

## ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (“**Agreement**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **APEX MULTI-FAMILY BUILDERS LLC**, a company authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

### WITNESSETH:

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

**WHEREAS**, the City desires to obtain professional exterior painting, and coating services for various structures located at Denver International Airport; and

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

**WHEREAS**, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner; and

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

#### 1. **LINE OF AUTHORITY:**

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the DEN Maintenance. The relevant Senior Vice President (the “**SVP**”), or their designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

#### 2. **SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:**

**A. Scope of Services.** Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City. Without requiring an amendment to this Agreement, the City may, through a Task Order or similar form issued by the CEO and signed by the Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

**B. Task Orders.** The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order must include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or

increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City's sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order.

**C. Standard of Performance.**

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

ii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents and any other party with whom Contractor contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

**D. Time is of the Essence.** Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

**E. Subcontractors.**

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

**F. Personnel Assignments.**

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, 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.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for termination for cause in accordance with this Agreement.

**3. OWNERSHIP AND DELIVERABLES:**

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

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

#### **4. TERM AND TERMINATION:**

**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire Five Years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

**B.** If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

#### **C. Suspension and Termination.**

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the SVP, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor.

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:

- a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

**D. Remedies.** In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

## **5. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Five Million Dollars and Zero Cents (\$5,000,000)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

**B. Limited Obligation of City.** The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

**C. Payment Source.** For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

**D. Fee.** Initial individual hourly rates and charges, including any applicable multiplier, are set forth in *Exhibit B*. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates and/or the multiplier on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

**E. Payment Schedule.** Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

**F. Invoices.** Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order ("**PO**") number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to AccountsPayableContracts@flydenver.com.

viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

**G. Timesheets.** Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City's request.

**H. Disputed Invoices.** The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

**I. Carry Over.** If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

**6. MWBE, WAGES AND PROMPT PAYMENT:**

**A. Minority/Women Business Enterprise.**

- i. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("**D.R.M.C.**"), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**DSBO Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. The Contractor's Goal Commitment to MWBE participation for this Agreement is 10% as stipulated in the Division of Small Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by the Contractor.
- ii. Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under § 28-70, D.R.M.C. The Contractor acknowledges that:
  - a. If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-63(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must

establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

- b. If contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
- e. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- f. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
- g. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.



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

**B. Prompt Pay of MWBE Subcontractors.** For agreements 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. If D.R.M.C. § 28-72 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

**C. Prevailing Wage.** To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, 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 Agreement were encumbered. (See Exhibit D)

Date bid or proposal issuance was advertised: March 1, 2024.

- i. 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.

- ii. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

- iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

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

- v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

**D. Compliance With Denver Wage Laws.** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned

wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**E. City Prompt Pay.**

i. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

**D.** In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of

Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

**E.** The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

## **8. DEFENSE AND INDEMNIFICATION:**

**A.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("**Claims**"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

**B.** Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

**C.** Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

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

**9. DISPUTES:**

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

**10. GENERAL TERMS AND CONDITIONS:**

**A. Status of Contractor.** Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

**C. Americans with Disabilities Act (“ADA”).** Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Contractor to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability consultant as soon as practicable.

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

**E. Compliance with Patent, Trademark and Copyright Laws.**

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure

which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

**F. Notices.**

i. Notices of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Contractor to:

Chief Executive Officer  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by the City to:

Apex Multifamily Builders, LLC  
3001 S. Lamar Blvd, Suite 300  
Austin, TX 78704  
Attn: Khristina Morrissey

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested ; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used at the City's direction in writing for Task Order-related communications and transmittals at the City's direction.

**G. Rights and Remedies Not Waived.** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

**H. No Third-Party Beneficiaries.** The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

**I. Governing Law.** This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

**J. Bond Ordinances.** This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

**K. Venue.** Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

**L. Cooperation with Other Contractors.**

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

**M. Inurement.** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

**N. Force Majeure.** The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The

Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

**O. Coordination and Liaison.** Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

**P. No Authority to Bind City to Contracts.** Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

**Q. Information Furnished by the City.** The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

**R. Severability.** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**S. Taxes and Costs.** Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

**T. Environmental Requirements.** Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per- and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

**U. Non-Exclusive Rights.** This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO's decision.

## **11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:**

**A. Diversity and Inclusiveness.** The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

**B. 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.

**C. Advertising and Public Disclosures.** Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude



Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

**D. Colorado Open Records Act.**

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

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

**E. Examination of Records and Audits.**

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the

course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, 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.

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

**F. Use, Possession or Sale of Alcohol or Drugs.** Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

**G. City Smoking Policy.** Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

**H. Conflict of Interest.**

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist,

Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iii. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

## **12. SENSITIVE SECURITY INFORMATION:**

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

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

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

## **14. FEDERAL RIGHTS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the

extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix.

**15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**

**A. Attachments.** This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Prevailing Wages
- Exhibit E: EDI Plan
- Exhibit F: Task Order

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

**16. CITY EXECUTION OF AGREEMENT:**

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

**B. Electronic Signatures and Electronic Records.** The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202473057-00  
**Contractor Name:** APEX MultiFamily Builders

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:

\_\_\_\_\_

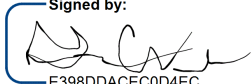
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202473057-00  
APEX MultiFamily Builders

By:  Signed by:  
E398DDACEC0D4EC...

Name: Greg Welch  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A****Exterior Painting and Coating Services SOW**

**Overview:** This contract will provide exterior painting and coating services for Denver International Airport's (DEN) facility structures that span over 18 million square feet which include both Airside and Landside needs. The scope of work varies from project to project and will include structures, but not limited to: the RTD Transit Center, the Jeppesen Terminal, the curbsides and covered parking attached to the Terminal, the North Terminal Federal Inspection Services (FIS) and support facilities, the Airport Office Building (AOB), three concourses, Worldport, South Cargo buildings, ARFF stations, Fire House 35, ARFF Training Center, Lighting Vaults both East and West, Fuel Farm, Environmental lab and AGTS building, and numerous ancillary support buildings. The intent is to provide a simplified method to directly work on facility elements that may deteriorate or need protection from environmental elements.

**Project background and description:** The current condition of many areas at DEN is suffering from age-damaged paint surfaces. In some areas, the underlying panels are completely exposed and do not have protection from the weather elements. The risk of extensive damage grows greater as the surfaces deteriorate. DEN Maintenance has steadily maintained this work on an as-needed basis. Due to other areas of our aging infrastructure with greater priority, the Covid crisis, a reduced labor force, and the critical access and operational requirements of this work, the DEN Paint team is insufficiently staffed to complete the significant work needed to restore paint surfaces to a protective and visually reasonable level in a reasonable amount of time. This contract is critical to the public face of airport operations at DEN and should not be deferred.

**Project Scope:**

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

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

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

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

**Submission to and Approval by DEN**

- Contractor must submit all coating product data to DEN prior to any work being performed on each project
  - Coating should conform with engineering specifications provided per task
- DEN must approve coating and scope of work prior to work commencing



**Affected parties:** Security (TSA and HSS), Passengers, Other airport workers, Baggage tugs, Airplane traffic on the airfields.

**Affected business processes or systems:** Baggage, carts, Material delivery within the secured portion of the airfield, Travel within the tunnels.

**Implementation plan:**

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

**High-level timeline/schedule:**

- Will be established after reviewing scope.

**Special equipment required:**

- Contractor to supply all aerial and scaffolding equipment and painting materials.
- Contractor to supply all required safety equipment.
- Contractor to include roll off waste dumpsters and environmental waste permits/ disposal.

**Specific licenses or certifications needed:**

- There may be specialty coatings and paints that need some level of product training from the manufacturer.
- Unescorted badging privileges

**Exhibit B - Rates Sheet**  
**Exterior Painting and Coating RFP No. 2024736057**

**Section A - Sample Pricing**

Escalation represents 3% increase year over year. *\*Note: These are example prices. Actual pricing is TBD \**

<b>Description</b>	<b>2024 Price/ea</b>	<b>2025 Price/ea</b>	<b>2026 Price/ea</b>	<b>2027 Price/ea</b>	<b>2028 Price/ea</b>	<b>2029 Price/ea</b>
Inspections	\$1,600	\$1,648	\$1,697	\$1,748	\$1,800	\$1,854
Reports	\$500	\$515	\$530	\$546	\$563	\$580
Continuous Monitoring	\$550	\$567	\$584	\$602	\$620	\$639
Troubleshooting	\$1,500	\$1,545	\$1,591	\$1,639	\$1,688	\$1,738
Analysis	\$840	\$865	\$891	\$918	\$946	\$974

**Section B - Hourly Labor Rates**

All wages are subject to Prevailing wages with a CPI\* 3% increase according the attached schedule

Overtime is calculated as time and a half

<b>Job Title</b>	<b>2024 Hour Rate</b>	<b>2025 Hour Rate</b>	<b>2026 Hour Rate</b>	<b>2027 Hour Rate</b>	<b>2028 Hour Rate</b>
Scheduler	\$75.00	\$77.25	\$79.57	\$81.95	\$84.41
Estimator	\$85.00	\$87.55	\$90.18	\$92.88	\$95.67
Laborer	\$35.00	\$36.05	\$37.13	\$38.25	\$39.39
Field Technician	\$72.00	\$74.16	\$76.38	\$78.68	\$81.04
Sprayer	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
Painter	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
Plaster Tender	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02
Plasterer	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
Waterproofofer	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02
Drywall Finisher/Taper	\$48.00	\$49.44	\$50.92	\$52.45	\$54.02
Supervisor	\$75.00	\$77.25	\$79.57	\$81.95	\$84.41
Project Manager	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55
Administrative Support	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79
<b>Job Title</b>	<b>2024 OT</b>	<b>2025 OT</b>	<b>2026 OT</b>	<b>2027 OT</b>	<b>2028 OT</b>
Scheduler	\$112.50	\$115.88	\$119.35	\$122.93	\$126.62
Estimator	\$127.50	\$131.33	\$135.26	\$139.32	\$143.50
Laborer	\$52.50	\$54.08	\$55.70	\$57.37	\$59.09
Field Technician	\$108.00	\$111.24	\$114.58	\$118.01	\$121.55
Sprayer	\$75.00	\$77.25	\$79.57	\$81.95	\$84.41
Painter	\$75.00	\$77.25	\$79.57	\$81.95	\$84.41
Plaster Tender	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53
Plasterer	\$75.00	\$77.25	\$79.57	\$81.95	\$84.41
Waterproofofer	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53
Drywall Finisher/Taper	\$72.00	\$74.16	\$76.38	\$78.68	\$81.04
Supervisor	\$112.50	\$115.88	\$119.35	\$122.93	\$126.62
Project Manager	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
Administrative Support	\$105.00	\$108.15	\$111.39	\$114.74	\$118.18

**Section C - Equipment/Material Fees**

*All Equipment/Materials are subject to 15% markup. Markup is not included in rate. Actual rates TBD.*

**Scaffolding & Lifts**

<b>Description</b>	<b>Monthly</b>
Frame Scaffolding	\$100-140
System Scaffolding	\$300-600
Tube & Clamp Scaffolding	\$300-600
Suspended Scaffolding	\$800-2000
Mast Climbers	\$1800-4000
Articulating Boom Lifts	\$1724-4045
Telescopic Boom Lifts	\$1828-9255
Electric Scissor Lifts	\$440-1386
Atrium Lifts (Spider Lifts)	\$1724-9255
Single Man Lifts	411-610
Other Equipment Rental	At Cost

**Section C-1 Blasting Techniques**

<b>Description</b>	<b>Monthly</b>
Dry Ice Blasting	\$3,000 - \$9,000
High-Pressure Water Jetting	\$6,000 - \$12,000
Vacuum Blasting	\$4,500 - \$10,500
Laser Blasting	\$15,000 - \$30,000
Ultrasonic Blasting	\$6,000 - \$15,000
Dustless Blasting	\$6,000 - \$12,000
Sponge Jet Blasting	\$9,000 - \$18,000

**Section C-2 Painting/Coating Preparation**

<b>Description</b>	<b>Monthly</b>
Surface Cleaners	\$600 - \$1,500
Sanders/Grinders	\$750 - \$2,250
Primers	\$900 - \$2,100
Masking Materials	\$300 - \$900

<b>Section C-3 Application of Coatings</b>	
<b>Description</b>	<b>Monthly</b>
Sprayers/Rollers/Brushes	\$450 - \$1,350
Coatings	\$900 - \$4,500
Mixing Equipment	\$600 - \$1,800
<b>Section C-4 Waste Removal</b>	
<b>Description</b>	<b>Monthly</b>
Sump Pump	\$1,500 - \$3,000
Waste Vessel	\$900 - \$2,100
Transport Containers	\$600 - \$1,500
Disposal Services	\$3,000 - \$6,000
<b>Section C-5 Contaminate Testing</b>	
<b>Description</b>	<b>Monthly</b>
Sampling Kits	\$600 - \$1,200
Testing Labs	\$1,500 - \$4,500
Field Test Kits	\$900 - \$2,100
<b>Section C- 6 Environmental Containment</b>	
<b>Description</b>	<b>Monthly</b>
Tarps	\$300 - \$900
Enclosures	\$1,500 - \$4,500
Ground Cover Berm	\$900 - \$2,100
<b>Section C-7 Compressors</b>	
<b>Description</b>	<b>Monthly</b>
Large (1200 - 1600 CFM)	\$6,500
Medium (750 - 900 CFM)	\$5,500
Small (375 - 400 CFM)	\$3,500
<b>Section C-8 Blast Equipment</b>	
<b>Description</b>	<b>Monthly</b>
Sand Hopper 30 Ton	\$600
Bulk Pot 6 Ton	\$2,105
Blast Pot 8 Ton	\$3,500
Blast Pot 600#	\$1,500
Air Dryer	\$1,500
Water Separator	\$100
Track Blaster	\$16,000

<b>Section C-9 Spray Equipment</b>	
<b>Description</b>	<b>Monthly Rate</b>
Convent. 5 gal. unit	\$200
Convent. 2 gal. unit	\$150
Zinc Pot	\$350
75:1 Airless unit	\$630
90:1 Airless unit	\$800
<b>Section C-10 Heavy Equipment</b>	
<b>Description</b>	<b>Monthly</b>
Truck, pick-up	\$700
Truck, one-ton	\$800
Van 1/2 & 3/4 Ton	\$900
Truck Flat Bed 1 Ton	\$600
Fork Lift 6 Ton	\$1,100
8 Ton Reach Forklift	\$3,500
60' Manlift	\$3,500
80' Manlift	\$3,670
125' Manlift	\$6,725
Generator - 100-150 kw	\$1,899
Converter Box for 60 AMP	\$300
Tandem Flat Trailer	\$1,200
Water Trailer	\$1,575
Copas fan	\$150
Bobcat	\$1,849
Cargo Trailer 12'-16'	\$600
HD Unit with Generator	\$21,875
United Rental Delivery Charge	\$400

<b>Section C-11 Miscellaneous Equipment</b>	
<b>Description</b>	<b>Monthly Rate</b>
Pressure Washer 1500-2000 psi	\$500
Pressure Washer 2500-5000 psi	\$1,200
Air Mover	\$90
Needle Gun	\$150
Chipper	\$150
Grinder	\$150
Cordless Grinder 60V	\$150
Tank Fuel	\$568
Beather Box	\$1,750
Holiday Tester	\$900
Tank Lights	\$3,200
Plural Component, Hose Assembly and Pump	\$10,200
<b>Section C-12 Lead Related Equipment</b>	
<b>Description</b>	<b>Monthly Rate</b>
Decon Trailer	\$2,250
HEPA Vac 5 gl	\$450
HEPA Vac 35 gl	\$500

<b>Section C-13 Coatings</b>	
<b>Coating Type</b>	<b>Per Gallon</b>
MEK	\$38.00
Macropoxy 646	\$41.00
Corathane Galvapak Zinc	\$55.00
Zinc Clad II	\$55.00
Acrolon 218 HS	\$57.00
Hi-Solids Polyurethane	\$57.00
Dura Plate UHS (Internal Tank lining)	\$181.00
Fast Clad Epoxy Primer	\$65.00
Fast Clad ER	\$65.00
Tnemec Zinc 90G1K-97	\$100.00
Tnemec 115 Unibond	\$85.00
Tnemec 1029	\$85.00
Tnemec 1029	\$85.00
Tnemec 215ML	\$85.00
Macropoxy 240	\$45.50
PhenGuard 965	\$68.00
NovaGuard 840	\$74.00
Enviroline 376F-60	\$71.00
Enviroline 58 HS	\$64.00
Enviroline 378 Seam Sealer	\$75.00
Carboline Carbo Zinc 11	\$95.00
Carboline Carboguard 890	\$95.00
Carboline Carbothane 134 HG	\$95.00
<b>Section D - Mobilization Fees/Insurance Premiums / Parking / Tax</b>	
<b>Description</b>	<b>Rate</b>
Mobilization	5%
Insurance Premiums	3%
Mark-up on MWBE	15%
Markup - Materials	15%
Markup - Equipment	15%
Parking Per vehicle	\$25/Day
Tax @ 8.25%	

<b>Section D-1 - Freight Expense</b>	
<b>Mileage</b>	<b>Rate</b>
1 to 60 miles	\$150
61 to 250 miles	\$250
251 to 420 miles	\$400
420+ miles	\$600



**EXHIBIT C**

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
GOODS AND SERVICES AGREEMENT**

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard  
Denver CO 80249  
Attn/Submit to: contractadmininvoices@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

**B. Defined Terms**

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

**C. Coverages and Limits**

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 [enter: “per location”, “per project” or “policy”] aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

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.

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

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
  - d. 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 Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
  - e. 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.
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 \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

  - a. 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.
4. **Contractors Pollution Liability:**

Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual policy aggregate for claims arising out of a pollution condition or site environmental condition.

  - a. 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 DEN premises.
  - b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.
5. **Property Insurance**

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
6. **Professional Liability (Errors and Omissions) Insurance**

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

Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.

  - a. 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.

7. Unmanned Aerial Vehicle (UAV) Liability:

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

- a. Express written permission must be granted by DEN.
- b. Express written permission must be granted by the Federal Aviation Administration (FAA).
- c. Drone equipment must be properly registered with the FAA.
- d. Drone operator(s) must be properly licensed by the FAA.
- e. 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.

8. Excess/Umbrella Liability

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

**D. Reference to Project and/or Contract**

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

**E. Additional Insured**

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability 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.

**F. 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.

**G. 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 required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder

within three (3) 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.

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.

## **H. 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.

## **I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
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.
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.
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.
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 verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
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.

**J. 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. Part 230 applies to Contractor and its subcontractors of any tier.

**K. Applicability of ROCIP Requirements**

The 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. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor’s information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

**Notice of Change to ROCIP:** DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a 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 or related to 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 of changes regarding a ROCIP program as applicable to Contractor’s work or responsibilities under the ROCIP Safety Manual.

EXHIBIT D

# City and County of Denver



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202  
(720) 913-5000 • Fax (720) 913-5253 • [denvergov.org/auditor](http://denvergov.org/auditor)

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** January 8, 2024  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, January 9, 2024**, 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. CO20240020  
Superseded General Decision No. CO20230020  
Modification No. 0  
Publication Date: 1/8/2023  
(12 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.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.**

"General Decision Number: CO20240020 01/05/2024

Superseded General Decision Number: CO20230020

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 or Denver Minimum Wage for 2024, whichever is higher.

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)(1).

|If the contract is entered |. Executive Order 14026  
|  
|into on or after January 30, | generally applies to the  
|  
|2022, or the contract is | contract.  
|  
|renewed or extended (e.g., an |. The contractor must pay  
|  
|option is exercised) on or | all covered workers at  
|  
|after January 30, 2022: | least \$17.20 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 2024.  
|  
|  
|

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|If the contract was awarded on|. Executive Order 13658  
|



|or between January 1, 2015 and| generally applies to the  
|  
|January 29, 2022, and the | contract.  
|  
|contract is not renewed or |. The contractor must pay  
all|  
|extended on or after January | covered workers at least  
|  
|30, 2022: | \$12.90 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 2024.  
|  
|\_\_\_\_\_|  
|\_\_\_\_\_|

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

ASBE0028-002 03/01/2022

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST  
INSULATOR - MECHANICAL (Duct,  
Pipe & Mechanical System

Insulation).....	\$ 32.98	15.47
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CARP0055-002 05/01/2023

	Rates	Fringes
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CARPENTER (Drywall Hanging  
Only).....

.....	\$ 33.86	12.59
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CARP1607-001 06/01/2023

	Rates	Fringes
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MILLWRIGHT.....\$ 41.19 16.74

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ELEC0068-012 06/01/2023

Rates Fringes

ELECTRICIAN (Includes Low  
Voltage Wiring).....\$ 43.20 18.38

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ELEV0025-001 01/01/2023

Rates Fringes

ELEVATOR MECHANIC.....\$ 51.94 37.335

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 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

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IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.23	12.50

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IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	12.50

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PAIN0079-006 08/01/2022

Rates	Fringes
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PAINTER (Brush, Roller and  
Spray; Excludes Drywall  
Finishing/Taping).....\$ 25.11 10.95

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PAIN0079-007 08/01/2022

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 25.81 10.95

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PAIN0419-001 06/01/2022

Rates Fringes

SOFT FLOOR LAYER (Vinyl and  
Carpet).....\$ 18.25 14.33

PAIN0930-002 07/01/2023

Rates Fringes

GLAZIER.....\$ 33.51 12.65

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PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 42.98	19.77

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PLUM0208-008 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 41.50	21.90

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SFCO0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.14	26.40

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SHEE0009-004 07/01/2023

	Rates	Fringes
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SHEET METAL WORKER (Includes  
HVAC Duct Installation;  
Excludes HVAC Pipe and Unit  
Installation).....\$ 38.47 20.83

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SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 18.29	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03

LABORER: Common or General.....	\$ 14.49 **	5.22
LABORER: Mason Tender - Brick....	\$ 18.29 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.29 **	0.00
LABORER: Pipelayer.....	\$ 16.96 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 18.29 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.29	0.00
WATERPROOFER.....	\$ 18.29 **	0.00



**Office of the Prevailing Wage  
 Administrator Supplemental Rates  
 (Specific to the Denver projects)  
 Revision Date: 01-01-2024**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
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		\$18.29	\$0.00

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

# City and County of Denver



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202  
(720) 913-5000 • Fax (720) 913-5253 • [denvergov.org/auditor](http://denvergov.org/auditor)

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** February 26, 2024  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Friday, February 23, 2024**, 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. CO20230020  
Superseded General Decision No. CO20240020  
Modification No. 1  
Publication Date: 2/23/2024  
(9 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.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.**

"General Decision Number: CO20240020 02/23/2024

Superseded General Decision Number: CO20230020

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)(1).

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If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.20 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 2024.

|  
| If the contract was awarded on | Executive Order 13658  
| or between January 1, 2015 and | generally applies to the  
| January 29, 2022, and the | contract.  
| contract is not renewed or | . The contractor must pay  
| all | covered workers at least  
| extended on or after January | \$12.90 per hour (or the  
| 30, 2022: | applicable wage rate  
| listed | on this wage  
| determination, | if it is higher) for all  
| hours spent performing on  
| that contract in 2024.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024

\* ASBE0028-002 01/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	16.47

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CARP0055-002 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.86	12.59

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CARP1607-001 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.19	16.74

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ELEC0068-012 06/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 43.20	18.38

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\* ELEV0025-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.20	37.89

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly

rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence

Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday

after Thanksgiving Day; and Christmas Day.

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 ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

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 IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 55.25	3.65

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 IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 55.25	3.65

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PAIN0079-006 08/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 25.11	10.95

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PAIN0079-007 08/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 25.81	10.95

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PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 18.25	14.33

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PAIN0930-002 07/01/2023

	Rates	Fringes
GLAZIER.....	\$ 33.51	12.65

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PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 42.98	19.77

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PLUM0208-008 06/01/2023

	Rates	Fringes
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PIPEFITTER (Includes HVAC  
Pipe and Unit Installation;  
Excludes HVAC Duct  
Installation).....\$ 41.50 21.90

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\* SFCO0669-002 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....\$ 43.41	43.41	26.98

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SHEE0009-004 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....\$ 38.47	38.47	20.83

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\* 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).....\$ 18.29	18.29	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 **	5.22
LABORER: Mason Tender - Brick....	\$ 18.29 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.29 **	0.00
LABORER: Pipelayer.....	\$ 16.96 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.29	0.00
WATERPROOFER.....	\$ 18.29 **	0.00

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

**Office of Prevailing Wage  
 Administrator Supplemental Rates  
 (Specific to the Denver projects)  
 Revision Date: 01-01-2024**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$55.25	\$3.65
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
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		\$18.29	\$0.00

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

## EXHIBIT E

10/31/2024

### Apex Multifamily Builders MWBE EDI Plan

Exterior Painting and Coating Services  
RFP #202473057



Colorado Division  
2979 W Main St, #300-728  
Littleton, CO 80120

Corporate Headquarters  
3001 S Lamar Blvd, #300  
Austin, TX 78704

Khristina Morrissey  
720-289-1700  
KMORRISSEY@APEX-MULTIFAMILY.COM



**Marina Logachev**  
Compliance Manager  
Division of Small Business Opportunity (DSBO)  
10/31/24

Dear Ms. Logachev,

At Apex Multifamily Builders, where we are "Restoring the Past and Building the Future," we are committed to fostering an inclusive, diverse, and equitable business environment that aligns with the Division of Small Business Opportunity (DSBO) goals. For the Exterior Painting and Coating Project at Denver International Airport (DEN), we are fully committed to meeting the DSBO's initial requirement of **10% MWBE participation** as a starting point for this project. **Over the project's 5-year term, our goal is to incrementally increase MWBE participation to 25%**, with a specific focus on creating sustainable opportunities for smaller MWBE firms.

Supporting smaller MWBE firms is vital not only for meeting project objectives but also for contributing to the sustainability of the local economy. By empowering these businesses with meaningful roles in this project, we strengthen the economic foundation of our community, fostering job creation, business growth, and resilience within diverse and often underrepresented sectors. Apex's MWBE EDI Plan has been designed with these values in mind, emphasizing structured outreach, mentorship, and compliance to ensure that smaller MWBE firms have access to scalable opportunities that encourage growth and lasting impact.

Our plan includes breaking down trade scopes to accommodate smaller MWBE firms, enabling them to participate successfully. Through quarterly progress reviews and annual benchmarks, we will track and report on MWBE participation, ensuring continuous alignment with DSBO's objectives. By engaging directly with MWBE firms and collaborating closely with DSBO, we aim to foster a sustainable, mutually beneficial project environment.

Our executive team is personally invested in this initiative, with **Khristina Morrissey, Senior Account Executive and Certified Scrum Master (CSM)**, leading our mentorship program. Through regular events, training sessions, and dedicated support, we are committed to a successful MWBE partnership throughout the project, with an emphasis on helping smaller firms expand their capabilities and solidify their contributions to a more inclusive and sustainable economy. We look forward to working closely with DSBO, demonstrating transparency, accountability, and proactive growth over the project's full duration. Thank you for the opportunity to contribute to a more inclusive and resilient construction industry.

**Best regards,**  
**Greg Welch**  
Managing Partner  
Apex Multifamily Builders



## Project-Specific MWBE Participation Commitment

For the **Exterior Painting and Coating, RFP# 202473057** project at **Denver International Airport (DEN)**, Apex is committed to meeting the DSBO's initial goal of **10% MWBE participation** as a starting point. **Over the 5-year duration of the project, our goal is to incrementally increase MWBE participation to 25%, with a specific focus on empowering smaller MWBE firms.** By providing these firms with structured support, mentorship, and scalable opportunities, we aim to contribute to the sustainability and growth of the local economy, fostering job creation and business resilience within underrepresented sectors.

### Key Components of the Apex MWBE EDI Plan:

1. **Outreach & Engagement Events**
2. **Mentorship Program with Agile Project Management Training**
3. **B2G Registration Support**
4. **Email Campaigns for Trade Needs**
5. **Scaling Opportunities for Smaller MWBE Firms**
6. **Skill-Building Outreach Events**
7. **Long-Term Commitment to MWBE Participation Growth**

### 1. Outreach & Engagement Events

Apex will host periodic outreach events over the 5-year span of the **Exterior Painting and Coating RFP# 202473057** project to engage MWBE firms, including meet-and-greet sessions, community volunteer opportunities, and co-sponsored events focused on underrepresented communities. These activities will include:

- **Quarterly Meet and Greets:** Free events designed to connect MWBE firms directly with Apex project leaders and discuss specific opportunities for collaboration and project needs. These sessions provide MWBE firms with insight into current requirements and expectations, creating an open channel for continuous engagement.
- **Taking Flight at DEN & Meet the Prime Events:** **Khristina Morrissey, CSM, Senior Account Executive**, will attend these events regularly to build long-term relationships and advocate for MWBE engagement in project activities.
- **Ongoing Communication and Targeted Outreach:** Apex will ensure that MWBE firms remain informed of project developments and trade needs. Targeted outreach will focus on engaging smaller, local MWBE firms through partnerships with chambers of commerce and minority business associations to identify and encourage participation from firms that may benefit most from these opportunities.

### 2. Mentorship Program with Agile Project Management Training

Apex is committed to helping MWBE firms succeed through a structured mentorship program led by **Certified Scrum Master (CSM), Khristina Morrissey**. This program includes:



- **Monthly Virtual Mentorship Sessions:** Hosted by Khristina, these sessions cover project management fundamentals, business acumen, and Agile project management strategies specific to the DEN project, such as sprint planning, iterative development, and resource allocation.
- **Agile Project Management Engagement:** Leveraging Khristina’s CSM expertise, these sessions will guide MWBE firms on implementing Agile methodologies. By focusing on skills that improve adaptability, efficiency, and responsiveness, the mentorship program will be a vital resource for smaller MWBE firms, equipping them to contribute effectively over the project’s term.

### 3. B2G Registration Support

To simplify compliance with DSBO requirements, Apex will provide MWBE firms with:

- **A Dedicated Project Coordinator:** Available to assist with B2G registration and to address any questions MWBE firms may have about compliance.
- **B2G Platform Training:** Sessions will help MWBE partners navigate B2G effectively, ensuring timely updates and compliance reporting.

### 4. Email Campaigns for Trade Needs

To ensure MWBE firms stay informed of evolving project needs, Apex will maintain regular communication through:

- **Bi-Monthly Email Updates:** Featuring updates on current trade needs, time-sensitive bids, and unique subcontracting opportunities, encouraging swift MWBE engagement.

### 5. Scaling Opportunities for Smaller MWBE Firms

Apex will structure trade work to make it more accessible to smaller MWBE firms. By structuring trade packages and tasks with smaller firms in mind, we aim to foster local economic sustainability through these accessible opportunities. Actions include:

- **Breaking Down Trade Scopes:** Larger trade packages will be divided into smaller, manageable segments, allowing smaller MWBE firms to participate and succeed.
- **Subcontracting for Specialized Skills:** Apex will promote unique skill-based subcontracting opportunities giving MWBE firms of all sizes experience in specialized project tasks.

### 6. Skill-Building Outreach Events

To enhance MWBE firms' technical skills for airside work, Apex will host virtual workshops focused on:



- **Technical Skill Development:** Sessions on airside requirements, including containment curtain use and advanced blasting techniques.
- **Safety and Compliance Training:** Ensuring MWBE firms are equipped with the knowledge and skills to meet safety and compliance standards for airside work.

## 7. Long-Term Commitment to MWBE Participation Growth

Apex aims to increase MWBE participation from the DSBO required **10% at the start to 25% over the course of the 5-year project**, setting annual milestones to track progress and support sustained participation. This incremental approach will allow smaller MWBE firms to build capabilities and experience as they contribute to the project's success.

- **Quarterly Reporting to DSBO:** Apex will submit quarterly reports to DSBO covering MWBE participation percentages, outreach activities, mentorship progress, and any adjustments needed to support MWBE engagement. These reports will include data on MWBE firm retention rates, project-specific challenges, and strategies implemented to address them, ensuring consistent alignment with DSBO's objectives over the project term.
- **Annual Review:** MWBE participation will be reviewed annually throughout the project, with adjustments made to ensure continued growth.
- **Annual Diversity Performance Report:** Starting in 2025, Apex will publish a report highlighting MWBE participation achievements, success stories, and program impact, demonstrating how the plan has contributed to the local economy's sustainability.

## Executive Participation in MWBE Outreach and Development

Apex Multifamily Builders' leadership team is deeply committed to promoting equity, diversity, and inclusion, particularly in support of Minority and Women-Owned Business Enterprises (MWBE). Our executive team—led by **Greg Welch (Managing Partner)**, **Khristina Morrissey, CSM (Senior Account Executive)**, and **Felix Estrella (Senior Project Manager)**—plays a pivotal role in advancing our EDI goals through direct involvement in outreach, mentorship, and strategic support initiatives. Their engagement not only ensures MWBE inclusion in this project but also fosters sustainability and economic resilience within Colorado and the DEN community, creating lasting opportunities for MWBE partners.

1. **Executive Participation in Free Meet & Greet, Meet the Prime, and Taking Flight at DEN Events**
  - **Active Engagement and Strategic Partnership Development:** Apex's executives regularly participate in these events, connecting directly with MWBE subcontractors and small businesses to explore partnership opportunities. These sessions allow leadership to engage deeply with MWBE firms, building partnerships that support economic growth within the Colorado and DEN markets.
  - **Guidance on Project Alignment:** Through these sessions, our executives offer strategic insights into project alignment, helping MWBE firms understand how



their capabilities can align with project requirements. This proactive support strengthens MWBE firms' capacity to succeed in the bidding and project integration stages, promoting their long-term economic contributions to the local economy.

## 2. **Volunteering as Panelists for DEN Projects and MWBE Evaluations**

- **Fair and Equitable Evaluation:** Apex's executive team serves as panelists in public project evaluations, bringing industry expertise to ensure MWBE firms receive fair and comprehensive consideration. By actively participating in the evaluation process, executives contribute to a selection process that emphasizes economic equity within Colorado.
- **Transparent and Inclusive Selection Process:** Executives help to create a more inclusive evaluation framework, supporting MWBE firms in gaining visibility and access to projects that benefit the regional economy. This role underscores Apex's dedication to transparency and the equitable growth of Denver's diverse economic base.

## 3. **Mentorship and Leadership Development for MWBE Firms**

- **Targeted Mentorship Program for Long-Term Growth:** Apex's executives provide one-on-one coaching, business development support, and leadership training to help MWBE firms establish themselves sustainably in the Colorado market. By focusing on economic resilience, this mentorship program strengthens MWBE firms' ability to grow within the DEN community and beyond.
- **Agile and Strategic Development Led by Khristina Morrissey, CSM:** As part of this program, **Khristina Morrissey** leads monthly virtual mentorship sessions focused on Agile project management, business development, and strategic growth. These sessions empower MWBE firms with methodologies that improve efficiency and adaptability, positioning them for long-term success in Colorado's competitive market.

## 4. **Commitment to Sustained Leadership in Diversity and Economic Initiatives**

- **Ongoing Participation in Industry and Community Events:** Apex's leadership is actively engaged in diversity and inclusion initiatives at the local, regional, and national levels. This involvement includes participation in MWBE-focused industry events, networking forums, and community outreach programs that bolster Colorado's economy and support equity.
- **Advocacy Beyond the Project:** Beyond direct project involvement, Apex's executives are dedicated to advancing MWBE inclusion by sharing best practices and collaborating with public and private partners in Colorado. This advocacy builds a more inclusive construction industry, amplifying MWBE firms' contributions to the regional economy.
- **Annual Diversity Impact Reporting for Economic Accountability and Growth:** To maintain accountability and measure the economic impact of Apex's initiatives, leadership will contribute to an **annual report** that highlights MWBE participation, mentorship impacts, and diversity milestones achieved on the project. This report emphasizes Apex's commitment to fostering a diverse and resilient economy within Colorado and DEN.

## **Key Points of Contact**





To ensure smooth communication, accountability, and effective collaboration with MWBE partners, Apex Multifamily Builders has designated the following primary points of contact for specific areas of responsibility. All inquiries to the key contacts will be acknowledged within 48 hours, with follow-ups or resolutions provided within an agreed timeframe to ensure ongoing, responsive communication.

### **Leesa May – Oversight of Accounting, Procurement, and Dispute Resolution**

- **Role:** Leesa May oversees all accounting, procurement processes, and dispute resolution related to MWBE contracts and subcontracts, ensuring prompt payment, adherence to procurement policies, and effective resolution of any discrepancies. She manages the MWBE Coordinator, who serves as the primary contact for MWBE inquiries and support throughout the contracting process. If disputes cannot be resolved by the MWBE Coordinator, Leesa will escalate the issue and coordinate with the Division of Small Business Opportunity (DSBO) per the Denver Revised Municipal Code (DRMC) to ensure equitable support for MWBE partners.
- **Quarterly Procurement Reviews:** Leesa will conduct quarterly procurement reviews and feedback sessions with MWBE partners, alongside the MWBE Coordinator, to discuss recurring challenges, assess satisfaction levels, and gather suggestions for continuous improvement, ensuring that procurement processes are transparent and responsive.
- **Contact Information:**
  - Email: [lmay@apex-multifamily.com](mailto:lmay@apex-multifamily.com)
  - Phone: (737) 209-0077

### **Khristina Morrissey, CSM – MWBE Participation, Mentorship, Communication, & Feedback**

- **Role:** Khristina Morrissey, CSM leads Apex Multifamily Builders' commitment to MWBE participation through a structured mentorship program. She is responsible for MWBE support, communication, and feedback, with a focus on delivering monthly mentorship sessions and Agile project management training to enhance MWBE firms' project success. Khristina facilitates inclusive communication and quarterly feedback forums to gather partner input and foster a collaborative partnership.
- **Mentorship Program:** Khristina's mentorship includes virtual monthly sessions covering project management fundamentals, Agile practices, and business acumen. Her sessions guide MWBE firms in applying Agile methodologies for adaptability, efficiency, and successful project delivery.
- **Contact Information:**
  - Email: [kmorrissey@apex-multifamily.com](mailto:kmorrissey@apex-multifamily.com)
  - Phone: 720-289-1700

### **Felix Estrella – Onboarding, Performance Tracking, and Monthly Progress Updates**

- **Role:** Felix Estrella oversees the operational onboarding and performance tracking of MWBE partners. His focus is on ensuring that MWBE firms understand project goals, expectations, and procedures. Felix provides regular monthly progress updates, tracking

performance metrics to ensure firms are aligned with project timelines and deliverables. He works closely with the MWBE Coordinator to address any operational questions and provides ongoing support.

- **Monthly Progress Tracking:** Felix coordinates monthly check-ins to discuss progress, address any challenges, and identify areas for improvement, ensuring MWBE partners meet project milestones and align with operational goals.
- **Contact Information:**
  - Email: [festrella@apex-multifamily.com](mailto:festrella@apex-multifamily.com)
  - Phone: (347) 722-0442





## Apex Multifamily Builders MWBE Communication and Support Plan

Activity/Support Type	Frequency/Timeline	Communication Method	Details	Key Personnel
<b>Initial Onboarding Meeting</b>	Within 2 weeks of contract signing	In-Person or Video Conference	A detailed introduction to the project, Apex’s MWBE commitment, and initial requirements.	<b>Felix Estrella</b>
<b>Monthly Progress Updates</b>	Monthly	Email, Video Conference	Progress reports on MWBE participation, project status, and any upcoming opportunities or concerns.	<b>Felix Estrella</b>
<b>Quarterly Strategy Review</b>	Quarterly	In-Person or Video Conference	A review of performance, feedback, opportunities for growth, and addressing any challenges.	<b>Felix Estrella</b>
<b>MWBE Support and Mentorship</b>	Quarterly or as needed	Email, In-Person or Video Conference	Personalized guidance on navigating project requirements, financial processes, and business development.	<b>Khristina Morrissey</b>
<b>Bi-Annual DEI Training</b>	Bi-Annually (Every 6 months)	Email (links to online platforms)	Links to training modules on diversity, equity, and inclusion, accessible through trusted websites.	<b>Khristina Morrissey</b>
<b>Coaching and Development</b>	As requested	Email, Video Conference	Personalized coaching on project-specific tasks and resources for business	<b>Khristina Morrissey</b>



Activity/Support Type	Frequency/Timeline	Communication Method	Details	Key Personnel
			improvement and compliance.	
<b>Debriefing for Non-Selected Firms</b>	Within 30 days after the decision	Email or In-Person	Feedback on why the firm was not selected, areas for improvement, and future opportunities.	<b>Felix Estrella</b>
<b>Website Resources for Training</b>	Ongoing	Email (links to external sites)	Directed access to industry-relevant training modules and business development resources.	<b>Khristina Morrissey</b>
<b>Annual MWBE Performance Evaluation</b>	Annually (Once a year)	In-Person or Video Conference	A comprehensive review of MWBE participation, growth, and alignment with Apex's DEI goals.	<b>Khristina Morrissey</b>

**B2G Reporting and Procurement Support**

Activity/Support Type	Frequency/Timeline	Communication Method	Details	Key Personnel
<b>Technical Assistance (B2G, Reporting)</b>	Ongoing Support	Email, Phone Call	Assistance on B2G reporting and prompt payment processes.	<b>Leesa May, Accounting, Procurement, and B2G Reporting</b>
<b>Dispute Resolution</b>	As Needed	Email, Phone Call	Coordination for any disputes related to procurement, payment, or project discrepancies.	<b>Leesa May Dispute Resolution</b>



## Apex Multifamily Builders Organizational DEI Initiatives

This section of the MWBE EDI Plan outlines Apex’s company-wide diversity, equity, and inclusion (DEI) initiatives, designed to cultivate an inclusive work culture, improve organizational diversity, and support MWBE participation across all projects.

### 1. Assessment and Analysis

- **Conduct a Diversity Audit:**
  - **Employee Surveys:** Develop and distribute surveys to gather data on employee demographics, experiences, and perceptions of workplace culture.
  - **Analyze Workforce Data:** Assess diversity within different levels and departments, including gender, race, age, disability status, and other relevant metrics.
  - **Identify Gaps:** Identify underrepresented areas and opportunities for improvement.
- **Set Clear Objectives:**
  - **Define Diversity Goals:** Establish SMART goals for Apex, such as increasing the percentage of women in management roles by 15% over three years.
  - **Align with Business Strategy:** Ensure diversity objectives are integrated into Apex Multifamily Builders' overall business strategy and mission.

### 2. Leadership and Accountability

- **Leadership Commitment:**
  - **Executive Sponsorship:** Ensure top executives publicly commit to and champion diversity initiatives across the organization.
  - **Diversity Council:** Form a diversity council comprising leaders from various departments to oversee DEI efforts and report directly to the executive team.
- **Assign Responsibilities:**
  - **Chief Diversity Officer:** Appoint a Chief Diversity Officer or dedicated DEI team to lead company-wide DEI initiatives. – RFP # 202473057 is Khristina Morrissey, CSM
  - **Performance Metrics:** Incorporate diversity goals into the performance evaluations of leaders and managers. – RFP#202473057 is Felix Estrella (interim)
  - **MWBE Coordinator:** Assign an MWBE Coordinator with independent access to the project manager and/or chief operating officer. The coordinator will manage subcontractor relationships, B2G reporting, technical assistance, and all communications with MWBE firms and the DSBO. RFP # 202473057 is Leesa May (interim)

### 3. Policy and Culture Development

- **Inclusive Policies:**
  - **Review Existing Policies:** Conduct a comprehensive review of current policies to ensure they support DEI goals.
  - **Develop New Policies:** Introduce policies on anti-discrimination, harassment prevention, flexible work arrangements, and support for underrepresented groups.



- **Promote an Inclusive Culture:**
  - **Training Programs:** Implement mandatory DEI training for all employees, covering unconscious bias, cultural competency, and inclusive practices.
  - **Employee Resource Groups (ERGs):** Support ERG formation to provide networks and development opportunities for diverse employees.

#### 4. Recruitment and Retention

- **Diverse Hiring Practices:**
  - **Inclusive Job Descriptions:** Write job descriptions that attract a diverse range of candidates.
  - **Diverse Recruitment Channels:** Use channels such as partnerships with diverse professional organizations and educational institutions to broaden the talent pool.
  - **Bias-Free Recruitment:** Implement blind recruitment techniques and use diverse interview panels to minimize bias.
- **Retention Strategies:**
  - **Mentorship Programs:** Establish company-wide mentorship programs to support career development for underrepresented groups.
  - **Career Advancement:** Ensure equal opportunities for promotions and professional development for underrepresented employees.

#### 5. Communication and Engagement

- **Internal Communication:**
  - **Transparent Reporting:** Regularly update employees on the organization's progress toward DEI goals.
  - **Celebrate Diversity:** Recognize cultural, religious, and other diversity-related events to foster inclusivity.
- **External Communication:**
  - **Public Commitment:** Showcase Apex's commitment to diversity on the company website, social media, and other public platforms.
  - **Community Engagement:** Partner with diverse community organizations and participate in public diversity initiatives.

#### 6. Monitoring and Evaluation

- **Regular Reviews:**
  - **Track Progress:** Use KPIs to monitor DEI initiatives, such as diversity of new hires and promotion rates.
  - **Feedback Mechanisms:** Establish channels for employee feedback on DEI efforts, such as suggestion boxes and town hall meetings.
- **Continuous Improvement:**
  - **Adjust Strategies:** Regularly update DEI strategies based on feedback and performance data.
  - **Stay Informed:** Keep up with best practices and emerging trends in workplace diversity.

#### 7. Sustainability and Integration



- **Embed DEI in Business Processes:**
  - **Integrate into Daily Operations:** Ensure diversity and inclusion are embedded in all business processes and decision-making.
  - **Long-Term Commitment:** Foster a lasting commitment to DEI that extends beyond initial implementation.
- **Recognize and Reward:**
  - **Acknowledge Efforts:** Recognize employees and leaders who contribute significantly to DEI initiatives.
  - **Share Success Stories:** Highlight success stories to inspire and motivate the organization.


**8. Procurement and Dispute Resolution**

- **MWBE Participation Commitment:** Apex Multifamily Builders commits to achieving DSBO participation goals and ensures MWBE inclusion in procurement opportunities.
- **Dispute Resolution:** Apex will address MWBE contractor disputes through internal mediation and documented meetings. Unresolved issues will be escalated to the DSBO per the Denver Revised Municipal Code (DRMC), covering prompt pay, termination, reduction, or substitution matters.

**Conclusion** Implementing a comprehensive MWBE EDI plan requires continuous commitment, resources, and a willingness to adapt. By following these steps, Apex Multifamily Builders can create a more inclusive, equitable, and diverse workplace that not only attracts top talent but also fosters innovation and growth.

**This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, *Apex Multifamily Builders, LLC*. shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by *Apex Multifamily Builders*, and approved by DSBO, beginning in November of 2025 or at the request of DSBO.**

**Apex Multifamily Builders, LLC**

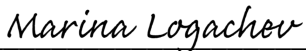
  
\_\_\_\_\_

**Greg Welch**

Managing Partner

Date: 11-1-2024

**Division of Small Business Opportunity**

  
\_\_\_\_\_

**Marina Logachev**

Compliance Manager (delegated authority by DSBO Director)

Date: 11/08/2024

## Exhibit F

Task Order: LOCATION

Contract No.:

### DESCRIPTION OF REQUEST/PROJECT

This Task Order authorizes \_\_\_\_\_ (“Contractor” or “Company Name”) to perform the work described herein, pursuant to the On-Call Agreement for Professional Services between the City and County of Denver acting on behalf of its Department of Aviation (the “City”) and Contractor, dated CONTRACT DATE, and designated as Contract No. \_\_\_\_\_ (the “Agreement”). Any capitalized terms used in this Task Order but not defined herein shall have the meaning as defined in the Agreement. In accordance with the Agreement, this Task Order shall be incorporated in the Agreement upon its execution and issuance by the City.

Contractor shall pursue the work described in the scopes of work, attached hereto as Attachment 1 and incorporated herein (“Scope”), from the date of this Task Order through the date on which the City accepts the final reports delivered by Contractor pursuant to this Task Order, or the date on which the City directs Contractor to stop work. The work authorized by this Task Order includes conducting the necessary studies and observations to prepare and deliver the following due diligence reports with respect to the property and building located at LOCATION, Denver (“Property”), as further specified in the Scopes:

#### · TASKS TO BE PERFORMED

No additional Key Personnel beyond those identified in the Agreement are required for the work under this Task Order. Contractor shall comply with all provisions of the Agreement applicable to its engagement of subcontractors.

In accordance with the Agreement, the City will pay Contractor for its work under this Task Order on a per-deliverable basis, with the amount of payment for each deliverable listed in the “Pricing” column below. Payment will be authorized only after the City’s acceptance of each deliverable, as evidenced by written communication from the SVP. Upon receipt of each such acceptance, Contractor shall invoice the City for payment of the relevant amount in accordance with the Agreement.

Deliverables Pricing Deadline

Task #1-Due Date and Amount



Task #2-Due Date and Amount

Total Authorized by this Task Order \$AMOUNT

Authorized and Issued by the City:

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NAME Date:

Senior Vice President, DEN Maintenance