
- Analysis of base building power to determine if new electrical rooms or upgraded gear in existing rooms are required for the panels that feed the existing and new baggage system Motor Control Panels (MCP's).

BAGGAGE HANDLING TEAM

- Analysis of the TSA Recap 100% plans as submitted to TSA, with emphasis on the interrelationships of the BHS Modernization plans to the design of support conveyors and systems for the new CTX-9800 machines.
- Phasing and sequencing analysis of the baggage system CBIS modules, with emphasis on creating the initial high-capacity modules, one each on the east and west sides.
- Analyze total power required for TSA Recap and BHS Modernization program, with on-site reality capture and validation of available power within the existing system MCP's.
- Complete a detailed audit of all existing BHS equipment, system functionality, and Lower-Level Controls (LLC) and Upper-Level Controls (ULC) topology to ensure that all controls components and systems are identified and incorporated into the project

- Review of the BHS specifications and PGDS v7.0 to identify any specific requirements for systemwide upgrades and/or software and controls modifications that will need to be integrated into the schedule and phasing plans.
- Validate TSA Integrated Site Acceptance Testing (ISAT) requirements that pertain to the TSA Recap and BHS Modernization project. Develop testing protocols to be included in the BHS Contractor procurement packages.
- Develop BHS enabling projects that are required to support the phased installation of the BHS modifications and CTX 9800 machines. Work with design and construction teams to integrate into the design and construction schedules.

CONSTRUCTION TEAM

- Lead site investigation and reality capture with Design and Engineering teams.
- Develop overall schedule and phasing plans in conjunction with the design team.
- Work with DEN to develop protocols for equipment shutdowns, airline and stakeholder communications, and coordination with other ongoing DEN projects.
- Develop logistics plan for movement of crafts, materials, and equipment into the site. Determine hours of work for each phase of the project.
- Develop procurement plans for each of the projects that support the design schedule, BHS schedule, and overall phasing plan
- Validate TSA Recap phasing plan for initial high-capacity modules on west and east sides. Work with BHS team to develop delivery timeframes for CTX-9800 machines, and coordinate delivery with TSA.

COST DEVELOPMENT AND PURCHASING TEAM

- **Program Budget and Back Up documentation:** Review anticipated cost of work pricing as developed for TSA Recap 100% estimate. Review overall scope of all projects and recommended procurement strategy for BHS fabrication and installation services.
- **Cost Model scope and Pricing Parameters:** Review baseline scope, phasing, logistics, escalation, and equipment pricing factors from TSA Recap 100% estimate. Update escalation factors based on current supply chain issues and lead time revisions.

- **Evaluate enabling projects and stand-alone portions of the program:** Determine that costs are in line with scheduled timeframe for construction.
- **Program Reserves:** Develop scope and pricing basis of reserves within the budget, with particular focus on right-of-way work impacts to support the BHS installation and CTX-9800 machine installation.
- **Allowance Budgets:** Develop scope and pricing basis of any allowances.
- **Additional project scopes of work:** Develop schedule and phasing framework for additional scopes based on TSA Recap and BHS Modernization, and if necessary, re-estimate for budget conformance.
- **Individual GMP's for each project:** Work with DEN to develop GMP framework for TSA Recap project with BHS Modernization project included.

PROCUREMENT TEAM

- Develop procurement plan integrated with the DBE plan in support of the design and construction schedule and phasing plan that includes diverse business partners. As described in Tab 2, our Team will incorporate PCL's DBE Equity, Diversity, and Inclusion Plan into all procurement activities.
- Identify and prequalify subcontractors for critical systems including BHS supply and installation and controls, and base building mechanical, electrical, plumbing, and fire protection systems.
- Develop bid package schedule for TSA Recap, along with identifying critical systems of BHS Modernization that must be integrated with TSA Recap.
- Review initial schedule for projected delivery of critical materials. Confirm long-lead items and recommend early procurement strategies where required to support the proposed schedule.
- At Risk Areas: Identify other elements that are at risk, including enabling scope not yet procured, permits, approvals, TSA equipment delivery, supply chain issues, O&M interface, airline accommodations to support CBIS module phasing, access to site, coordination with ongoing DEN projects, and resource evaluations.

Each team will work with all stakeholders to ensure procurement and implementation strategies are identified, developed, and fully implemented, and to

ensure DEN, airlines, other stakeholders, and TSA expectations are met for the on-time and on-budget delivery of the TSA Recap and BHS Modernization program.

WORK PLAN METHODOLOGIES AND COORDINATION

Figure 13 provides the PCL proposed work plan and approach for DEN, TSA, and other entities and consultants that interface or connect with the work to be performed by the PCL team.

To create an integrated design, procurement, funding, and construction schedule, the design build team anticipates an initial, intensive investigation of the current site conditions compared to the bridging documents provided by DEN; review of the TSA PGDS V7.0 for conformance with the bridging documents; validation of the preliminary program schedule and phasing assumptions with the DEN PMT; and development of preliminary cost models to establish a program baseline. We expect this will take place once NTP is received and involve approximately 8-10 weeks of effort concurrent with the kickoff of the design. We see this as a critical initial step in successful delivery of the Project.

During the program validation period, multiple teams will work concurrently to develop the plan and strategy for successful delivery. This process will include participation with DEN, the airlines, other stakeholders to ensure that initial program challenges and BHS system gaps are identified proactively, allowing DEN, TSA, and the team to make timely program decisions without being “boxed in a corner.” *Figure 14* illustrates the alignment and timeline of the PCL team’s approach to the work.

The team will work to identify and integrate all touchpoints that affect the success of the Project and provide both high level and detailed analyses for team evaluation and decision making.

The PCL Team’s experience has shown us that a project like this may have several risks that are uncovered during testing, commissioning, and activation. Problems identified during this (late) phase of the project can derail schedule, cost, and quality commitments with major impacts to operations. To address these issues, our coordination method is structured to identify and manage these types of project risks early during the design phase and test systems through an emulation environment system.

Figure 13: Coordination & Interface of Work

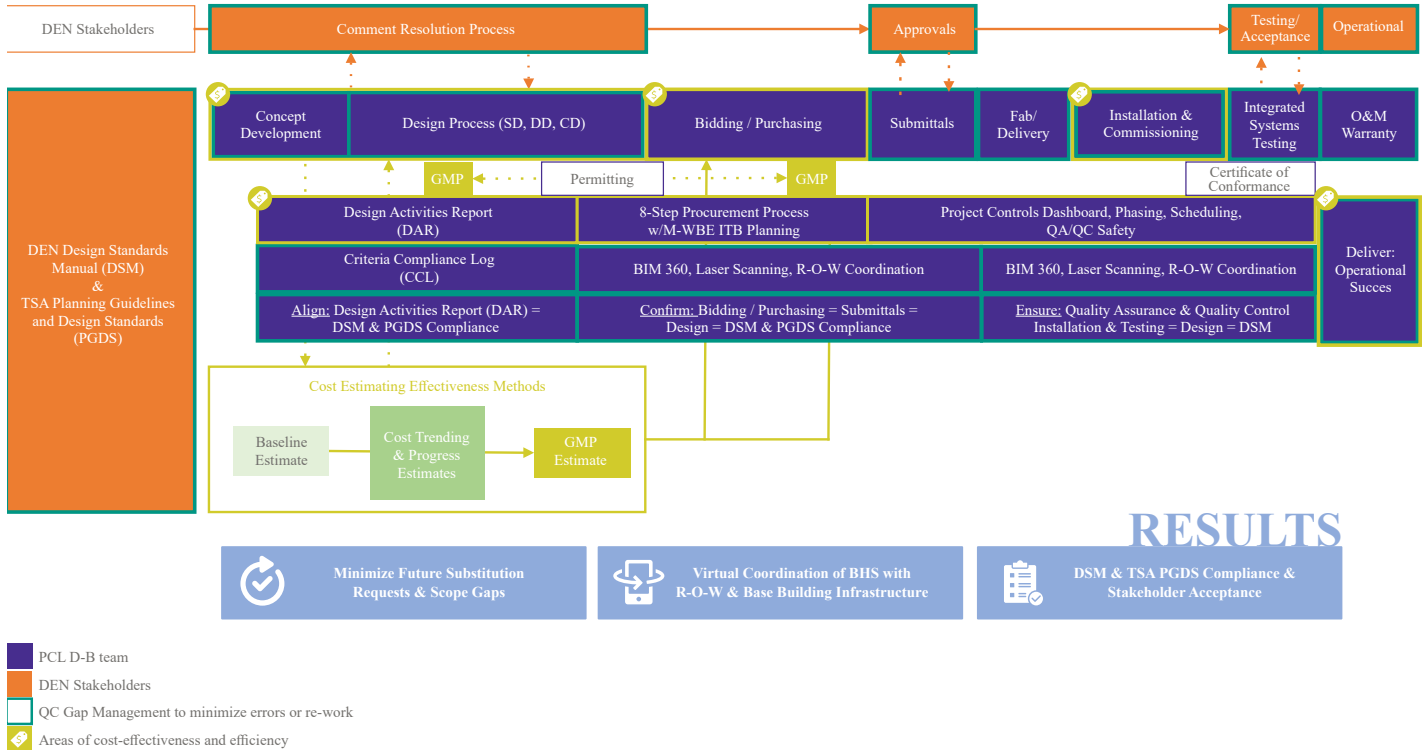
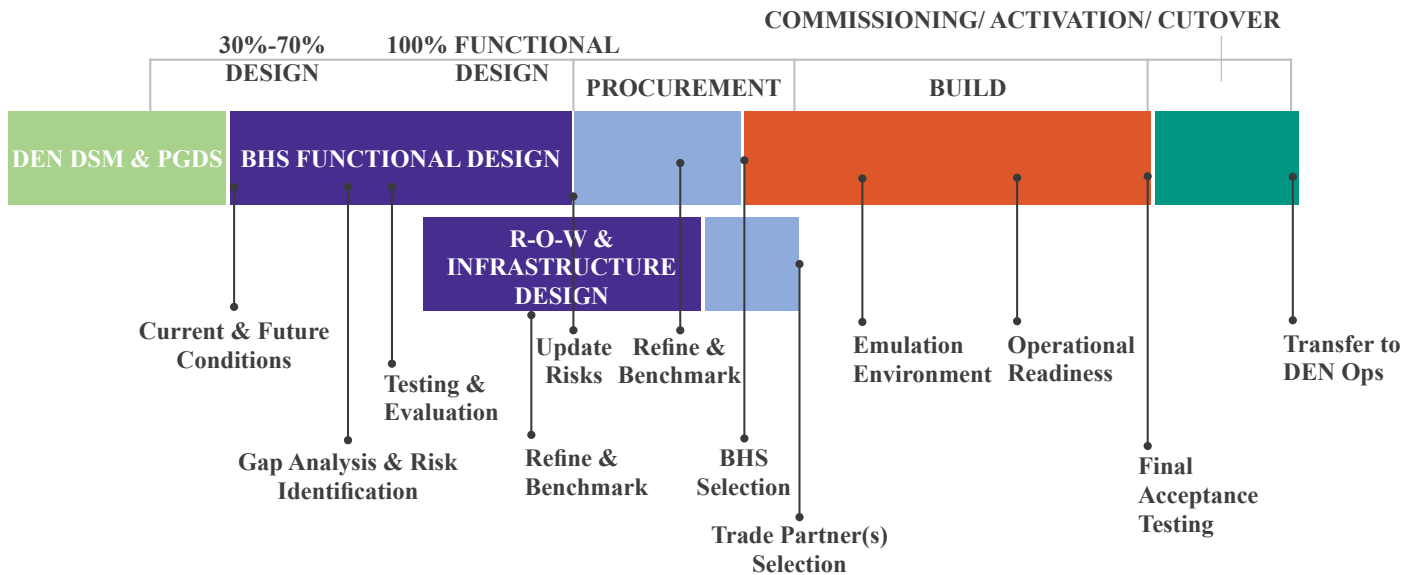


Figure 14: Timeline for the Work



This will protect the Project from schedule and cost impacts during the commissioning phase to ensure that the team meets the project design milestones, procurement and GMP, and substantial completion goals.

Procurement Approaches with Material and Equipment Purchases in Current Market Conditions

LEVERAGING OUR NATIONAL MARKET PRESENCE

As a large national company, PCL is able to forecast and adjust to industry trends (both via our monthly Commodity and Trade Newsletter and through our purchasing and procurement departments) and are aware of critical supply chain disruptions in ‘real time’, such as current electrical panel fabrication delays, Daikin equipment chip shortages, and impacts from the Russia-Ukraine war and resulting sanctions on the supply of raw materials.

EARLY MATERIAL PROCUREMENT

It will be important to look into early material procurement to lock prices for materials and long lead specialty items such as (ATRs, HSDs, VSUs, etc.) when feasible to mitigate potential delays. TSA has identified 25 new EDS machines as Smith Detection CTX-9800 Screening Machines. Lead times were originally around 6 months, but are running 12+ months. Coordination with TSA for the phased delivery of the EDS machines will be critical.

Phased Approach to the Work

The PCL approach to phasing is depicted in graphic *Figure 11* above. The approach will consider impacts to DEN operations and the existing demands on the infrastructure.

Phased design and permitting of the plans are important components to our approach. To maximize schedule efficiency and reduce costs, design will be broken out by the various areas and submitted for permitting, as design is completed independently of each area. To facilitate this approach, early site investigations will be conducted by break out teams working in alignment with the project phasing. As design progresses and is completed for each area, the documents will be permitted, and construction will commence.

Existing Project Management Control Methods and Progress Reporting Systems

As mentioned in Tab 1, the project control methods that we have used is the creation of a customized Project Insight Dashboard. This dashboard provides a snapshot of Key Performance Indicators (KPI) as outlined by the Team. The KPI used on the project are entirely customizable and cater to any unique requests from the project team. For this project, PCL will create a customizable dashboard system and provide reports electronically in real-time.

Products obtained by the Project Insight Dashboard will allow direct input into DEN’s Microsoft Excel, Microsoft Word, Oracle Primavera P6 and Unifier systems. These systems will be in a format that allows direct input into DEN’s Microsoft Excel and Microsoft Word systems.



CONSTRUCTION

Tab 5.

Key Personnel and Ability to Respond



Tab 5. Key Personnel and Ability to Respond

The PCL team brings decades of experience and unmatched qualifications capable of exceeding expectations for the design and construction to the DEN TSA Recapitalization and BHS Modernization Project.

Organizational Chart

Our team understands the goals and challenges associated with Project. **Our proven ability to manage multiple tasks at once within an environment that must remain operational 24 hours a day, seven days a week is what sets us apart.** We are your partners and solution providers to ensure difficult projects are done right. The Project requires a team specifically experienced in airport construction, TSA design guidelines, and BHS experience and PCL has assigned skilled individuals who have experience at DEN, working together as a team.

WELL-ORGANIZED MANAGEMENT/ TEAM STRUCTURE

The PCL Team understands that the organization of the team is paramount. Clarity in the team structure helps foster efficient lines of communication and decision making which drives overall project success. The design-build firms carry significant delegated responsibility and will have authority for key functions.

PCL is committed to using DBE subcontractors for this project. The DBE firms we plan to utilize are noted on the organizational chart following this page.

Qualifications of Subcontractors

See Page 19 for detailed roles and work assigned to each subcontractor. Full company bios are located in Section 6.

Type of Work Assigned to Each Subcontractor

The type of work assigned to each subcontractor and subconsultant can be found in their respective firm profiles following the organizational chart.

Current Ability to Perform the Work

The PCL Team understands the Scope of Work as outlined in the RFP document and has the ability to perform the task. Our team is qualified and capable as evidenced by the resumes provided in this section and the project profiles in Tab 6.

Office Addresses, Total Number of Employees, and Number of Both Professional and Support Employees Located at Each Office

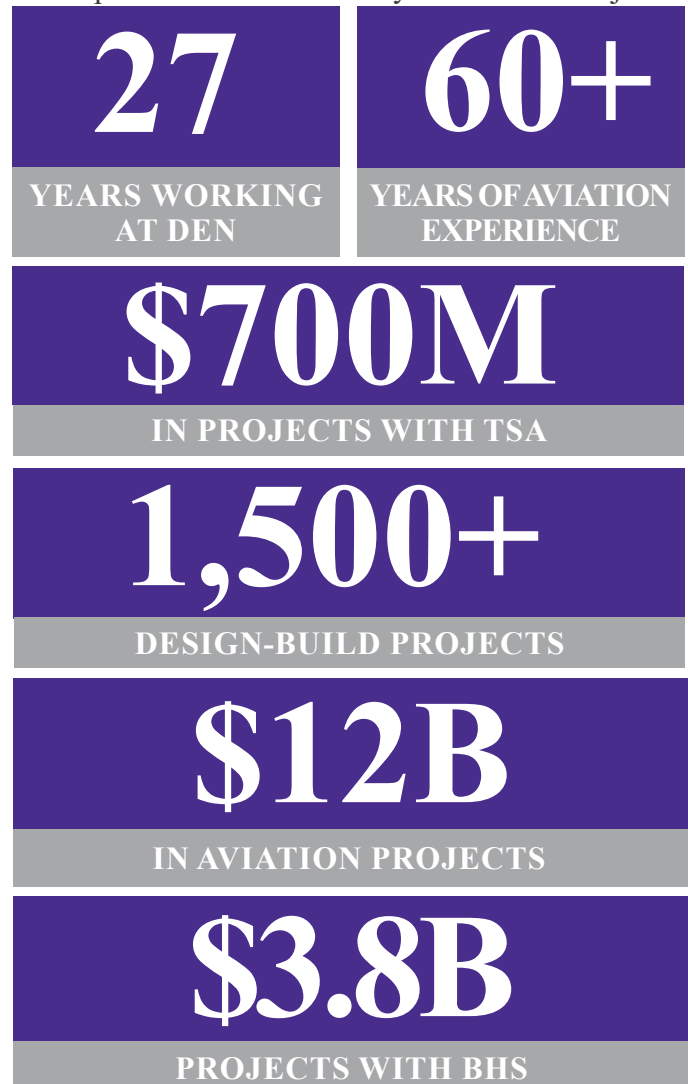
The office information and locations for each subcontractor and subconsultant can be found in their respective firm profiles following the organizational chart.

Resumes

Resumes for the proposed key staff personnel including key personnel of subcontractors can be found at the end the proposal after Tab 8 Additional Information.

THE PCL TEAM By the Numbers

Collectively, the PCL Team provides the knowledge and capabilities to successfully deliver this Project.



PCL DEN TSA RECAPITALIZATION & BHS MODERNIZATION DESIGN-BUILD TEAM

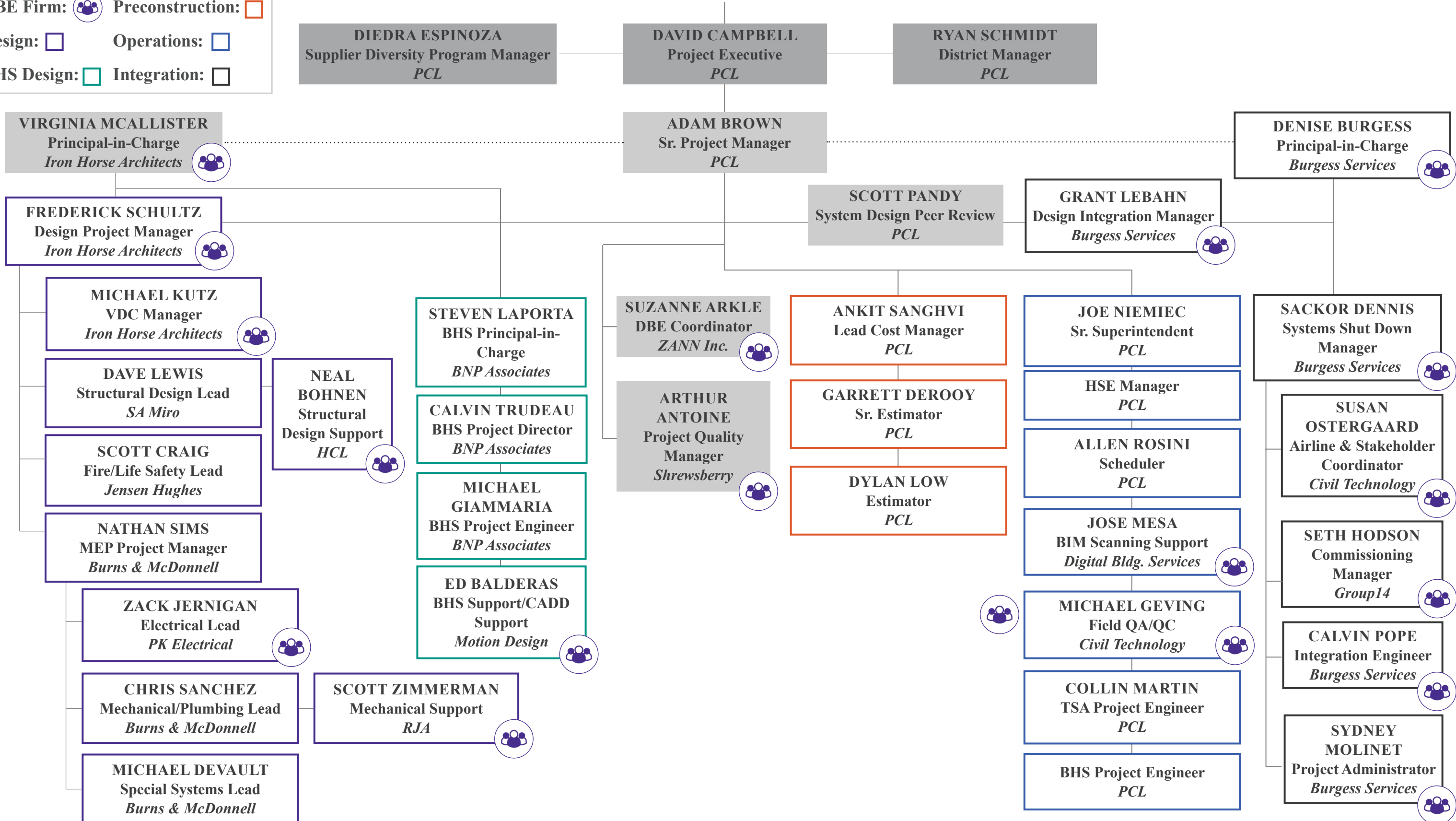


LEGEND

DBE Firm: Preconstruction:

Design: Operations:

BHS Design: Integration:



PCL CONSTRUCTION SERVICES, INC.



Role/Type of Work To Be Performed: Design-Build General Contractor

Work Assigned: Our approach ensures effective collaboration as well as continuous DEN process knowledge transfer and lessons learned communication from our previous work with DEN. Additionally, resource planning utilizing our collective team approach maximizes efficiency and value while ensuring a high level of service to the airport. The collective concept is accomplished by basing all of our DEN staff in the existing office space under Concourse B, as well as holding weekly internal DEN staff meetings.

Location Where Work will be Performed: Work will be performed out of PCL's local office and headquarters, at 2000 S. Colorado Blvd., Suite 2-500 Denver, CO 80222 as well as our DEN on-site office at 8500 Pena Blvd. Denver, CO 80249.

Office Address: 2000 S. Colorado Blvd., Suite 2-500 Denver, CO 80222

Total Number of Employees at Each Office: 192 total; 139 professional; 53 support

IRON HORSE ARCHITECTS



Role/Type of Work To Be Performed: Lead Architect

Work Assigned: Planning, Architecture, Interior Design

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 1900 Grant Street, Suite 1130, Denver, CO 80203.

Office Address: 1900 Grant Street, Suite 1130, Denver, CO 80203

Total Number of Employees at Each Office: 19 total; 7 licensed professionals, 7 unlicensed professionals, 5 support

BURGESS SERVICES



Role/Type of Work To Be Performed: Design and Construction Integration

Work Assigned: Lead Design and Construction Integration

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 5500 E. Yale Ave., Suite 201, Denver, CO 80222.

Office Address: 5500 E. Yale Ave., Suite 201, Denver, CO 80222

Total Number of Employees at Each Office: 6 total; 4 professional, 2 support

S.A. MIRO



Role/Type of Work To Be Performed: Structural Design

Work Assigned: Structural Engineering

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 4582 S. Ulster Street, Ste. 750, Denver, CO, 80237.

Office Address: 4582 S. Ulster Street, Ste. 750, Denver, CO, 80237

Total Number of Employees at Each Office: 67 total

HCL



Role/Type of Work To Be Performed: Structural Design Support

Work Assigned: Structural Design

Location Where Work will be Performed: Our work will be performed at our Greenwood Village office, located at 5600 S. Quebec Street, Suite 205B, Greenwood Village, CO 80111.

Office Address: 5600 S. Quebec Street, Suite 205B, Greenwood Village, CO 80111; 622 Rood Avenue, Unit B, Grand Junction, CO 81501

Total Number of Employees at Each Office: 48 total; 13 professional, 35 support

JENSEN HUGHES

Role/Type of Work To Be Performed: Fire/Life Safety

Work Assigned: Fire Protection Engineering and Life Safety Code Consulting

Location Where Work will be Performed: Our work will be performed at our Westminster office, located at 10170 Church Ranch Way, Suite 200, Westminster CO 80021.

Office Address: 10170 Church Ranch Way, Suite 200, Westminster CO 80021

Total Number of Employees at Each Office: 21 total; 14 professional, 7 support

BURNS & MCDONNELL

Role/Type of Work To Be Performed: MEP Engineer

Work Assigned: Engineering for mechanical, electrical and plumbing systems. Design for low-voltage and special systems.

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 9780 Maroon Circle, Suite 400, Centennial, CO, and at our Kansas City headquarters at 9400 Ward Parkway, Kansas City, MO 64114, as well as at our Minneapolis-St. Paul office at 8201 Norman Center Drive, Suite 500, Bloomington, MN 55437.

Office Address: 9780 Maroon Circle, Suite 400, Centennial, CO 80112; 9400 Ward Parkway, Kansas City, MO 64114

Total Number of Employees at Each Office: Denver: 298 Total; 254 professional, 44 support, Kansas City: 3,525 Total; 2,333 professional, 1,192 support

BNP ASSOCIATES

Role/Type of Work To Be Performed: Baggage Designer

Work Assigned: BHS Design Consultancy & Construction Administration

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 1999 Broadway, Ste 4250, Denver, CO 8020

Office Address: 1999 Broadway, Ste 4250, Denver, CO 80202

Total Number of Employees at Each Office: 70 total; 66 professional; 4 support

PK ELECTRICAL

PK Electrical, Inc.

Role/Type of Work To Be Performed: Electrical Support

Work Assigned: Electrical Support

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 4601 DTC Blvd., Ste 740, Denver, CO 80237.

Office Address: 4601 DTC Blvd., Ste 740, Denver, CO 80237

Total Number of Employees at Each Office: 33 total

MOTION DESIGN

Role/Type of Work To Be Performed: CADD Support

Work Assigned: CADD Support

Location Where Work will be Performed: Our work will be performed at our Thornton office, located at 12021 Pennsylvania Street, Suite 204, Thornton, CO 80241.

Office Address: 12021 Pennsylvania Street, Suite 204, Thornton, CO 80241

Total Number of Employees at Each Office: 10 total, can add as needs arise.



**RAMIREZ,
JOHNSON, AND
ASSOCIATES**



**Ramirez,
Johnson, &
Associates**

Role/Type of Work To Be Performed: Mechanical Support

Work Assigned: Mechanical Support

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 3301 Lawrence Street, Suite 2, Denver, CO 80205.

Office Address: 3301 Lawrence Street, Suite 2, Denver, CO 80205

Total Number of Employees at Each Office: 18 total



**ZANN &
ASSOCIATES**



ZANN
Redefine growth. Measure results.

Role/Type of Work To Be Performed: DBE Coordinator

Work Assigned: DBE Coordination

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 7752 E 4th Ave #1C, Denver, CO 80230.

Office Address: 7752 E 4th Ave #1C, Denver, CO 80230

Total Number of Employees at Each Office: 7 total



**GROUP14
ENGINEERING**



Group 14
ENGINEERING

Role/Type of Work To Be Performed: Commissioning

Work Assigned: Commissioning

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 1325 East 16th Ave, Denver, CO 80218.

Office Address: 1325 East 16th Ave, Denver, CO 80218

Total Number of Employees at Each Office: 44 total; 32 professional, 12 support



**CIVIL
TECHNOLOGY INC.**



CIVIL TECHNOLOGY INC.

Role/Type of Work To Be Performed: Field QA/QC

Work Assigned: Field QA/QC

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 2413 N. Washington St., Denver, CO 80205.

Office Address: 2413 N. Washington St., Denver, CO 80205

Total Number of Employees at Each Office: 6 total; 3 professional, 3 support



**DIGITAL BUILDING
SERVICES**



DBS
DIGITAL BUILDING SERVICES

Role/Type of Work To Be Performed: BIM Scanning Support

Work Assigned: BIM Scanning

Location Where Work will be Performed: Our work will be performed at our Florida office, located at 11290 SW 30th Street, Miami, FL 33165.

Office Address: 11290 SW 30th Street, Miami, FL 33165

Total Number of Employees at Each Office: 10 total



**SHREWSBERRY &
ASSOCIATES**



shrewsberry

Role/Type of Work To Be Performed: Project Quality Manager

Work Assigned: Project Quality

Location Where Work will be Performed: Our work will be performed at our Denver office, located at 2696 S. Colorado Blvd., Ste. 460, Denver, CO 80222.

Office Address: 2696 S. Colorado Blvd., Ste. 460, Denver, CO 80222

Total Number of Employees at Each Office: 100 total



CONSTRUCTION

Tab 6.

Company Experience & Qualifications



Tab 6. Company Experience & Qualifications

The PCL team is comprised of companies that have worked together extensively with the exact mix of experience and expertise required for the Project.

PCL Construction - Prime Contractor. PCL is a \$5B company with 45 years of successful past performance in Colorado and over 600 CCD projects. We are ranked #19 on *Engineering News-Record (ENR)* magazine's Top 100 Design-Build Firm's for 2020. Visit our [website](#) to learn more.

Iron Horse Architects (DBE) - Architect of Record. Iron Horse has decades of national and international design and development experience on complex aviation, transportation, local/federal government, and private development projects. Their extensive experience with Design-Build projects totals over \$7.5 billion. Visit their [website](#) to learn more.

Burgess Services (DBE) - Design and Construction Integration. Burgess Construction offers expert solutions in Construction Management, Quality Assurance/ Quality Control, Commissioning or installation of HVAC systems. From design to unbiased assessments to controlling cost, overruns, their experience mitigates problems before they happen. Burgess Services was one of the original contractors at DEN and has worked on major City of Denver projects for the last 30 years Visit their [website](#) to learn more.

ZANN & Associates, Inc. (DBE) - DBE Coordinator. Zann has 25 years of experience developing strong relationships with Denver contractors and meeting DEN, CCD, RTD and CDOT DBE goals. ZANN's expertise includes defining, executing, and measuring diversity and inclusion efforts to create comprehensive programming. Visit their [website](#) to learn more.

Shrewsberry & Associates, LLC (DBE) - Project Quality Manager. Shrewsberry is a DBE/MBE engineering and consulting firm known in the

industry for their commitment to quality, client service and dedication to the enrichment of their communities. Their core competencies and experiences are in Civil Engineering, Landscape Architecture and Construction Services. Visit their [website](#) to learn more.

S.A. Miro, Inc. - Structural Design. S. A. Miro, Inc. is a full service structural and civil consulting engineering firm with 42 years of experience. They have worked with DEN since its inception on various projects such as baggage system modifications and support, security checkpoints, escalator replacement, utility vaults and distribution facilities. Visit their [website](#) to learn more.

HCL Engineering (DBE) - Structural Engineering. HCL provides comprehensive civil and structural engineering, architecture, land surveying, and subsurface utility engineering services. They work at DEN daily providing a wide variety of civil, structural, and surveying services. Visit their [website](#) to learn more.

Jensen Hughes - Fire/Life Safety Lead. Jensen Hughes has 80 years of code consulting, fire protection engineering and risk analysis experience. In the last 16 years, they have completed over 80 tasks related to fire protection, code compliance and accessibility services at DEN. Visit their [website](#) to learn more.

Burns & McDonnell - MEP Services. Burns & McDonnell is an expert in aviation mechanical, electric, and plumbing services with over 120 years of experience. They are ranked #7 in Airports from *Engineering News-Record (ENR)* magazine. Visit their [website](#) to learn more.

BNP Associates, Inc. - BHS Design. BNP has been providing specialized consulting services to the air transportation industry on a worldwide basis since 1971. In the past five years, BNP projects represent a combined committed capital investment in excess of \$2B. Visit their [website](#) to learn more.



PK Electrical, Inc. (DBE) - Electrical Engineering. PK Electrical, Inc. is a self-performing electrical engineering firm, established in 1996. They are a woman-owned small business providing complete electrical system designs that include power and lighting, low voltage (DATA, WAN, LAN, Voice, CCTV, PA, Security Access & Control, A/V, Master Clock, DAS, Fire Alarm), medium voltage distribution, utility coordination, infrastructure, LEED, onsite surveys of existing systems, and more. Visit their [website](#) to learn more.

Motion Design (DBE) - BHS/CADD Support. Motion Design offers a full range of product design and development services, from concept to production. Their goal is to provide their customers with first-class support in developing their products, by utilizing an experienced and highly skilled network of professionals. Visit their [website](#) to learn more.

Group14 Engineering (DBE) - Commissioning. Group14 Engineering is a Denver-based consulting firm committed to inspiring better buildings where people thrive. Founded in 1992, Group14 Engineering provides building energy analysis, energy master planning, greenhouse gas analysis, commissioning and sustainable design consulting services. Visit their [website](#) to learn more.

Digital Building Services (DBS) (DBE) - BIM Support. DBS provides laser scanning, Revit and CAD modeling, BIM Coordination services, as well as project photography and construction monitoring. Since 2005, DBS management has completed BHS and terminal renovation projects in over sixty North American airports from small executive airports to the largest airports in the nation. Visit their [website](#) to learn more.

Civil Technology, Inc. (DBE) - Field QA/QC. Civil Technology Inc. was organized in 1989 in Denver, Colorado. Specializing in construction management. In addition to renovating blighted properties and restoring historic buildings, they have redeveloped vacant land for residential and commercial use and have worked on several projects at DEN. Visit their [website](#) to learn more.

Ramirez, Johnson & Associates, LLC (RJA) (DBE) - Mechanical & Plumbing Engineering. RJA provides mechanical, electrical, and plumbing engineering and design for a variety of retail and restaurant concessions throughout DEN as well as



various other projects. Visit their [website](#) to learn more.

Experience with Similar Work

The PCL team brings significant experience in designing, constructing, commissioning, and activating Airport BHS through our collective core team members' experience.

The following section illustrates our extensive combined similar previous work experience.

Experience of Design-Build Team Members Working Together and how the Team Integrates the Design with the Construction

Our Team has a deep history working together on complex projects similar to this Project. Some of these projects include:

- **PCL and Iron Horse Architects:** Four design-build projects, including the current design-build DEN Deicing project.
- **PCL and BNP:** Two recent BHS projects at SEATAC and SDIA.
- **PCL and Burgess Services:** 16th Street Mall Design-Build.
- **PCL and Burns & McDonnell:** DEN Central Plant Cooling Tower Sump Separation and Fire Operations Room HVAC Upgrades.
- **PCL and S.A. Miro, Inc.:** Eight recent projects including DEN Fire Station 35 and the original DEN construction.
- **PCL and HCL:** DEN Fire Station No. 35, Buckley AFB Rack Shoring, Morey Middle School Renovation, and DFD Fire Station No. 39.
- **Iron Horse Architects and Burns & McDonnell:** Iron Horse has completed 10+ projects with Burns & McDonnell.

- **Iron Horse Architects and S.A. Miro, Inc.:** Iron Horse has completed over 20 projects with S. A. Miro.
- **Iron Horse Architects and HCL:** Iron Horse has completed four projects with HCL.
- **Iron Horse Architects and PK Electrical:** Iron Horse has completed two projects with PK Electrical.
- **Iron Horse Architects and Burgess Services:** Iron Horse has been on teams with Burgess Services for over 10 years.
- **Burgess Services, Iron Horse Architects, and Civil Technology:** Convention Center Expansion Project.
- **Burgess Services and Burns & McDonnell:** On-Call Cost Estimating and Mechanical Review Project.

TEAM MEMBERS WORKING TOGETHER

Frederick Schultz, and Grant Lebahn, have worked together on several projects including the Wellington Webb Building, Denver Aquarium, and 601 Broadway.

Team's Baggage Experience in North America

PCL has completed more than 70 baggage-related projects across North America, including working on the team for the DEN CBRA project.

BNP BHS Projects:

- SAN International Arrivals Facility
- SAN The Green Build - Contract 1 SAN Terminal 2 Building and Airside Expansion
- Toronto Airport - Baggage Optimization Design-Build Project
- Kelowna Airport - Baggage Hall Expansion
- Regina Airport - Hold Baggage System Addition
- SeaTac International Window Wall, Ticket Counter, and Baggage Belt
- Anchorage International Airport Concourse A & B Renovations Phase 2
- Orlando Airport - Airport Security Improvement Program-In-Line Baggage Screening System

CASE STUDY



DEN CONSOLIDATED CBRA

Structural renovations and construction of Checked Baggage Resolution Areas (CBRA) at Level 3 of Jeppesen Terminal. Structural modifications involved the coordination and installation of precast concrete planks at the mezzanine level, steel modifications to existing structures to accommodate the Baggage Handling System, and construction of the new screening rooms.

BURNS & MCDONNELL BHS PROJECTS:

- AA LAX T4 BHS Program
- AA PHL BHS Stabilization Program
- Delta Air Lines ATL Concourse E BHS Mods
- Delta Air Lines LGA Terminal C&D Reconstruction
- DEN Terminal Level 5 BHS
- DFW Terminal D South Expansion
- DFW TRIP Terminal B&E BHS
- JFK Terminal 4 Makeup Unit & Carousel Replacement
- JFK Terminal 4 RC2 BHS Conveyor Mods
- MCO South Terminal Design-Build BHS
- MIA South and Central CBIS/CBRA Program
- MKE Baggage Claim Renewal
- MSY BHS Improvements
- MSY New Terminal Program
- United Airlines ORD Baggage Induction Study

DEN Program

Denver, CO

Whether through DEN On-Call services or stand-alone open bids, the PCL Team has worked from the top of the canopies to the tunnels, sewers to every terminal, Concourses, and back-of-house areas. Our collective team intimately understands your airport.

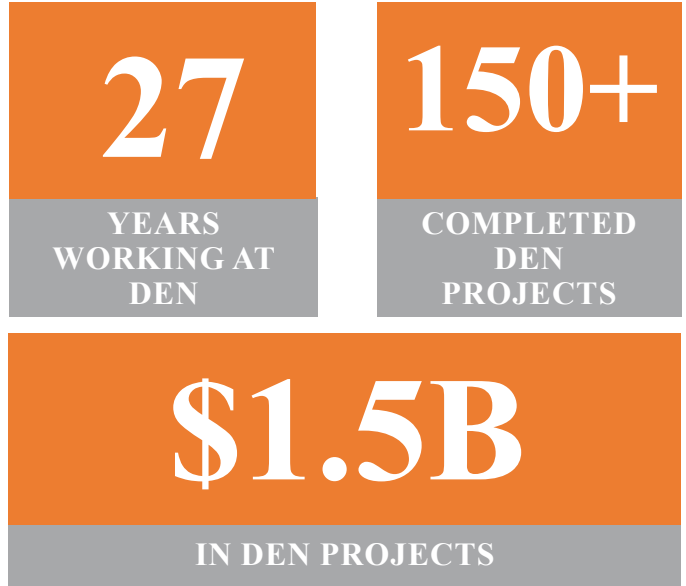
Our proposed personnel have been directly involved with these relevant projects and are accustomed to the demands and rigors of off-hours or evening work, fast and condensed schedules, and working around occupied environments.


We have a deep understanding that security measures, early planning, and logistics are critical to completing work while maximizing public safety and minimizing impacts to operations. Process and procedure are paramount to success and PCL has adapted ours to serve DEN requirements.



This collective experience means our team understands the typical challenges that will arise on this project and will leverage lessons learned to deliver a successful project to DEN, stakeholders, and the traveling public.





THE PCL TEAM'S DEN EXPERIENCE

By the Numbers



Team Member	DEN Projects
	<ul style="list-style-type: none"> ▪ DEN ADS (with Iron Horse Architects and S.A. Miro) ▪ DEN Professional Services On-Call ▪ R22 Replacement ▪ HTC Door Vestibules ▪ Terminal Stairwells Pressurization ▪ ARFF Station #1 Roof Replacement ▪ Frontier Pond Liner ▪ Fire Station 35 Landscaping ▪ Terminal Baggage Information Display System Upgrades ▪ East Terminal Level 4/5 Upgrades ▪ Concourse A Sewer Repair ▪ Concourse A Sewer Repair ▪ Taxiway ALCAMS Facility ▪ Terminal Marketplace Upgrades

Team Member	DEN Projects
 	<ul style="list-style-type: none"> ▪ DEN ADS (with PCL Construction and S.A. Miro) ▪ DEN A&E Professional Services On-Call ▪ Plaza Lounge ▪ On-Call PMSS - Planning ▪ CUP Modernization ▪ Nursing Mother Room ▪ Information Booth Rep ▪ Workplace S ▪ CUP Boiler 1,3, and 4 Replacement ▪ Pena Boulevard D/B - GT Lot ▪ HTC Doors ▪ Concourse T ▪ CCB Xcel Transformer Vault Rooms ▪ Terminal (Tent) Roof In-Depth Cond ▪ CNC Router Room

Team Member	DEN Projects
	<ul style="list-style-type: none"> ▪ Terminal Level 5 BHS (with BNP Associates) ▪ Boiler 1, 3, & 4 Replacement ▪ R22 Phase 2 Replacement ▪ Boiler 2 Replacement ▪ Concourse Expansion Program A & B West – CxA ▪ Thermal Energy Storage Evaluation ▪ Fuel Shut-off Upgrades ▪ Lift Station No. 1 Improvements ▪ Central Utility Plant Modernization
	<ul style="list-style-type: none"> ▪ Concourse A West Expansion ▪ Concourse B West Expansion ▪ Concourse C Commuter Facility ▪ Concourse C East Expansion Survey ▪ Hotel and Transit Center ▪ Fire Station No. 35 ▪ Runway 17L-35R/ Taxiway P/ P7 Storm Drainage ▪ Runway 16L-34R Complex ▪ Parking Garage - #2 ▪ South Terminal 2013 On-Call Surveying
	<ul style="list-style-type: none"> ▪ Concourse Expansion Project (CEP), Phase II, Concourse A (CCA) East Ground Load (AEGL) ▪ Life Safety Smoke Control Systems Testing Services ▪ Hotel and Transit Center ▪ Great Hall Redevelopment Project
	<ul style="list-style-type: none"> ▪ DEN ADS (with PCL Construction and Iron Horse Architects) ▪ Alternate Baggage Handling System ▪ On-Call A&E Services ▪ Concourse C Escalator Replacement ▪ Baggage System Repairs ▪ International Federal Inspection Services (FIS) Expansion

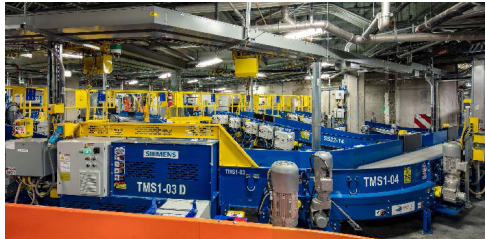
Team Member	DEN Projects
	<ul style="list-style-type: none"> ▪ Terminal Level 5 BHS (with Burns & McDonnell) ▪ MOD2E Concepts Review for Southwest Airlines ▪ Concourse A BHS & GSE analysis & design ▪ Concourse A Simulation for United Airlines
	<ul style="list-style-type: none"> ▪ Construction Management - Concourse C/Southwest Airlines ▪ Concourse B Expansion ▪ Westin Hotel and Transit Center ▪ Original DEN construction - Tenant Finish
	<ul style="list-style-type: none"> ▪ Pena Bridge Rehab ▪ Pena Welcome Sign ▪ Erosion Control 2017 & 2018 ▪ Triple Stack Project ▪ Fire Station 35 ▪ Annual Pavement Rehab 2017 & 2018 ▪ Quincy & Queensburg Paving ▪ GARDI SE & NW ▪ Great Hall ▪ Concourse A West Expansion ▪ Concourse B West Expansion ▪ Concourse B East Expansion ▪ Concourse C East Expansion
	<ul style="list-style-type: none"> ▪ Concourse Expansion Program ▪ Program Management 2017 ▪ QA Services ▪ PMSS Facilities ▪ PMSS Infrastructure ▪ Great Hall QA Services ▪ Cx/Quality Assurance

CASE STUDY

DEN MOD 1

PCL is completing the Phase 2 enabling work of the Great Hall Completion Program. This project includes the interior buildout of spaces to move airline tenants. The build out includes new universal check-in counters, free standing kiosks, curbside check-in relocations, modifications to existing baggage handling system, and associated back of house office space.

Sea-Tac Baggage Optimization Project, Seattle, WA



Project with Key Personnel

Scope included:

- Redesign of the system to accommodate 66 MAP due to the rapid growth.
- Remove and replaces over 10 miles of conveyor.
- Construction of eight CTX 9800 machines, 28 baggage inspection tables, one temporary MEC and two temporary sortation mainlines (Phase 1).

Schedule: 03/2017 - 06/2024 (projected)

Contract Value/Gross Fees: \$57M (PCL Contract)

Scope of Work: Updating the BHS and construction of a new CBRA.

Owner: Port of Seattle, 17801 International Blvd, Seattle, WA 98158; Ed Weitz, Capital Program Leader, 206.787.5829

Subconsultants and % of Work Performed: MD Moore: 8% | VECA: 22% | JBW: 34%

Project Safety Statistics: Zero lost time incidents.

Outcome/Result: Project on track to be completed by 2024.

Edmonton International Terminal Building Expansion, Edmonton, AB, CA



Project with Key Personnel

Scope included:

- Major expansion to the south terminal building, totaling 446,000 SF.
- 167,000 SF of renovations to key facilities in the existing terminal building.
- Management of the BHS system that provides a new bag drop line for the international gates of the Edmonton airport, which included new conveyor lines, screening equipment, and sorting equipment.

Schedule: 10/2009 – 08/2012

Contract Value/Gross Fees: \$268M (CAD)

Scope of Work: Building renovation and BHS Upgrade.

Owner: Edmonton Regional Airports Authority, 1000 Airport Rd., Edmonton International Airport, AB, T9E 0V3; Steve Rumley, Vice President Infrastructure, 780.890.4887

Subconsultants and % of Work Performed: Arpi's: 16% | Territorial Electric: 10%

Project Safety Statistics: Zero lost time incidents.

Outcome/Result: Project completed successfully and 12% under budget.

SAN International Arrivals Facility, San Diego, CA



Project with Key Personnel

Scope included:

- 55,000 SF of new construction and 75,000 SF of remodeled space.
- Add second baggage reclaim device.
- Review and approve design submittals and commission baggage portion of the new FIS international arrival facility at SAN Terminal 2 West.
- Two new claim devices and associated infeeds and a new recheck subsystem that connected to the existing ticket counter subsystems.

Schedule: 03/2017 - 03/2020

Contract Value/Gross Fees: \$186M

Scope of Work: Renovation and additions to BHS.

Owner: San Diego County Regional Airport Authority, PO Box 82776 San Diego, CA 921385; Brian Lahr, SAN Construction Manager, 619.871.0054

Subconsultants and % of Work Performed: Vanderlandee: 3.9% | Otis: 2.11% | Southland Mechanical: 9.75% | Helix Electrical: 12.52%

Project Safety Statistics: Zero lost time incidents.

Outcome/Result: Completed on time and Phase 2 turned over two months early.

MIA South and Central CBIS/CBRA/BHS Program, Miami, FL



Project with Key Personnel

Scope included:

- Building alterations to Central Terminal to prepare the area for construction of the CBIS/CBRA building.
- Underground utility modifications to accommodate the new foundations and relocate utilities.
- 100 Mobile Inspection Tables (MITs), 52 TSA inspection stations, 12 CTX 9800 EDS machines and 2,100 new and recontrolled conventional belt conveyors.
- Nine miles of conveyor belts.

Schedule: 07/2015 - 02/2022

Contract Value/Gross Fees: \$324M

Scope of Work: Renovation and addition to CBIS/CBRA.

Owner: Miami-Dade Aviation Department, 2100 NW 42nd Ave., Miami, FL 33126; Reynaldo Garcia, 305.869.5989

Subconsultants and % of Work Performed: BNP Associates, Inc.: 15.84% | Gurri Matute: 7.51% | Mobio Architecture, Inc.: 5.49% | PDS Inc.: 1.77% | DDA Engineers: 1.36% | Gartek Engineering Corp.: 9.76% | Louis J. Aguirre & Associates: 10.82%

Project Safety Statistics: Zero lost time incidents.

Outcome/Result: Project completed successfully.



CONSTRUCTION

Tab 7.

Project Quality Management Approach



Tab 7. Project Quality Management Approach

Quality Management

PCL's approach to Quality Management combines a systematic and measurable process to control and monitor quality with an executive management approach that creates a culture of accountability. The project goal is zero rework, which will be obtained by defining strict processes to ensure that each facet of this Project is designed and built correctly the first time.

Project Quality will be achieved through a tiered approach for design and construction to ensure both processes meet minimum performance criteria and minimize long-term operational costs. The Quality Management Plan (QMP) will include both a Design Quality Management Plan (DQMP) and a Construction Quality Management Plan (CQMP), each with a different focus on each phase of the design-build process.

The DQMP will address the following critical processes during design:

- **Design Standards:** After reviewing all applicable DEN design standards and project-specific performance requirements related to the BHS systems, our Team will consolidate all design standards into a single document, focusing on identifying conflicting or contradictory requirements and DEN's quality objectives. Resolution of these conflicts will be prioritized so that clear direction is provided to our design team to avoid future misalignment.
- **Document Control:** All quality records will be maintained in an established project-wide document control system under specific item registers that can be accessed anytime by the entire DEN project team.
- **Design & Constructability Reviews:** Constructability reviews and DEN involvement will occur during all phases of preconstruction and design development. At the incremental design milestone, design packaging documents will be transmitted through DEN to initiate formal review meetings where comments will be generated. At these meetings, comments will be delineated by the Engineer of Record (EOR) and captured in the Design Review Comment and Resolution Log, which must be adjudicated before 100% Issue for Construction (IFC) documents can be produced and approved.

- **Interdisciplinary Design Reviews:** The entire design team will review and provide comments on every packaged submittal. Independent quality checks will occur during design development, and the PCL Team will simultaneously influence the drawings and specifications to align with the Project Execution Plan.
- **Issue for Construction Documents:** The Design Manager will lead weekly technical workgroups with the design team to maintain a linear design revision process that incorporates resolution of all items included in the Design Review Comment and Resolution Log. Once finalized and approved by DEN, the IFC documents will serve as the minimum performance criteria on the Project.

The CQMP will define the Project relationships for quality control (QC) and quality assurance (QA) for design and construction during the build process. PCL uses this process to provide a comprehensive plan for all levels of the QC team. The Project Quality Manager (PQM), Arthur with Shrewsberry will develop a detailed project plan which will include pre-work meetings, quality inspection processes, and hold points, as further described below.

Maintaining Independence between Design and Construction

Arthur Antoine, the PQM will maintain independence from the design and construction production staff and will report directly to Adam Brown to ensure maximum project quality and integrity to the QMP. These independent reporting lines will provide the necessary authority to check and oversee the design-build process and ensure that overall quality is achieved and maintained.

Arthur Antoine, the PQM Shrewsberry, will perform unannounced audits of design and construction processes. During design, the PQM will be involved in specification review, design integration, revision control, and constructability review comment incorporation. During construction, the PQM role will extend to stakeholder integration, EEO and labor compliance audits, QC hold points, as-built drawing audits with RFI integration, daily quality resource planning, and

testing frequency audits, etc.

Approach to Non-Conforming Items, Document Control, QA/QC Management, and Coordination/Communication of Quality Management Program

Non-Conforming Items: Minimizing the occurrence of non-conforming work is one of the primary focal points of the QMP. When non-compliance occurs, we will adhere to the procedures of the QMP to identify, control, and resolve the root cause of the non-conformance to prevent further occurrence on the Project. Non-conforming work relating to the installation of materials or conformance to design requirements will be promptly detected, eliminated, or rectified. Through this corrective action process, we will determine and eliminate the cause of non-conforming items and avoid re-occurrence.

Document Control: During both design and construction, our Team will use Autodesk's BIM 360 platform to record, assign, and manage design issues and non-conforming items to closure, facilitating an organized, thorough, and collaborative issue resolution process. This will provide additional value to the construction team with issue and comment history for seamless knowledge transfer. The BIM 360 platform will follow the project's entire lifecycle, from design and preconstruction to construction, closeout, and turnover.

QA & QC Management: The role of the PQM is to manage the entire quality process while maintaining separation between Quality Control and Quality Assurance, which will help resolve project quality issues before they present themselves. Quality Control will occur 100% of the time for all work elements, whereas Quality Assurance will occur 15-100% depending on the success of the QMP.

We will execute the following fundamental steps to achieve the level of quality required during

construction.

Role of Engineer of Record in the Quality Management Plan

The EOR will be heavily involved in the development of the project-specific QMP to ensure absolute buy-in to the QA/QC processes and responsibilities of each team member.

Non-Conformance Items (NCR) will be formally documented in Autodesk BIM 360 and communicated to all parties weekly. These reports are generally written by either the QC or QA managers or members of their teams, such as engineers, technicians, or inspectors. They will flow through the EOR for their concurrence and approval before formally being submitted to DEN for acceptance.

Quality status updates will be a regular agenda item in the weekly Owner Architect Contractor (OAC) meetings to ensure all open QA/QC inspections, outstanding list of NCRs, and resolutions to each are communicated to DEN throughout the contract.

CLIENT TESTIMONIAL

"Throughout the project, PCL has consistently demonstrated their commitment to success by their attention to detail on all phases of work including schedules, quality control, communication, and their unwavering dedication to safety. Following the completion of the first phase of the construction, we felt that the project turned out even better than what we have envisioned-this is a testament to the level of dedication and professionalism that we received from PCL. I highly recommend the services of PCL Construction, Inc."

Heather Runkel, PLA,
Senior Park Project Manager,
Planning, Design & Construction,
City & County of Denver



CONSTRUCTION

Tab 8.

Additional Information





DAVID CAMPBELL

Project Executive

Years of Experience

22 years

Educational Background

BS, Geography, Kutztown
University of Pennsylvania

Accreditations/ Certifications

LEED AP

OSHA 30

Length of Employment

16 years

Description, Role & Responsibilities

David will bring the relationships, and understanding of successfully managing projects at DEN to your Project. His familiarity with DEN stems over the past three years as Manager of Special Projects and Principal-in-Charge of all projects at DEN for PCL Construction's Denver office. Prior to his work at DEN, David managed \$1.1B of new construction and renovations at the American Dream Project. With more than two decades of experience, David, offers the commitment, responsiveness, and friendly service of a local contractor, as well as the expertise, knowledge, and safety culture of a large contracting organization. David will oversee all aspects of this complex, multi-discipline design-build team to ensure this Project is completed safely, on time, and within budget.

Relevant Project Experience

DEN, Mod1: Phase 2

Denver, CO

Phase 2 enabling work of the Great Hall Completion Program, including the interior buildout of spaces to move airline tenants. The build out includes new universal check-in counters, free standing kiosks, curbside check-in relocations, modifications to existing baggage handling system, and associated back of house office space.

DEN, On-Call Projects

Denver, CO

Worked on multiple projects under a current on-call program. The projects have included structural, architectural, and MEP scopes of work in public and restricted areas. Performance of the work has involved close coordination with various stakeholders, ensuring public safety, and mitigating impacts to DEN operations.

- DEN R22 Replacement
- DEN HTC Door Vestibules
- DEN Terminal Stairwells Pressurization
- DEN ARFF Station #1 Roof Replacement
- DEN Frontier Pond Liner
- DEN Fire Station 35 Landscaping
- DEN CCA Escalator Replacement
- DEN Tunnel Sewers
- DEN CCA, CCB, CCC Pump Replacement Projects
- DEN Pre-Conditioned Air

DEN, Checked Baggage Reconciliation Areas (CBRA)

Denver, CO

PCL is a subcontractor to Ludvik Electric for specific scopes of work per the interior renovations of Checked Baggage Reconciliation Areas at DEN. The areas are located at the west and east side of the terminal, at Level 3 and Level 4. PCL's scope of work includes: select demolition of concrete, mechanical and plumbing systems, removing steel grating at the Level 4 mezzanine levels, and replacing it with precast concrete panels, structural steel and steel stair systems, fireproofing, framing and installation of gypsum wall assemblies and masonry walls, and furnishing and installation of interior finishes, including painting, ceiling systems, casework, flooring, doorways, and interior windows. This project will require day and night shifts to accommodate the continued operations during the project.



CONSTRUCTION

PCL CONSTRUCTION, INC.



DIEDRA ESPINOZA

Supplier Diversity Program Manager

Years of Experience

23 years

Educational Background

MS, Leadership
and Organizational
Development, Regis
University

BS, Human Resources
Management, Regis
University

Length of Employment

<1 year

Description, Role & Responsibilities

Diedra is a small business champion and key conveyor of corporate diversity strategy, community outreach and engagement, and small/diverse business capacity. She provides oversight and support of DBE outreach and engagement efforts, from solicitation through construction, and oversees contract and documentation requirements to ensure diverse business goals are exceeded. With over two decades of active involvement and leadership in local organizations such as the Hispanic Chamber of Commerce, Diedra has the local insight and connectivity to support the DBE Equity, Diversity, and Inclusion Plan on this project.

Relevant Project Experience

DEN, Hotel and Transit Center Project

Denver, CO

The new Hotel and Transit Center included the design and construction of a 519-room Westin hotel and conference center, a public transit center, which includes a commuter rail station connecting the airport with downtown Denver and a centralized pick-up and drop-off for all Regional Transportation District (RTD) buses serving the airport, and a public plaza, Denver's newest venue for programs and events where passengers and visitors can find entertainment, relaxation art and restaurants.

Career Wise Colorado

Denver, CO

As Senior Director of Partnerships, Diedra directed a team in an innovative national not-for-profit designed to build an ecosystem that bridges the gap between education and employment systems, resulting in equity in our economy, including outreach and job placement of traditionally underserved student populations. Her team's goal was to engage employers and students to re-imagine the workforce of tomorrow by building and investing today in communities who face barriers. Responsibilities included outreach to students and corporations.

Hispanic Chamber Of Commerce

Denver, CO

Diedra was the President and CEO of the Hispanic Chamber of Commerce for three years. She led the Hispanic business membership organization and Leadership Foundation, whose mission is to advocate for Hispanic businesses through programs, legislative/policy initiatives, and strategic partnerships with corporations. She offered business development programs including capacity building and certification. She also spearheaded a separate Leadership Foundation that provided leadership development programming to young Hispanic professionals and entrepreneurs.



CONSTRUCTION

PCL CONSTRUCTION, INC.



ADAM BROWN

Senior Project Manager

Years of Experience

22 years

Educational Background

Construction Engineering
Technology Diploma

Accreditations/ Certifications

OSHA 30

Length of Employment

18 years

Description, Role & Responsibilities

Adam is an experienced aviation builder with the niche skill-set of BHS. On the Edmonton International Airport project he oversaw the BHS scope with a strong attention to detail and ability to coordinate with multiple stakeholders. He strives to create a positive and productive environment by fostering a collaborative approach to team work that includes clients, consultants, and subcontractors. He establishes clear and precise goals, procedures and performance standards ensuring the objectives are ultimately achieved on time, on budget, safely, and with a constant eye to the needs of the client.

Relevant Project Experience

LAX Consolidated Rent-A-Car (ConRAC) P3

Los Angeles, CA

\$1.1B Consolidated Rent-A-Car (ConRAC) facility P3 project will combine rental car operations in the Los Angeles International Airport (LAX) area into one convenient location adjacent to the 405 freeway. The facility will be connected to the Automated People Mover (APM) train and will feature more than 18,000 parking spaces as well as Quick Turn Around (QTA) facilities that allow for car washing, fueling, and light maintenance.

Edmonton International Airport Terminal Expansion

Edmonton, AB, CA

\$268 Million project involving a 446,000 SF major expansion to the south terminal building, including 167,000 SF of renovations to key facilities in the existing terminal building. Adam led the complex baggage handling system and passenger boarding bridges. The BHS system provided a new bag drop lines for the international gates of the Edmonton airport, which included new conveyor lines, screening equipment, and sorting equipment.

Stantec Tower

Edmonton, AB, CA

\$392 Million 66-storey, 1,300,000 SF mixed use tower which will have 28 stories of office space and approximately 481 residential units. This tower is targeting LEED Gold Certification and will act as an integral component of Edmonton's ICE District.

Kaye Edmonton Clinic

Edmonton, AB, CA

\$411 Million, 677,000 SF facility for outpatient care, health sciences, medical, family and senior's care. Construction took place on an active campus requiring air quality monitoring, pedestrian and traffic management plans, and signification underground utility coordination.

Li Ka Shing Centre Health Research Innovation Facility (HRIF)

Edmonton, AB, CA

\$159 Million project involved constructing two buildings: HRIF East (eight occupied floors & three mechanical floors) and HRIF West (seven occupied floors & two mechanical floors) on a total of 700,000 SF.



CONSTRUCTION

PCL CONSTRUCTION, INC.



VIRGINIA MCALLISTER

Principal-in- Charge (Design)

Years of Experience

35 years

Educational Background

MA, Architecture, Syracuse
University

Accreditations/ Certifications

Registered Architect:
Colorado, Minnesota,
North Dakota, Maryland,
California, Wyoming,
Alabama, Texas

AIA

NCIDQ

NCARB

LEED AP

DBIA

Length of Employment

17 years



Description, Role & Responsibilities

Virginia is recognized within her field for addressing the complex challenges of projects while leading large project teams and coordinating the concerns of multiple stakeholders. She brings a wide variety of experience to aviation projects. She has managed both large contracts and multiple small task orders that run concurrently. She oversees Iron Horse's DEN and UAL on-call contracts and understands the challenges present at DEN and with the successful execution of this Project.

Relevant Project Experience

DEN Airport Deicing Systems (ADS)

Denver, CO

The ADS project for DEN is part of a larger modernization project bringing DEN's sustainability goals in line with its operations. This complex multiphase highly technical glycol recycling system will continue to support DEN's leadership in worldwide sustainability. The project is a Design-Build Finance Operate and Maintain deliver method. This allowed our team to dig deep into operations and make the best decisions based on the ROI of the work. It is a phased "mission critical" project for DEN for both operations and sustainability.

BWI, BWI D/E Connector Enabling Project

Baltimore, MD

Project Manager for 11, \$44M task based enabling projects for the D/E connector project at BWI. The 11 tasks included baggage projects from curbside to CBIS as well as a secure temporary international baggage system, which won "Best Project under \$12M". This extremely complex set of task orders wove multiple enabling projects through the airport preparing the site for the new connected concourses. This required incredibly complex design, construction and phasing which was accomplished using REVIT and Navisworks.

DEN, On-Call Industrial Design

Denver, CO

Virginia served as Principal-in-charge, designer, architect of record, and provided oversight and quality control for the project, supporting Burns & McDonnell for a variety of back of house and public tasks for DEN on an as-needed basis. Tasks include design, document preparation and BIM development associated with improvements to the HVAC system in the north terminal; the HVAC serving the Fire Operations Room; gate modification; addition of new chillers in the Central Plant; and repair of the VSCF ductwork.

DEN, On-Call Architecture and Engineering

Denver, CO

As principal-in-charge, designer, architect of record, Virginia oversaw the management of the on-call task orders related to the DEN On-Call Architecture & Engineering Contract. Tasks included: Workplace Strategy Assessment, hotel Transit Center Door Assessment and Wind Study, Concourse Trash Chutes Assessment, Concourse B Transformer Vault Improvements, and the Great Hall Tent Roof Assessment.



Description, Role & Responsibilities

Denise has over 28 years of construction experience in Colorado and throughout the country. She is primed for large scaled and purposeful construction and development. Her educational and experiential background prepared her for the many construction leadership roles that she has embodied within Colorado.

DENISE BURGESS

Principal in Charge (Integration)

Years of Experience

28 years

Educational Background

BA, Business, University of Northern Colorado
Certificate Construction Management from the University of Denver

Length of Employment

28 years

Relevant Project Experience

DEN, Concourse B West

Denver, CO

Denise Burgess served as Project Executive for the mechanical installation of Air Handling Units for the United Concourse B. Scope of work includes AHU installation, construction management, quality assurance/quality control.

Denver Westin International Hotel and Transit Center

Denver, CO

Burgess Services LLC was awarded the \$39 million mechanical, plumbing, temp control, and fire suppression construction management contract for the Denver Westin Hotel and Transit Center. Burgess Services managed over nine subcontractors with the majority being minority and/or small businesses. The Burgess Services successfully completed the project with less than 10% increase.

Community Involvement/Awards

- Co-Chair for Small and Medium Size Business, Economic Relief and Recovery Council, Appointed by Mayor Michael Hancock (2020)
- Awarded the Ronald H. Brown Leadership Award from the United States Department of Commerce Minority Business Development Agency (2019)
- Colorado Black Hall of Fame Inductee (2018)
- Denver Metro Chamber Board (Chair 2017-2018)
- Denver Urban Renewal Authority (Chair 2004-2012)
- Top 25 Most Powerful Woman Award, Colorado Women's Chamber of Commerce (2014)
- Co-Chair, City and County of Denver Construction Empowerment Initiative Advisory Council, Appointed by Mayor John Hickenlooper, (2007-2008)





Description, Role & Responsibilities

Frederick is a Design Architect with proven project management experience with large-scale commercial projects, including transportation, high-rise, urban mixed use, multi-family residential, industrial, office and hospitality projects. He has significant experience in directing the full lifecycle of building processes from procurement, entitlements, design, permitting, construction, and closeout to property sale. He excels in managing projects on complex sites and engaging in collaborative design processes on large projects with multiple stakeholders.

FREDERICK SCHULTZ

Design Project Manager

Years of Experience

31 years

Educational Background

MA, Architecture,
University of Colorado

BS, Design Arch,
University of Florida

Accreditations/ Certifications

RA: CO, MA, FL

LEED AP

Project Management
Professional (PMP) - in
progress

Length of Employment

< 1 year

Relevant Project Experience

Ralph L. Carr Colorado Judicial Center

Denver, Colorado

Development Manager. Fred was responsible for managing a \$28M, 700K SF complex comprised of a courts facility and 440,000 SF office building. Architectural Project Manager. Mr. Schultz was responsible for the design and management of a 700,000 SF, \$200M office facility with retail and structured parking.

Colorado's Ocean Journey Aquarium

Denver, Colorado

Architectural Project Manager. Fred was responsible for the design and management of a \$96M, 1M-gallon aquarium which tells 2 stories of water's path from the mountains to the ocean and the animal life found along the way.

601 Broadway

Denver, Colorado

Development Manager. Fred was responsible for the procurement, development of design, engineering and construction teams, owner's representation and general project management for a 200,000 SF, \$65M mixed use office building, with a 258-car garage for Denver Health and Hospital Authority.

3800 Blake Street

Denver, Colorado

Director of Development Management. Fred was responsible for procurement, design direction, owner's representation and general project management for this mixed- use development adjacent to the RTD Light Rail stop at 38th Ave. Phase 1 proposes a 330,00 SF Office building and a separate above grade parking structure.





SCOTT PANDY

System Design Peer Review

Years of Experience

40 years

Educational Background

Lorain County Community
College Business

Manatee Community
College Business

Colorado State University
Sustainable Design

Accreditations/ Certifications

OSHA 30

Length of Employment

3 years



CONSTRUCTION

PCL CONSTRUCTION, INC.

Description, Role & Responsibilities

With over 40 years of experience, much of which has taken place on airport campuses, Scott understands the intricacies of ensuring projects don't impact the passenger experience. His expertise in technology and security access control systems allow him to successfully manage and coordinate with large complex teams and stakeholders. Having worked in nearly every facet of construction combined with his experience working at DEN, he understands the complexities of your Project and can offer solutions to project challenges during the Systems Design Peer Reviews.

Relevant Project Experience

DEN, Concourse B

Denver, CO

This project consisted of the remodel of an existing commuter facility. The work included new paint, ceiling tile, carpet, FRP, roof repair, and lighting repair.

Orlando International Airport, Technology Systems

Orlando, FL

Scott developed the Technology Program Management Plan and bid packages for the South Terminal Complex at the Orlando International Airport.

Dallas Love Field Airport, Upgrades

Dallas, TX

This project included a ticketing hall used by all airlines, an expanded baggage claim hall, a renovated and expanded main lobby, and three existing concourses replaced by one single concourse. The design was focused around passenger convenience, operational efficiency and maintainability.

Austin Bergstrom International Airport, Terminal East

Austin, TX

Scott managed the MEP scope, developed the technology systems RFP and wrote the subcontracts for this Terminal East Infill project.

Los Angeles International Airport, Terminals 6,7, and 8

Los Angeles, CA

This development program modernized Terminals 6, 7, and 8 at LAX by extending life of the terminals, upgrading the baggage and passenger security screening facilities, and improving the customer service facilities.

Norman Y. Mineta San Jose International Airport, Terminal Improvements

San Jose, CA

Scott managed the electrical and technology design reviews and budgets on this Terminal Area Improvement Program project that included new and renovated terminal buildings, a consolidated rental car facility, roadway system to alleviate congestion, security checkpoints and baggage systems.



Description, Role & Responsibilities

Grant is a strategic, and innovative forward-looking thinker who has been a leader in the construction industry for 26 years. He comes alive when he can help provoke realistic ideas, novel concepts, or solutions for business and leadership enhancements. Having worked in all levels of the construction process, from engineer to project executive, he can dive deep into the preconstruction process with strong analytical skills while maintaining an eye on the big picture. He prides himself in providing down-to-earth explanations of what can and cannot be done. As the Integrated Design Manager, Grant will leverage his unique ability to guide a team from design development to groundbreaking.

GRANT LEBAHN

Design Integration Manager

Years of Experience

26 years

Educational Background

BS, Civil Engineering,
North Dakota State
University

Accreditations/ Certifications

LEED AP BD+C

Length of Employment

4 years

Relevant Project Experience

DEN, Level 5.5 Baggage System Modifications

Denver, CO

The Baggage Handling System project constructed a new baggage platform between levels 5 and 6 of the Jeppesen Terminal. The new bag platform enabled airlines to intake bags from any point on level 6 and allowed those bags to move into the appropriate area under the terminal where final bag screening and loading takes place.

DEN, Concourse B

Denver, CO

This project consisted of the remodel of an existing commuter facility. The work included new paint, ceiling tile, carpet, FRP, roof repair, and lighting repair.

DEN, Mod1: Phase 2

Denver, CO

Phase 2 enabling work of the Great Hall Completion Program, including the interior buildout of spaces to move airline tenants. The build out includes new universal check-in counters, free standing kiosks, curbside check-in relocations, modifications to existing baggage handling system, and associated back of house office space.

Eagle County Regional Airport, Expansion and Remodel

Gypsum, CO

A design-build expansion and remodel of the existing airline terminal at the Eagle County Regional Airport. The primary project component was the construction of a new two-level concourse for airside passenger arrival and departure. The second level concourse contains four airline gates with new passenger boarding bridges, while the first level concourse contains two ground loading gates. The area of the new and remodeled space is approximately 65,000 SF.





SUZANNE ARKLE

DBE Coordinator

Years of Experience

26 years

Educational Background

BA, Urban Studies/
Economics, University of
Pennsylvania

Accreditations/ Certifications

Certified as a small
business in 20 jurisdictions

Credential ID NAICS
Codes include: 541910,
541499, 541611, 91800

American Contract
Compliance Association

Length of Employment

28 years



Description, Role & Responsibilities

As owner of ZANN, a Denver-based management consulting firm that advises clients on small business growth programs, workforce development, and community engagement strategies on capital projects, Suzanne has directed the utilization of over \$3.7 billion for small businesses on projects valued over \$11.2 billion. In this capacity, she has gained the trust and respect of agencies, prime contractors, small business communities, and community stakeholders to ensure the planning, pursuit, and design-build process is inclusive and transparent. Her project experience and diverse perspective (working for both owners and primes) bring value and improved project economic impact.

Relevant Project Experience

DEN, De-Icing Project

Denver, CO

MWBE Program Manager.

DEN, Physical Access Control Project

Denver, CO

MWBE Program Manager.

DEN, Gate Expansion Program

Denver, CO

MWBE Program Manager.

City and County of Denver, 16th Street Mall

Denver, CO

DBE Coordinator

City and County of Denver, Disparity Study

Denver, CO

Small Business Utilization Consultant.

CDOT, Central 70

Denver, CO

Strategic advisor for the team on DBE/ESB engagement and workforce development.

City and County of Denver, National Western Center

Denver, CO

Biz Navigator, Small Business and Workforce Engagement.

City and County of Denver, Denver Parks and Recreation

Denver, CO

Small Business Utilization Consultant.



ARTHUR ANTOINE, PHD, PE, ASSOC. DBIA

Project Quality Manager

Years of Experience

18 years

Educational Background

PhD, Construction
Engineering and
Management, University of
Colorado at Boulder

BS, Civil Engineering,
University of the West
Indies

Accreditations/ Certifications

Professional Engineer

Associate DBIA

OSHA 30 Hour

USACE - Construction
Quality Management for
Contractors

CDOT Traffic Erosion
Control (TECS)

Length of Employment

4 years



shrewsberry

PCL CONSTRUCTION, INC.

Description, Role & Responsibilities

Arthur has 18 years of civil engineering experience in design and construction, quality management, preparation and management of contracts, and owner representation. He has done extensive research specializing in project delivery methods, particularly dealing with alternative contracting methods, and associated features such as alternative technical concepts (ATCs). He has extensive experience in various roles to ensure quality on projects including airports, hospitals, laboratories, civil infrastructure, highway, disaster mitigation, and water supply systems.

Relevant Project Experience

City Park Golf Course – Parks and Drainage Redesign

Denver, CO

This \$45M project's major highlights include; a par 71 Parkland style golf course, additional course yardage, a new relocated clubhouse, and a full driving range. Notably, in addition to flood mitigation and golf/landscaping features, the project consists of the construction of a new structural steel supported clubhouse (approx. 22,000 total SF floor space) and a fabricated metal building as the new maintenance facility (approx. 10,000 total SF floor space). Arthur assisted in providing pre-construction and construction management services as part of the Saunders Construction Design-Build Team and he assisted in drafting the Construction Quality Management Plan for the Project, and reviewing the Quality Management Plan and Design Quality Management plan in addition to other project-specific Saunderson's construction administrative plans.

Glenwood Springs Maintenance Facility Expansion – Phase 2

Denver, CO

This project includes over 15,000 SF of construction which entails new buildings (administration and bus service facilities), expansion of the existing maintenance facility building using structural steel support framing and, associated deep foundation systems. Arthur's responsibilities included coordinating design amongst the architects, structural, civil, mechanical, electrical, plumbing and technology disciplines and the cost estimator. He also oversees the design quality process, the construction quality process and reviews and addresses comments from the client.

Glenwood Springs Maintenance Facility Expansion

Denver, CO

Arthur's duties included assisting the program management team with, coordinating with various stakeholders, assisting RFTA with procurement, design management, technical assistance, value engineering, and oversight during construction. He prepared and managed subconsultant contracts, coordinates with the client and subconsultants, coordinates subconsultant meetings, validated scope, performs design quality reviews, and prepares change orders for subconsultants. Arthur also prepared the risk register for the project; ranking and identifying potential risks with the project team and owner to decide on mitigating strategies.



Description, Role & Responsibilities

Michael's expertise is executing complex design projects using BIM. He has led the BIM modeling effort on a number of different projects since joining Iron Horse including: transportation and aviation; laboratory; and private residential and hospitality. His modeling efforts identify clash detection and provided coordination between mechanical, structural and architectural elements. His work with BIM displays his technical expertise, knowledge of the art and science of architecture and his ability to work in an international team to complete a local project.

MICHAEL KUTZ

VDC Manager

Years of Experience

12 years

Educational Background

MA, Architecture,
University of Kansas

Length of Employment

12 years

Relevant Project Experience

BWI, D/E Connector Base Building Modifications

Baltimore, MD

BIM Manager. The multi-phase development plan included a new secure connector between Concourse D and E, a new security checkpoint, and the configuration of airline gates to support additional international flights. This \$44M design-bid-build project was in support of a \$125 million three-year plan to expand and improve passenger convenience and provide further opportunities of growth. Our role on the design team was to oversee the Enabling Tasks to clear the area of work for the D/E Connector project. Michael was instrumental in leading the complex phasing integration of the enabling projects with the new construction. The international baggage relocation task won the BWI 2015 award for best project under \$12M. 2013 - 2014.

DEN Aircraft Deicing System (ADS) Modernization

Denver, Colorado

BIM Manager. As part of a larger modernization project bringing sustainability goals in line with operations, this complex, highly technical glycol recycling system will continue to support DEN's leadership in sustainability. A Design Build Finance Operate and Maintain project, it is a phased "mission critical" project for operations and sustainability. Michael is leading coordination efforts between the design team and concessionaire's proprietary deicing equipment to ensure a seamless integration between the DEN owned building and concessionaire owned equipment.

DEN On-Call Architecture and Engineering

Denver, Colorado

BIM Manager. Michael worked on the following \$2M task orders: Information Booth, Capital Improvement Program, Workplace Strategy Assessment, Digital Directories, Service Animal Relief Areas, Nursing Mother's Rooms, and Xcel Transformer Vault Rooms.

DEN Industrial On-Call

Denver, Colorado

BIM Manager. Michael worked on the following infrastructure upgrade tasks in collaboration with Burns & McDonnell: CUP Chillers, CUP Boiler Replacement, Ice House, and CUP Modernization.





DAVID LEWIS, PE

Structural Project Manager

Years of Experience

18 years

Educational Background

BS, Architectural
Engineering, University of
Colorado

Graduate Studies,
Structural Engineering,
Colorado State University

MS, Business
Administration, Colorado
State University

Accreditations/ Certifications

Professional Engineer –
Colorado 1983 #20337



PCL CONSTRUCTION, INC.

Description, Role & Responsibilities

David has served the firm in a variety of roles and responsibilities during his tenure. He has been involved in various roles in a long list of projects at DEN, from the original Landside Terminal Complex to the present.

Relevant Project Experience

DEN ADS (with PCL Construction and Iron Horse Architects)

Denver, CO

Structural PIC for the design / build delivery of new mezzanines, access stairs, gantry crane and skid supports of new de-icing process and MEP support equipment, to be installed within the existing building envelope on the west airfield. Construction documents and fabrication drawings currently being completed.

DEN Alternate Baggage Handling System

Denver, CO

Structural PM for the analysis of existing parking garage floor and design of structural steel reinforcing system, for conversion to baggage sorting facility. Partial demolition of existing floors and walls for construction of new tug ramps, baggage conveyors, exit stairways, and extension of oversized baggage lifts.

DEN On-Call A-E Services

Denver, CO

Structural PIC for to an open-end contract for miscellaneous services. Projects include:

- Xcel Transformer Rooms, Concourses and Terminal (with Iron Horse Architects)
- Retrofit of the existing Tent Roof access system
- Modifications to the Level 5 Security checkpoint enclosure
- Level 5 Flight Information Display System (FIDS) Monitor Replacement & Support

DEN Concourse C Escalator Replacement

Denver, CO

PM for full build-out of the escalators, including modifications to the main Core structural framing. Extensive measurement and modification for existing as-built conditions was required. Neal Bohnen of HCL Engineering was PE for Miro at the time.

DEN Baggage System Repairs

Denver, CO

PIC for repair and design of automated baggage system track structural components, maintenance platforms, safety netting, vibration isolation, and evaluation of existing main structural elements for the twenty-six miles of existing telecar tracks.

DEN International Federal Inspection Services (FIS) Expansion

Denver, CO

Structural PIC for a 5,100 SF single level roof top expansion at the international flight arrival area. Provided three new openings for baggage carousels as well as filling in two existing carousel openings.



Description, Role & Responsibilities

Neal's experience includes a broad range of building types and framing systems. Specific to DEN projects, he has experience in more than a half-dozen large-scale projects including the South Terminal Redevelopment Program and various minor to major renovation projects. He brings over a dozen years of knowledge and experience to navigate the various nuances of performing structural engineering in the existing DEN facility and is well versed in the Design Standards Manual (DSM). He specializes in innovative structural framing techniques to produce efficient, cost-effective buildings.

NEAL BOHNEN

Director of Structural Engineering

Years of Experience

14 years

Educational Background

MS, Civil Engineering,
Colorado State University

BS, Civil Engineering,
Colorado State University

Accreditations/ Certifications

Professional Engineer:
Colorado, Arizona

Length of Employment

2 years

Relevant Project Experience

DEN, Concourse A East Ground Loading Expansion

Denver, CO

Neal is the Engineer of Record for the five-gate expansion and renovation of the Concourse A East ground loading area at DEN. HCL's civil scope of work includes the design of the deicing and industrial waste system, sanitary sewer, waterlines, drainage, and pavement panels for the expansion. Structural systems for the building include long-span roof joists, structural steel framing, and CMU shear walls supported on a deep foundation system. HCL is tasked with meeting the infrastructure needs for the ground loading area expansion and renovations per FAA and DEN design criteria, while minimizing impacts to the existing infrastructure.

DEN, CEP Way-Finding Replacement

Denver, CO

Engineer of Record for the structural engineering to replace all of the way-finding signage in Concourse A, B and C of the DEN Airport. Challenges included the sheer magnitude of various structural connections required to support the new signage in an extremely large building footprint.

DEN, Security Guard House Replacement Gates 1, 4 & 5

Denver, CO

Project Manager for the design of new guard house structures located at Gates 1, 4, and 5. The structural systems for the buildings include structural steel framing and braced frames supported by a mat foundation system.

DEN, South Terminal Redevelopment Program (STRP) Transit Center Hotel and Train Platform

Denver, CO

Structural engineer for the South Terminal Redevelopment Program (STRP) including the transit center, hotel, and train platform. Designed major structural components and systems, served as BIM Manager, coordinated with other disciplines, performed construction administration tasks, and attended site visits.





SCOTT CRAIG, PE

Fire/Life Safety Lead

Years of Experience

29 years

Educational Background

BS, Fire Protection
and Safety Technology,
Oklahoma State
University

Accreditations/ Certifications

Professional Engineer:
Colorado, Nevada,
Montana

Length of Employment

21 years

Description, Role & Responsibilities

Scott's expertise includes fire alarm and detection systems, emergency communication systems, suppression systems, smoke control system design and commissioning, fire safety design alternatives, code compliance evaluations and reviews, fire hazard and risk assessment studies, and litigation and expert witness support. DEN has been his primary client for the past 15 years. He was the lead engineer when Jensen Hughes began working at DEN in 2006. In 2011, Scott became the Project Manager and has remained in that capacity ever since.

Relevant Project Experience

DEN, Great Hall Project, Phase 1

Denver, CO

Part of the team that provided Smoke Testing Agency (STA) services for the smoke control systems associated with Phase 1 of the DEN Great Hall project. Services included general smoke control system design consulting assistance during the design phase of the project and confirming the equipment installed complies with the design calculations, sequence of operation matrix, construction documents, and IFCA Section 909.

DEN, Hotel + Transit Center

Denver, CO

Provided code consulting, fire alarm and Emergency Communications System (ECS) design, fire protection design, smoke control design and accessibility consulting services for a major transportation facility, and hotel development project extension of the DEN main terminal.

DEN, Public Safety Notification Upgrade Project

Denver, CO

Provided code consulting, suppression system design, hazard evaluation and security coordination services for the 7.5 million SF complex-wide fire alarm system replacement and upgrade to a new ECS. The ECS system interfaces with the airport's video display system to provide video messaging for the deaf and hearing impaired.

DEN, On-Call Smoke Control Testing 2019-2021

Denver, CO

Provided annual operational and performance testing of smoke control equipment at various locations within DEN. Services covered three years of testing and required extensive coordination with DEN's Life Safety Section.



JENSEN HUGHES



NATHAN SIMS

MEP Project Manager

Years of Experience

16 years

Educational Background

BS, Business
Administration

MBA, Project Management

Length of Employment

4 years

**denotes experience
prior to joining Burns &
McDonnell*

Description, Role & Responsibilities

Nathan serves as an aviation technology project manager with a focus on common-use, baggage handling, baggage reconciliation and multi-user flight information displays providing program management, design, systems integration and commissioning services for airlines and airports across the country. With more than a decade of experience in the air transportation industry, he has led technology projects at several US airports including Boston Logan (BOS), Dallas/Fort Worth International (DFW), Denver International (DEN), John F. Kennedy International (JFK), Los Angeles International (LAX), San Antonio International (SAT) and Sacramento International (SMF). During his career, Nathan has been employed by an airport authority and BHS supplier holding various baggage handling related roles including project manager, engineer, electrical/controls integration, and operation and maintenance.

Relevant Project Experience

DEN, Concourse Expansion Program

Denver, CO

Special Systems Integration Lead responsible for leading the special systems team on the A-West and B-West Concourse Expansions. The special systems scope includes commissioning and integrated testing of access control, video surveillance, emergency communication, intelligent fire alarm, public safety DAS, MUFIDS, digital wayfinding, public antenna TV, LAN, WIFI and telephones. As Cx agent, we are reviewing contractor submittals, developing workflows, checklists, and integration test plans for these systems by facilitating coordination among DEN Business Technologies, DEN PMT, Moye, and the Turner-Flatiron JV team.

City of Columbia, Missouri, New Terminal Building

Columbia Regional Airport (COU)

Owner's Representative responsible for developing baggage handling system conceptual layouts based on demand forecasts, coordinating space requirements, developing technical bid documents, answering requests for information, and construction administration services.

Massachusetts Port Authority, Boston Logan CBIS Recap*

Boston, MA

Controls Project Lead for Boston Logan CBIS Recapitalization and Optimization replacement and modernization of Terminal C, E-East, E-West, and B2 baggage handling systems. Responsible for all controls project deliverables including electrical and software engineering, managing subcontractors and executing the test requirements for multiple BHS projects.



ZACK JERNIGAN, PE

Project Manager

Years of Experience

15 years

Educational Background

BS, Electrical Engineering
Texas Tech University

Professional Registrations

NV, 025819
CO, 0055627

Affiliations

National Fire Protection
Association, Member

International Association
of Electrical Inspectors,
Member



PK Electrical, Inc.

PCL CONSTRUCTION, INC.

Description, Role & Responsibilities

Zack brings to the team over 15 years of electrical engineering, design, and construction administration experience with a heavy focus on roadway projects. His skill set includes power, lighting, and communications systems design. He has a solid understanding of NEC, NFPA and IESNA and is frequently called on for his expertise with M&S standards required by CDOT.

Relevant Project Experience

Seattle-Tacoma International Airport- Baggage Optimization Project

Seattle, WA

PK Electrical was the electrical engineering and technology/communications subconsultant responsible for the design and construction support of the electrical, lighting, fire alarm, security, and communications systems for Phase II of the three-phased, 10-year project at the Seattle-Tacoma International Airport (SEATAC). The intricate and consolidated outbound baggage handling system will replace the existing six independent baggage systems and will allow interconnectivity between all ticket counters, expanding the capacity to 60 million bags and 66 million passengers annually. The team coordinated closely with all disciplines to complete the 67-step phasing process to de-energize and remove the existing baggage system and energize and install the new temporary and permanent components of the baggage system. With this detailed phasing system, PK Electrical was responsible for over one hundred new feeder circuits for new and relocated equipment ranging from 100 to 1600 amps at 480V, 3-phase.

DEN Concourse Expansion

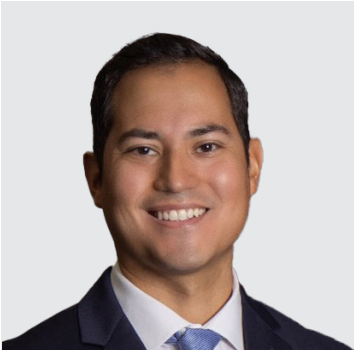
Denver, CO

PK Electrical performed the electrical and communications systems design for Denver International Airport's major expansion of Concourses B and C East. The expansions will add a total 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, and photovoltaic systems. Zack was responsible for the quality assurance and quality control of all communications systems design. PK Electrical is currently providing construction administration services for this estimated \$650 million project.

DEN Boilers 1, 3, and 4 Replacement

Denver, CO

A task order under DEN's Industrial On-Call contract, this project was for the replacement of Boilers 1, 3, and 4. After multiple overhauls, the boilers had exceeded their useful life since the airport's original construction in 1995. This project was the continuation of the Boiler 2 Replacement project. 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.



CHRIS SANCHEZ, PE, CEM

Mechanical/ Plumbing Lead

Years of Experience

9 years

Educational Background

BS, Mechanical
Engineering; Oklahoma
State University

Accreditations/ Certifications

Professional Engineer:
Colorado, Texas

Certified Energy Manager:
Colorado, Texas

Length of Employment

9 years



PCL CONSTRUCTION, INC.

Description, Role & Responsibilities

Chris is a mechanical engineer with project management, project engineering, and lead engineering experience in design and design-build efforts focused on district utility systems for manufacturing facilities, medical districts, universities, and airports.

Relevant Project Experience

DEN, Chiller Replacement

Denver, CO

Staff Mechanical Engineer for the design and construction of six (6) new 2,500 chillers to replace and upgrade the existing central utility plant chilling system. The project included 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.

DEN, Boiler 2 Replacement

Denver, CO

Staff Mechanical Engineer for the design and construction of new boiler capacity to replace existing Boiler 2 capacity. The project included 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.

University of Denver, Chilled Water Study

Denver, CO

Lead Mechanical Engineer for evaluation of existing chilled water system on campus to identify feasible options for production and distribution services to address capacity limitations and support campus growth. Chris was involved with site surveys, data acquisition, trend analysis, and distribution flow models, to forecast future campus growth.

University of Denver, Critical Building Contingency Planning

Denver, CO

Lead Mechanical Engineer for development of contingency plans for critical campus buildings. Chris was involved with site surveys, data acquisition, and analysis to create building-specific contingency plans to improve the facility staff's response to a variety of outages including power failure, thermal branch line break, and single points of building equipment failure. One-page summaries for each building which provided a quick reference for recommended rental equipment size and type as well as location on site, tie-in points within the system, means to power, length of hoses/cables, and potential costs.



MICHAEL DEVAULT, CPP, RCDD

Special Systems Lead

Years of Experience

33 years

Educational Background

Moorhead Technical
Institute: Electronics

Accreditations/ Certifications

Certified Protection
Professional
Registered
Communications
Distribution Designer

Length of Employment

<1 year

Description, Role & Responsibilities

As a Project Manager, Michael is responsible for project management of security and technology systems. He is a security and technology consultant with over 30 years' experience, working primarily in the governmental, military, and aviation markets. He is an active member of several airport and aviation industry organizations and is currently chair the ACC technology subcommittee and co-authored a white paper on IT Procurement for Aviation Projects. He is also serving as a panelist for the creation of two airport security standards PARAS 0043 "Planning and Design of Airport SOCs" and PARAS 0046 "Security at Tenant and Third-Party Controlled Facilities at Airports".

Relevant Project Experience

Charles M. Schulz–Sonoma County Airport, Arizona Terminal Expansion *Santa Rosa, CA*

Project Manager–Special Systems who led the security and technology consulting for the renovation and addition of 30,000 SF to the existing airport terminal.

Yuma International Airport, Security Master Plan

Yuma, AZ

Security Consultant for the updated airport master plan. Michael was responsible for assessment of the existing security and technology systems and made recommendations for future improvements.

Los Angeles International Airport, Secured Area Access Portal (SAAP)

Los Angeles, CA

Program Manager-Managing Consultant who provided security and technology systems design for the new vehicle access portal. The SAAP is the new standard for security access portals at LAX and will be used by any vehicles (car, vans, trucks) needing to enter the secured airfield or area of operations (AOA).

Williston Basin International Airport, Greenfield Airport Security and Technology Systems

Williston, ND

Project Manager-Technology/Security Consultant who provided security and technology systems planning and design for the new greenfield airport. Physical security systems included integrated video surveillance and access control and intrusion detection. Technology systems included structured cabling, audio/visual systems, FIDS and IP paging. Individual projects included site security and fiber, a new terminal, a new ARFF/SRE, and a new CONRAC.



Description, Role & Responsibilities

Scott has 12 years of experience in mechanical and plumbing engineering. He brings proficiency in system design including the layout of HVAC, chilled and heating water piping, domestic plumbing systems, and dust collection. Scott has experience with specification writing, review, and procurement from RFQ through final vendor shipment and building information modeling utilizing Revit for analysis, coordination, material takeoffs, and producing construction drawings in 2D and 3D. Also, experienced in federal and international projects.

SCOTT ZIMMERMAN, PE, LEED AP

Mechanical Engineer

Years of Experience

12 years

Educational Background

BS, Mechanical
Engineering, University
of Arizona

Accreditations/ Certifications

Registered Engineer:
AZ, CA, CO, IA, ID,
and UT

LEED Green Associate

Length of Employment

6 years

Relevant Project Experience

Tom's Tivoli – The Westin at Denver International Airport

Denver, CO

RJA provided mechanical and plumbing engineering for a new restaurant-brewery concept at the fourth and fifth levels of the Westin Hotel. Integration with existing utilities, including the DEN central plant system, was required. The brewery operations included a steam boiler and chiller.

La Casita – DEN Concourse C Mezzanine

Denver, CO

Renovation project for one of the oldest restaurant concepts at DEN. The design included new air distribution, plumbing, and rebuild and repair of equipment to meet the current building code and the recent DEN Design Standards.

Tenant Improvements – DEN Airport Office Building

Denver, CO

Tenant finish to concessionaire offices in the Airport Office Building. The design included a build-out of a previously-unused space, with coordination with existing air and hydronic systems.

Osteria Marco – DEN Concourse B Mezzanine

Denver, CO

This tenant finish will include a full-service dining room and bar. The kitchen consists of two cooklines, each with their own exhaust systems. The project scope incorporated significant redesign of the DEN medium-pressure air distribution systems in the center core.

Ramirez,
Johnson, &
Associates

PCL CONSTRUCTION, INC.



STEVEN LAPORTA

BHS Principal-in- Charge

Years of Experience

39 years

Educational Background

BS, Architectural
Engineering, New York
Institute of Technology

Length of Employment

39 years

Description, Role & Responsibilities

Steven has over 36 years of airport-specific experience, all of which has been performed at BNP. He helped shape BNP's proven methodologies in all aspects from project approach, analyses of program requirements, design management, and construction administration. He was responsible for BNP's first computer generated systems analyses of requirements and formed the foundation of BNP's current digital approach by transitioning from manual drafting and system design to computer aided design and specification production. His breadth of knowledge in system design, construction, and overall phasing of airport systems is recognized and trusted by BNP's clients.

Relevant Project Experience

Raleigh-Durham International Airport, Terminals 1 & 2 EDS Recap

Raleigh, NC

The recapitalization effort was made across three separate CBIS matrices; the Terminal 1 pod and Terminal 2 South pod consists of 2 machines each and the Terminal 2 North pod consists of four machines. FDRS data was analyzed to determine current and future year baggage screening requirements. BNP worked closely with TSA and the Airport representatives through all phases of design, bidding, contract award, construction administration, and testing process to ensure successful project completion.

Pittsburgh International Airport, South Matrix EDS Recap Program

Pittsburgh, PA

The Allegheny County Airport Authority (ACAA) and the TSA completed a recapitalization effort that replaced four Smiths Detection CTX 9000 EDS machines in the South Matrix at PIT with new Smiths Detection CTX 9800 EDS machines. Modifications and additions to the existing South Matrix BHS included provision of additional baggage metering conveyors upstream of the new EDS machines, VFD installations, light curtains for true leading-edge detection, and additional CBRA equipment in the South Matrix CBRA.

Detroit Metro International Airport, Delta Air Lines BHS Recontrol

Detroit, MI

BNP led the design, program management and construction administration services related to the BHS Recontrol Project at Detroit Metro International Airport, McNamara Terminal. This included replacement of all existing HLC and LLC equipment, workstations, and server equipment.

Charlotte-Douglas International Airport, BHS/CBIS Replacement Project

Charlotte, NC

BNP provided the design and construction administration services for the inbound, outbound, and inline checked baggage inspection systems. The design consisted of two screening matrices of four and five CTX 9800 EDS machines fed by the existing check-in and FIS recheck mainlines. Crossover subsystems have been provided to provide both redundancy and load balancing between the screening matrixes and the associated ticket counter or sortation mainlines.



ASSOCIATES, INC.

PCL CONSTRUCTION, INC.



CALVIN TRUDEAU

BHS Project Director

Years of Experience

30 years

Educational Background

MA, Human Resources
Development, Webster
University

BS, Applied Management,
Summa Cum Laude,
National College

AAS, Resource
Management, Community
College of the Air Force

Length of Employment

23 years



ASSOCIATES, INC.

PCL CONSTRUCTION, INC.

Description, Role & Responsibilities

Calvin has 30 years of professional experience for the development of electrical/mechanical integration of BHS. His responsibilities have included project management, system performance evaluations, construction phasing and monitoring, and system integration of BHS at airports across the United States. He has worked closely with the TSA on the initial Integrated System Acceptance Testing and Planning Guidelines and Design Standards.

Relevant Project Experience

Raleigh-Durham International Airport, Terminals 1 & 2 EDS Recap

Raleigh, NC

The recapitalization effort was made across three separate CBIS matrices; the Terminal 1 pod and Terminal 2 South pod consists of two machines each and the Terminal 2 North pod consists of four machines. FDRS data was analyzed to determine current and future year baggage screening requirements. BNP worked closely with TSA and the Airport representatives through all phases of design, bidding, contract award, construction administration, and testing process to ensure successful project completion.

Pittsburgh International Airport, South Matrix EDS Recap Program

Pittsburgh, PA

The Allegheny County Airport Authority (ACAA) and TSA completed a recapitalization effort that replaced four Smiths Detection CTX 9000 EDS machines in the South Matrix at PIT with new Smiths Detection CTX 9800 EDS machines. Modifications and additions to the existing South Matrix BHS included provision of additional baggage metering conveyors upstream of the new EDS machines, VFD installations, light curtains for true leading-edge detection, and additional CBRA equipment in the South Matrix CBRA.

San Diego International Airport, Terminal 1 East Recapitalization

San Diego, CA

The SAN Terminal 1 East (T1E) EDS Recapitalization effort replaced the original four EDS machines in T1E with three higher-speed EDS machines. The reconfigured T1E screening matrix consists of a single EDS pod with three new inline CTX-9800 EDS devices. To accommodate the higher throughput of the new EDS machines, new security spur queues were installed.

Seattle-Tacoma International Airport, Baggage Optimization Project

Seattle, WA

Developed the new airport-wide CBIS at Sea-Tac. The project includes an incremental development plan for the next 15+ years. The optimized design of the CBIS consolidates the six existing independent screening and baggage handling systems into a single centralized CBIS with a common use sortation system. This centralized CBIS includes four EDS screening pods, each of which contain four CTX 9800/CTX 9800 DSi EDS machines (160 total).



MICHAEL GIAMMARIA

BHS Project Engineer

Years of Experience

9 years

Educational Background

BS, Mechanical
Engineering, Grove City
College

Accreditations/ Certifications

Professional Engineer:
Colorado, Nevada,
Montana

Length of Employment

9 years



ASSOCIATES, INC.

PCL CONSTRUCTION, INC.

Description, Role & Responsibilities

Michael is responsible for conceptual design, detailed design development, simulation, forecasting analysis, contract documents, construction administration services, quality control, testing, and commissioning of baggage handling systems. He also acts as a communication and planning liaison between BNP design teams and clients, stakeholders, and subconsultants. He also conducts surveys and analysis and attends coordination meetings.

Relevant Project Experience

Raleigh-Durham International Airport, Terminals 1 & 2 EDS Recap

Raleigh, NC

The recapitalization effort was made across three separate CBIS matrices; the Terminal 1 pod and Terminal 2 South pod consists of 2 machines each and the Terminal 2 North pod consists of four machines. FDRS data was analyzed to determine current and future year baggage screening requirements. BNP worked closely with TSA and the Airport representatives through all phases of design, bidding, construction administration, and testing and commissioning.

Pittsburgh International Airport, South Matrix EDS Recap Program

Pittsburgh, PA

The Allegheny County Airport Authority (ACAA) and TSA completed a recapitalization effort that replaced four Smiths Detection CTX 9000 EDS machines in the South Matrix at PIT with new Smiths Detection CTX 9800 EDS machines. Modifications and additions to the existing South Matrix BHS included provision of additional baggage metering conveyors upstream of the new EDS machines, VFD installations, light curtains for true leading-edge detection, and additional CBRA equipment in the South Matrix CBRA.

Kona International Airport, Terminal Modernization Project

Keahole, HI

The modernization provides a new inline BHS with an EDS matrix for baggage screening, which will improve the work efficiency of the TSA. The new baggage handling system also features new baggage make-up facilities located on the ramp level. Also included in the baggage system design is the first-ever automated inline agricultural screening system, which moves this unique screening requirement beyond the initial check-in procedure and providing a faster, hassle-free experience for passengers.

Seattle-Tacoma International Airport, Baggage Optimization Project

Seattle, WA

Prime Consultant and Designer of Record to develop the new airport-wide CBIS at Sea-Tac. The project includes an incremental development plan for the next 15+ years. The optimized design of the CBIS consolidates the six existing independent screening and baggage handling systems into a single centralized CBIS with a common use sortation system. This centralized CBIS includes four EDS screening pods, each of which contain four CTX 9800/CTX 9800 DSi EDS machines (160 total).



ANKIT SANGHVI, LEED AP

Lead Cost Manager

Years of Experience

19 years

Educational Background

BS, Business Administration with Emphasis in Real Estate Finance, University of California, Berkeley

Accreditations/ Certifications

LEED AP
DBIA

Length of Employment

15 years

Description, Role & Responsibilities

Ankit has 19 years of experience in the construction industry with an emphasis in project management, pursuit management, and preconstruction services. Ankit will oversee all team efforts related to estimating, value engineering, construction planning, design, and construction and subcontractor procurement. Ankit's diverse experience as both project manager and preconstruction manager ensures that our team focuses on achieving client goals and seeks to maximize scope within a fixed budget. Ankit has extensive experience with multiple projects at DEN and within occupied facilities, which will benefit early coordination efforts on the Project.

Relevant Project Experience

DEN Mod1 Airline Relocation

Denver, CO

Phase 2 enabling work of the Great Hall Completion Program, including the interior buildout of spaces to move airline tenants. The build out includes new universal check-in counters, free standing kiosks, curbside check-in relocations, modifications to existing baggage handling system, and associated back of house office space.

DEN Concourse A Escalator Replacement

Denver, CO

Ankit led the preconstruction on this project. The scope consists of the replacement of eight existing escalators with 16 new escalators located in Concourse A Center Core. Scope of work includes installation of temporary walls and security plastic (fire rated), demolition and disposal of existing structures and equipment, procurement and installation of new escalators, escalator cladding, modifications to the existing electrical, fire protection, communications systems, installation of structural steel and handrails, fireproofing, terrazzo flooring, construction of soffits, and painting.

DEN Tunnel Sewer Repairs

Denver, CO

Ankit led the preconstruction on this project that included the repair and replacement of existing sewer pipe located beneath DEN - Concourses A, B, & C. Scope of work also includes relocating pipe, installing floor drains, and relining pipe.

DEN Airport Deicing Systems

Denver, CO

Ankit led the pursuit of the contract-winning DEN Airport Deicing Systems project that provides the receipt, storage, and distribution of aircraft deicing fluid, and the collection, storage and recycling of spent ADF. This is considered a "mission critical" project at DEN.



CONSTRUCTION

PCL CONSTRUCTION, INC.



GARRETT DEROXY

Senior Estimator

Years of Experience

9 years

Educational Background

MS, Civil Engineering,
Washington State
University

BS, Civil Engineering,
Washington State
University

Accreditations/ Certifications

LEED AP BD+C

Safety Trained Supervisor
Construction (STSC)

Length of Employment

9 years



CONSTRUCTION

PCL CONSTRUCTION, INC.

Description, Role & Responsibilities

Garrett brings his strong engineering background to this Project including his recent experience serving as Senior Estimator on the Baggage Claim Optimization Phase 1 project at SeaTac. He is well versed in structural design review, cost estimating, value engineering, and cost control. In previous roles, he has been responsible for detailed quantity surveys, pricing items, and soliciting subcontractors, suppliers and manufacturers estimates/bids. He has coordinated/facilitated project closeout for numerous public entities including: Port of Seattle, WSDOT, King County, City of Tukwila and Sound Transit.

Relevant Project Experience

Baggage Claim Optimization Phase 1

SeaTac, WA

This project includes the construction of a checked baggage inspection system and checked baggage resolution area (CBRA), building for the CBRA, control room, maintenance shop, break-room, and TSA break room at Seattle-Tacoma International Airport. The work also required complete excavation, a retaining wall, micro-pile installation, soil nail, utility system relocation, and removal and decommissioning of various baggage handling system components. This project was challenging in that it was a retrofit in the existing airport bagwell and operations area with existing conditions and systems that did not allow for the initial design to be executed as planned. Garrett led the baggage handling scope of work to completion, including over a year of commissioning activities, the project schedule, closeout coordination, and warranty management.

KODA Condominiums

Seattle, WA

KODA is a high-rise condominium project consisting of three levels of below-grade parking and 18 above-grade levels comprised of 203 living units, as well as various retail and amenity spaces. The gross building area is approximately 238,802 SF. The project is located at the Northwest corner of the intersection of 5th Avenue South and South Main Street in Seattle's International District and is the first high-rise in this neighborhood of Seattle. This project required construction over the existing King County Metro bus tunnel system and is neighbored by residential buildings and several businesses. Garrett led the change management and cost control coordination with the client.

Boeing Access Road Bridge Rehabilitation

Tukwila, WA

This project for Boeing consists of a bridge deck repair, overlay, steel coatings, sidewalk widening, girders rehabilitation, bridge seismic retrofit and compaction grouting, and other work. The team worked closely with BNSF to coordinate access and site logistics. Garrett coordinated all scopes of work as the project engineer.



DYLAN LOW

Lead Estimator

Years of Experience

10 years

Educational Background

BS, Civil Engineering,
Arizona State University

Accreditations/ Certifications

OSHA 30
LEED GA

Length of Employment

1 year

Description, Role & Responsibilities

Dylan brings experience on recent and local alternative delivery projects, including design-build and CM/GC. As Lead Estimator, he has experience accurately estimating quantities for materials, labor, and equipment. Dylan recently served as Lead Estimator on the DEN MOD1 Airline Relocation project. His local knowledge and experience in estimating will ensure the Project is accurately budgeted and permitted.

Relevant Project Experience

DEN, MOD1 Airline Relocation

Denver, CO

Phase 2 enabling work of the Great Hall Completion Program, including the interior buildout of spaces to move airline tenants. The build out includes new universal check-in counters, free standing kiosks, curbside check-in relocations, modifications to existing baggage handling system, and associated back of house office space.

Agilent Apothecary

Frederick, CO

The project involved construction of production spaces, lab and office space, a bulk tank farm, and production train totaling 135,000 SF on a 20-acre site.

Emerson Micro Motion, Inc.

Boulder, CO

The project involved an expansion of nearly 180,000 SF to the client's existing Boulder facilities, including a 85,000 SF laboratory and manufacturing facility.

BSC Cells 3 & 4

Dacono, CO

The project involved the conversion of an existing 20,000 SF warehouse into a bioscience manufacturing facility.

SNC Phase 2

Aurora, CO

This project included the renovation/build-out in Sierra Nevada Corporation's existing building totaling 150,000 SF.

Vail Valley Medical Center Phase #2 Expansion

Vail, CO

A 350,000 SF expansion to the existing Vail Valley Medical Center while keeping the existing hospital fully operational during construction.

Childrens Hospital of Colorado

Colorado Springs, CO

This fast-tracked CM/GC project involved the construction of a new 280,000 SF hospital via Integrated Project Delivery, including orthopedics, neurology, audiology, endocrinology, and the first pediatric-only operating and emergency departments in Colorado Springs.



CONSTRUCTION

PCL CONSTRUCTION, INC.



JOE NIEMIEC

Sr. Superintendent

Years of Experience

35 years

Educational Background

Journeyman Carpenter
Provincial K 03.03263

Interprovincial 5230-CA.82
- Pacific Vocational Institute,
Vancouver, B.C.

Caribou College - Kamloops,
B.C.

Accreditations/ Certifications

Gold Seal Certified Project
Manager

Length of Employment

35 years

Description, Role & Responsibilities

Joe has over 35 years in the construction industry and has served in a variety of roles including carpenter, foreman, and superintendent. He has spent his career working in different market sectors, most notably airport renovations and modifications. The experience he brings from working at and around airport facilities, coordinating with ongoing operations, and working in active facilities will ensure a safe delivery of construction operations.

Relevant Project Experience

MCO BP-447 Main Ticket Lobby Modifications

Orlando, FL

Renovations and modifications to the main ticket halls including new and renovated check-in area telecommunications and infrastructure improvements to the landside terminal facilities, completed while the terminal remained operational. The ticket hall expansion was achieved by relocating existing exterior walls towards enplace curbs providing new self-assisted counters under sky lights and curb-side check-in counters under new canopies. New/upgraded systems, signage, and FF&E were included for increased functionality of ticket halls on level 3.

Toronto International Airport, Infield Development Project

Toronto, Ontario

As part of the Greater Toronto Airports Authority's \$4.4 billion redevelopment program, the overall Infield Development Project consisted of the construction of six buildings: an Infield Holdroom with 11 gates; 3 cargo buildings; a 3-Bay Hangar (\$46 million); and Equipment Maintenance Building along with smaller support facilities.

West Palm Beach Air Traffic Control Tower

West Palm Beach, FL

The West Palm Beach Air Traffic Control Tower project consists of a 240-foot Air Traffic Control Tower and a single-story, 9,000-square foot ATBM Base Building and all associated site work. The Air Traffic Control Tower is constructed of structural precast concrete. The base building is constructed of a steel frame with precast concrete walls. The exterior area of the site includes a parking lot, sidewalks, landscaping, and a security system to provide facility monitoring from the interior of the building. Other features of this tower and base building include emergency generator with associated day tank and exterior fuel tank system capable of powering entire facility during an outage, truck unloading equipment, fully computer automated HVAC controls system, passenger elevator, antistatic VCT flooring, chiller cooling system, and powered winch system in tower cab area.



CONSTRUCTION

PCL CONSTRUCTION, INC.



ALLEN ROSINI

Scheduler

Years of Experience

20 years

Educational Background

BS, Construction Management, East Carolina University

BA, Natural Sciences and Mathematics, Bloomsburg University

Length of Employment

18 years

Description, Role & Responsibilities

As scheduling manager, Allen will be responsible for schedule mentoring, support and training, evaluating and promoting planning and scheduling tools, and risk assessment and analysis for all districts. Allen has over 20 years of construction scheduling experience including the San Diego International Airport. He has extensive experience developing, maintaining, and analyzing construction, CPM, and project master schedules. He is will be responsible for coordinating work with other entities and consultants whose work interface with the work performed for this Project.

Relevant Project Experience

San Diego International Airport, Federal Inspection Station (FIS)

San Diego, CA

Design-build contractor for the expansion of Terminal 2 at San Diego International Airport. Three-story expansion consisted of approximately 494,200 SF of new public and non-public areas, providing ten additional contact aircraft gates, a 15,000 SF atrium food court area, large security screening check point capable of accommodating new developments in security technology, and an inline baggage screening matrix that accommodates both the new and existing terminal baggage system.

American Dream

East Rutherford, NJ

Major renovation project of a mall with amusement and water park additions. The original architect on this project didn't have the horsepower to keep up with the pace of construction and was replaced by Gensler. Gensler, working with PCL, moved this project forward and is nearing completion.

The Ritz Carlton Club & Residences

Kapalua Bay, HI

The oceanfront resort consists of eight buildings: six residential mid-rise, cast-in-place, post-tensioned concrete structures; an arrivals building with a grand entry porte-coche re; and a spa. This project also features a gate house, outdoor grill and bar, Beach Club, European spa with prefabricated huts, lush landscaping, pools, and extensive water features. The total developed area encompasses 19.73 acres. After the project was found to be substantially over budget, Nordic PCL was hired for preconstruction services, and saved the client more than \$22 million by providing over 100 value engineering ideas. Nordic PCL successfully fast-tracked construction to complete on time.



CONSTRUCTION

PCL CONSTRUCTION, INC.



JOSE MESA

BIM Scanning Support

Years of Experience

17 years

Educational Background

BS, Architectural Studies,
Florida International
University

MS, Construction
Management, Florida
International University

Length of Employment

6 years

Description, Role & Responsibilities

With 17 years of laser scanning and modeling experience, Jose has created and implemented successful workflows integrating laser scanning with complex MEP environments, baggage handling system optimizations, and Terminal Renovations in over 50 North American airports. His work in laser scanning and subsequent model generation has been documented in two Airport Improvement Magazine Articles, “3D Modeling Prevents Construction Conflicts at Orlando Intl” May/June 2009 and “Terminal Makeover Finally a Reality at Anchorage International” – Jan/Feb 2010. He is certified on all Leica scanning equipment and is a Certified Cyclone Technician by Leica. Jose is also Autodesk Trained on AutoCAD MEP and Revit. He is also qualified in BIM project coordination.

Relevant Project Experience

DEN Concourse B Baggage System Project

Denver, CO

Charleston International Airport (CHS), BHS Improvements Project In Line CBIS,

Charleston, SC

Reagan National Airport (DCA), American Airlines BHS Crossover Project

Arlington, VA

Kansas City International Airport (MCI), Terminal C Baggage Claims and Ramp level

Kansas City, MO

Ft. Lauderdale Hollywood International Airport (FLL), Terminal One CBRA

Ft. Lauderdale, FL

Orlando International Airport BP 432 (MCO), Inline Baggage System Screening Improvements

Orlando, FL

Palm Beach International BHS Improvements (PBI)

West Palm Beach, FL

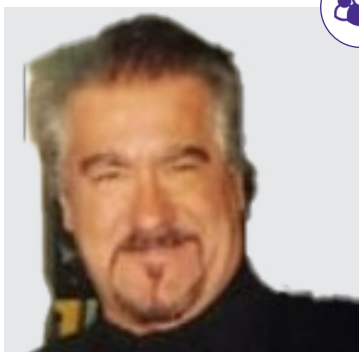
Cleveland Hopkins International Airport (CLE), Inline Baggage System Screening Improvements

Cleveland, OH

Austin Bergstrom Intl Airport (AUS), Centralized Baggage Handling System Upgrades Design/Build

Austin, TX





MICHAEL GEVING

Field QA/QC

Years of Experience

27 years

Educational Background

University of North Dakota-
Engineering

Accreditations/ Certifications

Current AWS-CWI
#15082642

API 1104

AWS D1.1

ASNT SNT TC 1 A

Forklift Certification

CDL Class A, Hazmat,
tankers, doubles and triples

Length of Employment

2 years

Description, Role & Responsibilities

Michael has 27 years of experience in the industry, specializing as a QA Inspector. Most recently, he has been involved with the concourse expansions at DEN, developing innovative process monitoring methods and reviewing WPS/PQR/WPQR to ensure that they meet the contract, code and customer requirements. With Michael's established history with DEN, he brings great value to the project team.

Relevant Project Experience

DEN Concourse A, B and C Expansion Projects

Denver, CO

QA Special Inspector for DEN, during concourse A, B, and C expansion projects. Responsibilities included inspections for shop and onsite Jet Fuel Hydrant Piping inspection, deicing Glycol tanks and piping as well as structural steel. This also included tracking of materials through material test reports, NACE coating application, holiday testing, monitor pneumatic and hydrostatic pressure tests. Monitor installation and testing of cathodic, grounding and corrosion protection, monitor flushing operations. Michael performed every test required for concrete, masonry, rebar, post tensioning, precast, pipelines, pressure vessels, bridges, structural steel, fireproofing and roofing, using both destructive and non-destructive techniques. Utilized codes from ACI, AISC, ASNT, API, ASTM, AWS, ASME, NACE, AASHTO, CDOT, UBC, ICC and ICBO.

QA Inspection - AECOM/Civil Technology, Inc.

Denver, CO

Providing QA inspection services for DEN concourse expansion projects. Inspection of jet fuel piping and stainless-steel glycol deicing piping and tanks. Primarily codes; API, 1104, 650 and ASME B31.3 and BPVC Section IX. Structural steel inspection by AWS D1.1

Project Manager, Department Manager, Field inspector and Safety Director – CTC/Geotek

Denver, CO

AWS-CWI field inspector, as well as managing, and training up to 16 employees in steel and welding inspection, QA/QC of buildings, pressure vessels, pipelines and bridges. Performed and supervised shear stud, fireproofing, post-tensioning, bolting, rebar, roofing, concrete, paint coatings, asphalt and masonry inspections. Conducted welding procedure qualifications and welder procedure qualifications in both AWS and ASME codes. All administration duties required to operate an independent inspection department, including marketing and bid proposals.

CIVIL TECHNOLOGY INC.



COLIN MARTIN

TSA Project Engineer

Years of Experience

3 years

Educational Background

BS, Construction
Management, Oregon State
University

Accreditations/ Certifications

OSHA 30
CPR/AED Certified

Length of Employment

2 years

Description, Role & Responsibilities

Colin has three years of experience, including recent DEN experience on the DEN MOD 1 and Concourse A Sewer Repair projects. He has excellent communication skills and a firm grasp of what it takes to coordinate shutdowns and logistics with multiple stakeholders. Colin will use his recent experience and relationships at DEN to effectively communicate with all project team members.

Relevant Project Experience

DEN, Mod1: Phase 2

Denver, CO

Phase 2 enabling work of the Great Hall Completion Program, including the interior buildout of spaces to move airline tenants. The build out includes new universal check-in counters, free standing kiosks, curbside check-in relocations, modifications to existing baggage handling system, and associated back of house office space.

DEN Concourse A Sewer Repair

Denver, CO

Repair and replacement of existing sewer pipe located beneath Denver International Airport - Concourses A, B, & C. The scope of work includes relocating, replacing, and pipe lining of active system sewer piping and installing additional cleanouts and floor drains.

SPIRE Condominiums

Seattle, WA

The project is a mixed-use, 41-story high-rise tower with nine levels of below-grade parking. The building's ground level has several core and shell retail spaces. Levels 4 through 39 contain 342 condo units. Levels 40 and 41 are amenity levels. The foundation is concrete, cast-in-place mat slab. The vertical structure is cast-in-place, reinforced concrete and the horizontal elevated slabs are posttensioned, cast-in-place concrete. The building exterior is window wall. It features the first automated parking system in Seattle and can self park 266 cars beneath the building.

Adidas - Canteen and Intersection

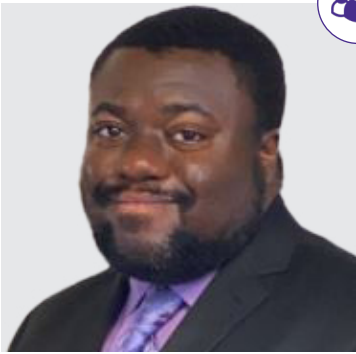
Portland, OR

The Canteen and Intersection were each portions of a two-phased renovation to the adidas Village located in the North Portland area. The renovations provide vital space and connectivity for the rapidly growing campus. While the Canteen serves as the main kitchen and dining area for the employees, the Intersection is the pivot point of the entire adidas Village – it's sited at the crossing of primary campus circulation paths and unifies two existing structures into one building. It also offers essential seating adjacent to the Canteen.



CONSTRUCTION

PCL CONSTRUCTION, INC.



Description, Role & Responsibilities

Sackor is a Project Executive with Burgess Services and has over 10 years of hands on construction management experience on multi million-dollar construction projects. He is an expert in Quality Control/Quality Assurance of projects including risk analysis, stakeholder support, inspections, commissioning, and procedural/safety oversight. He has worked on several projects in the Denver area and has worked with the City and County of Denver on public projects of various types.

SACKOR DENNIS

Systems Shut Down Manager

Years of Experience

13 years

Educational Background

BS, Mechanical
Engineering, University of
Colorado Boulder

Accreditations/ Certifications

Certified Quality Control
Inspector- US Army Corps
of Engineers

AGC of Colorado
Executive Leadership
Academy

OSHA Training Certificate

Length of Employment

13 years



Relevant Project Experience

DEN, Concourse B Expansion

Denver, CO

Construction management support with the on-site Mechanical Contractor. Provided quality control and quality assurance services of the mechanical and plumbing systems and scope of work for the project. This included coordinating all field walks and inspections with the ownership mechanical and plumbing team.

DEN, On-Call Projects

Denver, CO

DEN, Westin Hotel & Transit Center

Denver, CO

Burgess value engineered the equipment used in the construction process, as well as the mechanical structures of the building.

Colorado Convention Center Expansion

Program/Project Management Support

McGregor Square

Denver, CO

Program/Project Management Support VDC and Project Engineering management services for the project.

Denver Justice Center

Colorado History Center

Eagle County Airport Demolition and Renovation

Colorado Rockies West Lot Development

Denver Health Support Services Building

Project Executive for this new-story support services building approximately 30,000 SF of office space on each level in addition to three levels of parking and 5,700 SF of retail on the ground level.

SUSAN OSTERGAARD



Airline & Stakeholder Coordinator

Years of Experience

17 years

Accreditations/ Certifications

ACI Field Testing Level I
Traffic Control Supervisor
ACPA–Concrete Pavement
Inspector Level I
Erosion Control Supervisor
Commercial Building
inspector ICC
Fire Inspector 1 ICC
ACI Concrete Construction
Special Inspector

Length of Employment

7 years

Description, Role & Responsibilities

Susan is a highly motivated, enterprising, results oriented professional with proven track record of effective coordination and facilitation to achieve DEN Operations' desired outcomes with a variety of stakeholders. She communicates and coordinates a variety of systems shut downs, right of way re-directions, and planned service interruptions with ultimate professionalism. Skilled supervisor of field inspections, distribute approved revisions, precise documentation and strategic implementation across stakeholder groups. She employs excellent oral and written communication to creatively meet the challenge of motivating and coordinating stakeholder and project team cooperation. She has led several crews on many projects at DEN as Senior Chief overseeing scheduling, staffing, and compliance.

Relevant Project Experience

DEN Concourse A, B and C Expansion Projects

Denver, CO

Airline & Stakeholder Coordinator for DEN, during concourse A, B, and C expansion projects. Responsibilities included inspections for shop and onsite Jet Fuel Hydrant Piping inspection, deicing Glycol tanks and piping as well as structural steel. This also included tracking of materials through material test reports, NACE coating application, holiday testing, monitor pneumatic and hydrostatic pressure tests. Monitor installation and testing of cathodic, grounding and corrosion protection, monitor flushing operations. Michael performed every test required for concrete, masonry, rebar, post tensioning, precast, pipelines, pressure vessels, bridges, structural steel, fireproofing and roofing, using both destructive and non-destructive techniques. Utilizing codes from ACI, AISC, ASNT, API, ASTM, AWS, ASME, NACE, AASHTO, CDOT, UBC, ICC and ICBO. Project management / foreman on residential and commercial projects. Excellent blueprint and map reading skills. CDL Class A Hazmat, tanker.

DEN Escalators, CBRA, Level 5.5 and Back of House Baggage Structure and Conveyors Projects

Denver, CO

Airline & Stakeholder Coordinator for DEN for various escalator, CBRA, Level 5.5, and Back of House Baggage Structure and Conveyor projects. Responsibilities included inspections of buildings to confirm that the construction is in accordance with the submitted plans, codes, reviews submitted plans, reads/interprets blueprints, and inspects construction activities to ensure it is built in a safe manner and in accordance with the adopted codes, the plans, and specifications. Reviewed quality of materials and methods of construction. Assisted in the training of new inspectors. Work also included special inspection for rebar and concrete. Susan also managed inspectors for new facility projects, reviews dailies, assists inspector with issues.



SETH HODSDON

COMMISSIONING MANAGER

Years of Experience

7 years

Educational Background

BS, Mechanical Engineering,
University of Denver

Length of Employment

4 years

Description, Role & Responsibilities

Seth's role at Group14 is to provide technical expertise and creative solutions for building systems. He is passionate about maximizing the efficiency and value of a building for the occupants. Prior to joining Group14, Seth spent his career working as a project engineer for a mechanical contractor.

Relevant Project Experience

Denver International Airport, R22 Replacement

Denver, CO

Commissioning for the phased replacement of R22 refrigerants. R22 refrigerant is to be phased out per EPA guidelines by 2020.

Denver International Airport, A&B West Concourse Expansions

Denver, CO

Fundamental and Enhanced Commissioning for two LEED v4 Gold concourse expansions totaling over 1,000,000 SF.

Denver International Airport, Great Hall Expansion & Central Monitoring Facility

Denver, CO

Fundamental and Enhanced Commissioning for the LEED v4 Gold Great Hall Expansion phased project totaling over 1,500,000 SF.

Denver International Airport, On-Call Commissioning Contract

Denver, CO

Commissioning for various projects throughout the airport including design reviews, passenger loading bridges, deicing, and concourse pumps.

Platte River Power Authority Headquarters

Fort Collins, CO

Commissioning for a new two-story, 54,400 SF headquarters building. Campus includes extensive solar energy installation and a ground-source heat pump system.

VF Outdoors Global Headquarters

Denver, CO

Fundamental and enhanced commissioning of a newly remodeled 285,000 SF office building in lower downtown Denver. The project is pursuing LEED Platinum.



EXHIBIT N
CONTRACTOR'S EDI PLAN



TSA Recapitalization & BHS Modernization | Contract 202262907

DBE Equity, Diversity and Inclusion Plan (DBE EDI Plan)



**CONFIDENTIAL
INFORMATION**

Tab 2. DBE Equity, Diversity and Inclusion Plan (DBE EDI Plan)

OUR EQUITY, DIVERSITY, AND INCLUSION VISION AT PCL

PCL will adhere to Title 49 Code of Federal Regulations (CFR) Part 26, also referred to as the DBE Program as well as the applicable provisions of Article III of Chapter 28 of the Denver Revised Municipal Code (DRMC) in performing work under this contract.

PCL will meet or exceed the 9% DBE Utilization goal on this contract. See commitment form attached.

The cornerstone of our Equity, Diversity and Inclusion (EDI) vision at PCL is doing our part to bring in DBE's and other historically underutilized businesses into our projects, particularly projects of this magnitude, in a meaningful way to share the experience at the prime contractor level. It's our role to facilitate opportunity, craft it and fine tune it until we find the right platform for our DBE's. Internally as a company, PCL prioritizes the diversity of our people. We fully acknowledge our responsibility to help dismantle the barriers inherent in our structures and systems on a national level. We know barriers create disadvantages for DBE's and other historically underutilized firms. The team we have carefully curated for the Project was selected because they also demonstrate this commitment to EDI as well as specific strategies to grow small business. Together, we have not only delivered several successful projects, we have delivered real and tangible opportunity to dozens of small, certified firms. For over a decade, our team have built DBE relationships that prove our collective commitment to improving EDI.

What sets PCL apart is that as a district, we are committed to putting equity **first** — in all our contracting considerations. We **choose to include**, and this is how we contribute to equity in our economy and in our communities to help build generational wealth for companies who historically face barriers. We support DEN in its efforts to ensure that all companies find opportunity in DEN's Vision100, as that is the role of an institution that serves so many in our community. We all have a role to play in getting to 100 million travelers and all have an opportunity to consider **Equity First** in that effort.

PCL Mentoring Program

Unlike our traditional supplier diversity program, the Mentor Protégé Program was designed to create space for small business partnership at the **highest level**—the Prime level. PCL has been selected to participate in the CCD's Division of Small Business Opportunity (DSBO) Mentor Protégé Program for the Department of Transportation & Infrastructure (DOTI). This is an exciting new DOTI program, and we are starting our second relationship. Last year, we mentored Select Building Group and they are prominently exhibited in many of our current projects. This relationship has flourished as they are now an indispensable go-to for a variety of scopes.

Our objective is to design mentoring strategies to:

1. Build relationships with DBEs (or other certifications) to facilitate future opportunities as a prime contractor with PCL that can be translated to other large GC's.
2. Build/improve financial management, operations management, and future business development plans.
3. Develop and/or co-facilitate requested training for on-site supervisors and project managers to prepare them to address and mitigate relevant issues that come with managing large diverse project teams and competing owner priorities.

This year's PCL Protégé is Burgess Services, under the leadership of Denise Burgess. Burgess Services' primary goal of this relationship is to learn to become a Construction Manager or General Contractor. We have jointly identified the strategies and tasks necessary to achieve this with Denise Burgess and DOTI. In addition to training, Burgess Services wants opportunities to compete on large projects at the prime level of leadership and showcase their many years of performance on DEN, CCD, and other projects. We will initiate this on your Project. Burgess Services will have a leadership role as Principal-in-Charge of Project Integrity, overseeing QA/QC, Commissioning, and Stakeholder Engagement, and coordination. Burgess will also house Integrated Design Services.

DBE Utilization Plan for the Project

Our team is comprised of a highly experienced bench of personnel to serve the needs of this work while upholding our commitment to our diverse business partnerships.

2.A. DBE Coordinator

Integral to this work is our DBE certified diversity consultant CEO of ZANN Inc., **Suzanne Arkle**, will coordinate outreach using proven methods and

for DBE's and other certified firms. She will be responsible for managing all locally established DBE requirements for the Program including meeting local requirements and conformance to reporting requirements. She will also manage outreach and development efforts to small, minority and women owned businesses to improve sub-consulting/subcontracting opportunities and assist in the administration of the DBE EDI Plan.

PCL and its partners will host an initial announcement of award roughly two months post-NTP. We will provide the information we have at the time regarding proposed scopes and opportunities and timelines, acknowledging that information may be subject to change. We and our partners will then host quarterly in-house "office hours" with our Estimating/Preconstruction team so that DBE's can start to understand the construction scope of the project/tasks as we proceed through design, so they can begin to develop those relationships. As construction scopes become defined and we proceed to the bidding stage, we will hold office hours on a monthly basis. ZANN, Inc. will use its existing networks to notify DBE's of the schedule for outreach and ensure that they have ample opportunity to get in front of the project team.

This will ensure the timely preparation, submittal and maintenance of all documentation required by the DSBO. She will partner with **Project Manager, Adam Brown**, as the B2G Administrators on the Project. They will set up systems to capture and track monthly DBE utilization as well as guide first tier subconsultants and subcontractors in collection and reporting of their data. Suzanne will support the design and construction team leads and will report to **Senior Project Manager, Adam Brown**.

media to spread the word about opportunities for DBE's and other certified firms. She will be responsible for managing all locally established DBE requirements for the Program including meeting local requirements and conformance to reporting requirements. She will also manage outreach and development efforts to small, minority and women owned businesses to improve sub-consulting/subcontracting opportunities and assist in the administration of the DBE EDI Plan.



Suzanne Arkle, ZANN, Inc.

Suzanne has provided outreach and compliance both locally and nationally and specializes in bringing together DBE's and large primes on dozens of successful aviation projects.

Supplier Diversity Manager

Supplier Diversity Program Manager, Diedra Espinoza, oversees PCL's program district-wide and will also be overseeing this Project.

Diedra has a direct line of authority to the Project Executives and District Leadership. She is tasked with communicating our Team's vision and bringing it to fruition across all disciplines. She will communicate the Utilization Plan priorities from District Leadership to the Project and enforce our commitments to our DBE's and other certified companies. She will ensure compliance, drive scope identification, right-size scope for DBE's, be their advocate and liaison, assist in dispute resolution, and be a resource for training, referral organizations and lessons learned.

Design Integration Manager

Design Integration Manager, Grant Lebahn, will work with Denise Burgess of Burgess Services to train her and the team on best practices and to assist in strengthening Burgess Services as a company. Grant is responsible for the timely development of the project design and its alignment with the project execution plan. He will establish and manage processes on the Project to build and maintain alignment between the design and project objectives.

2.B. DBE Utilization Strategies

The PCL Team values community partnerships and will ensure DBE firms are made aware of and are prepared to price contract opportunities on this Project. We have identified and will continue to source DBE firms by collaborating with community stakeholders to access their audiences and further our reach. Efforts and collaborations with these stakeholders may include project updates, identification of upcoming opportunities, and presentations at monthly meetings. Community stakeholders include, but are not limited to:

- Hispanic Contractors of Colorado
- Colorado Black Chamber of Commerce/Black Construction Group
- Colorado Women's Chamber of Commerce
- Asian Chamber of Commerce
- Colorado LGBTQ Chamber of Commerce
- Mountain Plains Supplier Development Council
- Associated General Contractors of Colorado
- DEEC and DSBO Sponsored Events

We know that timely information is critical to successful DBE engagement. We will develop and regularly update a procurement schedule and subcontracting opportunities. PCL will host meetings (large group, small group, virtual (as needed), and one-on-one) regarding contracting opportunities for the DBE firms.

PCL has an ever-expanding database of over 200 certified firms that can provide capability statements for your Project. We are proposing with several DBE partner firms (identified in *Table 1*) and have strategically and intentionally worked to place them in **lead roles** so they can share the large prime experience, under PCL's leadership. Additional DBE firms will be solicited for the construction phase/tasks of the project. We will look to identify new firms interested in becoming certified and our Team will aid in the process.

Table 1: PCL's DBE Partners

DBE PARTNERS	
Firm	Role
Burgess Services (PCL Protégé)	Design and Construction Integration
Iron Horse Architects	Architect of Record
ZANN, Inc.	DBE Coordinator
HCL Engineering	Structural Engineering
Civil Technology	Field QA/QC
Shrewsberry & Associates, LLC	Project Quality Management (PQM)
Group 14	Commissioning
Ramirez, Johnson & Associates Engineering	Mechanical & Plumbing Engineering
PK Electrical	Electrical Engineering
Digital Building Services	BIM Scanning Support
Motion Design	BHS/CADD Support

2.C. Technical Assistance & Support Services

Our Team offers DBEs a variety of small business initiatives and guidance including technical assistance and support services, such as bonding assistance, mentoring programs, joint ventures, etc. that can be used on any project.

BONDING ASSISTANCE

PCL will work with subcontractors throughout the Project to provide access to bonding and referral to agencies, such as the USDOT's Bonding Education Program to increase their bonding capacity. PCL offers a subcontractor default insurance (SDI) program that subcontractors can enroll in, in lieu of providing a payment and performance bond. This SDI program provides peace of mind for CCD and the subcontractor. We will identify and enlist the assistance of insurance and bonding resources to educate and assist small firms with bonding and insurance requirements.

SUPPORT SERVICES

PCL is acutely aware of the participation barriers on large projects that the DBE business community commonly faces. Our Supportive Services are outcome focused, primed to examine

challenges, eliminate barriers to participation, and facilitate access to relevant resources. Our Team understands both best practices and innovations in financial guidance and prompt pay. We also understand the importance of providing recommendations and referrals for relevant supportive services throughout the lifecycle of your Project. To ensure the appropriate onboarding of DBEs, we will have subcontractor/subconsultant orientations, which will include the following topics:

- How to Invoice to get Paid/(Invoicing)
- Payment Affidavit Reporting
- B2G Reporting
- LCP Tracker Reporting

Certification referrals and financial management guidance will be identified through collaboration with small business technical assistance organizations. Additionally, we will institute proven approaches that contribute to each DBE's ability to perform and require all first-tier subcontractors to do the same. We will also collaborate with existing resource partners to

provide workshops designed to enhance DBEs' execution skills, operation management skills, technical expertise, and industry knowledge. Workshops will be sponsored, co-sponsored and aligned with other small business advocacy organizations within the community.

MENTORING PROGRAM

The DBE subcontractor will have a Subcontract Monitor (Technical Lead) assigned to them, if requested. This Monitor can ensure the DBEs have prepared a plan to ensure success. The DBE will report to the Monitor prior to beginning work to review information that they will need to succeed. Topics include the following areas:

- Safety/Training
- Quality Control
- Compliance
- Work Procedures/Submittal
- Approvals
- Work Plan Pricing Review

PRIORITY REVIEW

Monthly meetings with the DBE team and DSBO will be held to monitor compliance to ensure mentoring objectives are documented and achieved. ZANN, Inc. will coordinate these meetings and will facilitate resolution of any issues identified.

2.D. Procurement Process

We have proven processes for ensuring effective participation, solicitation/procurement, and the subcontracting process that enhances our DBE participation on each project. Our methods ensure accurate and reliable record-keeping, documentation of solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made.

To ensure we are consistently reaching out to DBE certified firms, we will use SmartBid for bid document management and virtual outreach to disseminate the following information:

- Upcoming Opportunities/Bid Solicitations
- Notice of Interest
- Invitations to events
- Outreach
- Pre-Bid

- Vendor/Subcontractor Registration
- Project Information/Updates

CALENDAR OF EVENTS

To provide a fair and equitable procurement process, we will distribute solicitations through SmartBid to trade associations, DBE organizations, and other sources where our Team regularly advertises. We use the SmartBid bid document management system to solicit and track subcontractor involvement in the solicitation process and phone calls to each subcontractor. This tool is used for all subcontractors/subconsultants interested in proposing. The SmartBid process is outlined below:

- Interested subs complete a project Registration Form which then is uploaded into SmartBid.
- SmartBid will send an email to the DBE notifying the subcontractor that their account is active.
- DBEs will now receive all solicitations that are applicable to their NAICS codes following activation.

To ensure solicitations are not overlooked, we continuously request firms to update their NAICS codes to include their most up-to-date information on their respective capabilities and applicable NAICS codes.

2.E. Communication and Vendor Management

PROJECT SCOPE DEFINITION

We will review each bid package/scope of work to determine potential DBE Participation. Right- Size/Unbundle Bid Packages: To increase DBE's ability to competitively bid, we will break down bid packages into more economically feasible components. We will also encourage non-DBE firms to achieve their DBE Compliance Plan commitment by utilizing DBEs in lower tiers.

PHASING AND PACKAGING OF WORK

To remain cost conscience of the subcontractor market conditions, our intent is to align bid packages that benefit DBE participation, yet do not impact the necessary phasing of the

improvements. We will identify opportunities to package work that keeps trade partners ahead of the work schedule through scopes or known deficits in certain trade skills. Our DBE EDI Plan is not intended to dictate phasing sequences that may affect packaging decision, but to remain fluid to respond accordingly, with general phasing/scope/area considerations.

UNSUCCESSFUL PROPOSERS

To the extent we are not able to successfully incorporate any of our DBEs into this Project, we provide a clear process for both debrief and preparation for another PCL project. Our process covers how unsuccessful DBEs are notified and documentation of reasoning is retained. Our Team provides a thorough debriefing, including our pricing and scope coverage analysis for the Project. Constructive feedback will be provided upon request by the DBE by phone or in-person. Recognition of the efforts of the DBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction and performance expectations will be covered. A tracking log of all firms requesting and receiving a debrief will be maintained.

PROMPT PAYMENT

PCL will adhere to the Title 4 CFR 26.29 Prompt Payment Clause.

PCL recognizes cash flow for uninterrupted operations in a small DBE company is considerably different from a large prime. We will commit to compliance with Prompt Pay provisions for the appropriate jurisdiction. PCL has worked with CDOT, RTD as well as the USACE, in regard to the payment guidelines. PCL has career accountants who are trained on the most current requirements. In addition, our team will work with DBEs to ensure they are aware and trained on the payment process and requirements to facilitate prompt payments and minimize payment delays. This will include the review and comparison of contract payments to committed contract values. Discrepancies will be investigated, reconciled, and reported, as required.

We have used the following DBE-friendly strategies and will apply where appropriate:

- **Streamlined Process:** We will develop and implement a streamlined process to expedite monthly progress payments to the greatest extent possible.

- **Mobilization:** We will include mobilization payment line items for DBEs on the Project Schedule of Values to cover start-up costs and time the actual payments to coincide with the start of their work.
- **Joint Checks:** Can be used for payment of purchasing materials or supplies with request from the sub and approval from DSBO Compliance.
- **Payment Disputes:** If payment is contested or other disputes arise, DSBO will be informed.

OTHER DISPUTES

PCL will adhere to the Termination, Substitution and Reduction in Scope clause (Title 49 CFR/ 26.53).

Our team knows disputes on a project of this magnitude are possible in any arena, not just DBE contracting, despite our best of efforts and intentions. In the event of a dispute, we will seek guidance from the appropriate jurisdiction and comply with requirements. The focus will be on providing all subcontractors, DBE or otherwise, on providing each subcontractor with proper training and guidance regarding DEN and PCL expectations and insurance requirements, ensuring the entire Team is on the same page for deliverables, safety requirements and performance expectations. In the event of a dispute, our Supplier Diversity Program Manager is empowered at the highest level of our company, by **District Manager, Ryan Schmidt**, to investigate and advocate for our DBE's. She is a trained mediator, focused on mutually successful outcomes and the best interest of the DEN in mind. Our goal in a dispute with a DBE is to make certain we give appropriate voice to the firm so the DBE is heard. Our Team, led by Diedra Espinoza will prioritize resolution of disputes by utilizing the following methods:

- Information will be gathered from the DBE to determine the extent of the issues, extenuating circumstances, and perceived barriers.
- A meeting will be held with the appropriate discipline lead and project team to review the facts presented by the DBE.
- An evaluation by the discipline lead and the

and the inclusion team of both perspectives will be conducted to determine the nature of the dispute as well as possible solution strategies.

Once the course of action is identified, the results will be communicated to the DBE in a timely manner. In the event the results are found to be unacceptable by the DBE or a question arises as to the resolution process, a group meeting will be scheduled with the right parties to mediate the issue and establish an understanding or arrive at acceptable terms.

2.F. Past Performance

Table 2 below highlights previous projects our team has exceeded DBE requirements:

Table 2: MWBE and DBE Participation

DENVER AREA PROJECT MWBE AND DBE PARTICIPATION		
Project	Goal	Achieved
DEN Fire Station	25%	44.1%
DEN Stair Pressure Project	25%	48.0%
CCD/RTD 16 th Street Mall	17%	In Progress
RTD Commuter Rail Maintenance Facility	20%	20.3%
RTD SERE Parking Garage	24%	30.7%
CCD Paco Sanchez Park	21%	22.7%

NATIONAL AVIATION MWBE AND DBE PARTICIPATION		
Project	Goal	Achieved
UCLA Terasaki Life Sciences, Los, Angeles, CA	0%	31%
2 nd MAW Command Ops, Cherry Pt., NC	35%	39%
CSU Student Housing, Ph. III, Fullerton, CA	0%	39%
SeaTac Central Terminal, Seattle, WA	3%	9.8%
Boeing Access Road, Seattle/Tukwila, WA	10%	16.15%

NATIONAL AVIATION MWBE AND DBE PARTICIPATION		
Project	Goal	Achieved
LAX Baggage Optimization Program (BOP) – Part of MSC South, Los, Angeles, CA	15%	26%
San Diego Green Build, San Diego, CA	19%	30%
Sea-Tac Baggage Optimization Project, Seattle, WA	15%	26%
LAX CONRAC, Los, Angeles, CA	22%	25% (on track)
MCO BP-462 Taxiways, Orlando, FL	18%	51.7%



DENVER ELECTRICAL

Fire Station 35 Landscape Project

Protégé Firm: Denver Electrical

PCL partnered with Denver Electrical, a WBE electrical subcontractor on the Fire Station 35 Landscape Task Order Project. This was the first project Denver Electrical has worked on for the client. To ensure success, PCL met with Denver Electrical early to review and educate them on the client's requirements and processes. Upon start up and during the course of the project, PCL worked alongside Denver Electrical from administrative items through executing the work.

PAST MENTORING EXPERIENCE



IRON HORSE ARCHITECTS

SERE RidgeGate Park-N-Ride

Protégé Firm: Iron Horse Architects

PCL and Iron Horse worked together on the parking garage, that was part of the larger RTD E, F, R Extension project, located at I-25 and Ridgeway. This four-level parking garage has three stair towers clad in metal panel and Colorado Rose Sandstone totaling 360,000 SF with 1,300 stalls. RidgeGate Station is the new end-of-line station for the 2.3-mile extension of the Southeast Rail Line. This station connects passengers from RidgeGate Parkway in Lone Tree to Union Station in Denver. The design-build project required coordination with a large team that included public entities such as RTD and the City of Lone Tree. PCL Completed the RTD station work as well.



HEARTLAND/MASS EXCAVATION

Missile Drive Bridge

Protégé Firm: Heartland/Mass Joint Venture LLC

The Missile Drive Bridge project consisted of the demolition of the old Missile Drive Bridge at Warren Air Force Base in Cheyenne, constructing a precast segmental bridge in its place. The new bridge was built to handle heavier loads and 100-year floods.

PCL mentored the Heartland/Mass Joint Venture under the US Army Corps of Engineers (USACE) as a super-sub under their 8(a)-procurement process. This was Heartland/Mass' first bridge project.



AYUDA MANAGEMENT CORP.
USACE Buckley Cold Storage, Buckley
Mississippi Gate Expansion, & Fort Carson
SOF Renovation

Protégé Firm: Ayuda Management Corporation

PCL mentored Ayuda on three projects for the US Army Corps of Engineers as a super-sub under their 8(a)-procurement process. The projects ranged from \$500k to \$3.8M and included a tenant finish, civil infrastructure, and vertical building construction. The intent of the USACE 8(a) super-sub program, is to award disadvantaged businesses as the prime general contractor on projects typically larger than their standard. USACE takes the large business contractor resume (PCL) into account when awarding the contract. Working together on these projects created tremendous learning opportunities for both entities as we shared knowledge on client management, accounting best practices, field oversight, and constructability techniques. PCL is currently working with Ayuda on additional projects in Colorado.



BLUELINE BUILDING SERVICES
USACE Fort Carson Bct-H Sitework, Brac
710th Building, Fort Carson Battalion HQ

Protégé Firm: Blueline Building Services

PCL partnered with Blueline Building Services under the US Army Corps of Engineer's program. After many years of working on USACE project with Blueline Building Services as a subcontractor, we decided to create a joint venture to pursue opportunities as a team. As JV partners, PCL and Blueline work closely on all levels of effort from fee strategy, marketing, staff planning, contract negotiation, and construction services. PCL partnered with Blueline Building Services under the US Army Corps of Engineer's program. After many years of working on USACE project with Blueline Building Services as a subcontractor, we decided to create a joint venture to pursue opportunities as a team. As JV partners, PCL and Blueline work closely on all levels of effort from fee strategy, marketing, staff planning, contract negotiation, and construction services.

DBE TESTIMONIAL

"PCL's culture inspires the belief that we are working with them, and not for them, and we are proud to be a partner in their success."

Rusty Gonzales, President
 St. Andrews Construction Services
 Certified MWBE, EBE, SBE on PCL projects at DEN

2.G. Proposer's Culture

Our culture starts at the top with our established company core values. We acknowledge that our industry has been historically made up of Caucasian males, and we are actively trying to create change through inclusivity of groups and companies who face institutionalized barriers. Through our EDI Council and with vigorous support of our company leadership at the highest level, we have crafted the following programs and strategies:

1. Corporate Employee Diversity Programs:

Our employee diversity programs address recruitment, engagement, advancement, and retention of diverse individuals, as well as veterans and service members. Currently, our efforts include Unconscious Bias Training and Discussion Sessions. These sessions include training and establishing dialogue to increase awareness and to expand more inclusive cultures throughout PCL. Unconscious Bias training provides an avenue to focus on and impact our recruiting, hiring, coaching, mentoring and general workplace practices to grow inclusive leaders as diversity champions.

2. Employment/Recruitment/Advancement

- Partnering and sponsoring diverse student and professional industry organizations to engage diverse potential candidates.
- Targeting and attending diversity-focused career fairs to increase pool of qualified diverse candidates.
- Leveraging our social media presence (LinkedIn, Twitter, Facebook, etc.) to share events and key messages that reflect our diversity and inclusion objectives.
- Encouraging women and diverse employees to provide referrals of other qualified candidates interested in pursuing a career at PCL.
- Supporting organizations focused on providing STEM and construction education and career opportunities to girls and historically under-represented youth.
- Modification of our internal professional/ leadership development program to a more inclusive model. The PCL Leadership Academy has recently transitioned into a self-nominating program that is accessible to all eligible employees interested in participating (and not limited only to those nominated by management).

- Ongoing development of employee mentoring and sponsorship programming to increase visibility, access, and advancement opportunities to women, diverse individuals, and veterans/service members employed by PCL.
- Consistent assessment of corporate climate and employee engagement through periodic formal company-wide engagement surveys.
- Integration of diversity and inclusion themes into new and existing training and leadership development curriculum.

3. External Engagement

- Targeted programming designed to promote and increase diverse representation at all levels of PCL (Women's Leadership Summit, AGC's Culture of Care) to build a more inclusive industry partnership.
- Development of a central internal webpage providing access to diversity-focused education, awareness, and resource materials.
- Conducting internal campaigns such as Women in Construction Week (aligned with the National Association of Women in Construction's March celebration) to spotlight the contributions and career achievements made by women of PCL.
- Promotion of employee involvement in volunteer opportunities in community organizations and events focused on education, training and support of women, diverse individuals, and veterans/service members.

4. Partnerships with Subcontractors/ Subconsultants

- The US Director of Diversity, Equity and Inclusion is responsible for developing and implementing strategies to support diversity and inclusion in PCL's US operations. This critical role drives PCL's transformative work to celebrate and prioritize a diverse workforce and foster an environment where all employees feel valued for the perspectives they bring. This role is legacy building and will help PCL change communities nationwide.
- Created new Supplier Diversity Program Manager role with direction from Executive

Leadership to craft a strategic 5-year plan for driving inclusion with our vendor and subcontractor community. This role will drive both subcontractor community engagement, compliance, and overall integrity of our model. We will create a communications strategy and tactics for sharing with our vendors.

2.H. Future Initiatives

Our United States Operations 5-year EDI strategic plan has four key components:

1 EXPAND EDI AWARENESS AND EDUCATION

Focus on developing leaders as role models, achieving organization wide awareness and education and understanding of anti-racist and community-building concepts and strategies. (Launched EDI Council – 2/8/2021)

2 BROADEN & DEVELOP DIVERSE TALENT SOURCES

Focus on leaders as EDI mentors, expanding our employment brand into new diverse markets to attract, hire, retrain and develop the best talent. Embed EDI principles and accountabilities in all Professional Development and Succession Plans. (Years 1-5)

3 IMPACT COMMUNITY GIVING AND COMMUNITY INVOLVEMENT

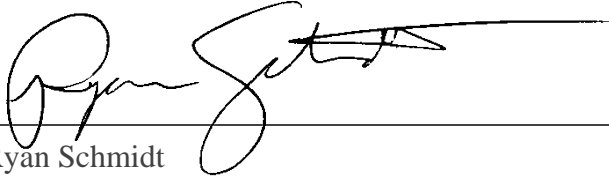
Focus on developing intentional giving plans in alignment with PCL EDI priorities. Focus giving priorities to achieve and accelerate ROI away from traditional means and transition to returns in the form of career/leadership, community, commerce and cultural events and channels. (Years 1-3)

4 FOCUS ON PCL COMMERCE & BUSINESS DEVELOPMENT

Develop strategic business-focused relationships with Women and Diverse Business Enterprises in every District. Create an EDI model for RFP requests on projects that prioritizes diversity in our contracting. (Years 1-5)

-----SIGNATURE PAGE-----

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the Title 49 Code of Federal Regulation (CFR) Part 26 and applicable provisions of Article III - Chapter 28 of the Denver Revised Municipal Code and any corresponding Rules and Regulations, PCL Construction Services shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by PCL Construction Services and approved by DSBO, beginning in July 2023 or at the request of DSBO.



Ryan Schmidt
District Manager

Date 7/22/2022



On Behalf of Adrina Gibson, Director
Denver Office of Small Business Opportunity

Date 7/22/2022