

## **CONTRACT FOR ON-CALL CONSTRUCTION**

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

### **WITNESSETH**

**WHEREAS**, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of work described in task orders issued under Contract No. 201952443, On-Call Electrical Contractor at Denver International Airport (“DEN”); and

**WHEREAS**, proposals in response to said advertisement have been received by the Chief Executive Officer of DEN (the “CEO”), who has recommended that a contract for the work be made and entered into with Contractor, which was the lowest, responsive, qualified proposer; and

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

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

### **ARTICLE I. CONTRACT DOCUMENTS**

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

- Contract
- Request for Proposals
- Task Order(s)
- Building Information Modeling (“BIM”) if applicable
- Change Directives
- Change Orders
- Appendix 1    Federal Appendices
- Exhibit A    Scope of Work
- Exhibit B    Equal Employment Opportunity Provisions
- Exhibit C    Insurance Requirements
- Exhibit D    Prevailing Wage Schedules

- Exhibit E Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit E)
- Exhibit F Payment and Performance Bond
- Exhibit G Request for Proposal and Contractor’s Response to Request for Proposal and Forms
- Exhibit H Schedule of Rates and Markups and Core Staff Labor Rates

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

1. Appendix 1 Federal Appendices
2. Task Orders
3. Contract
4. Exhibit A Scope of Work
5. Exhibit G Request for Proposal and Contractor’s Response to Request for Proposal and Forms
6. Change Directives
7. Change Orders
8. Exhibit B Equal Employment Opportunity Provisions
9. Exhibit E Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit E)
10. Exhibit C Insurance Requirements
11. Exhibit D Prevailing Wage Schedules
12. Exhibit H Schedule of Rates and Markups and Core Staff Labor Rates
13. Exhibit F Payment and Performance Bond
14. Building Information Modeling (“**BIM**”) if applicable

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

## **ARTICLE II. SCOPE OF WORK**

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

## **ARTICLE III. TERM OF CONTRACT**

**A.** The Term of this Agreement shall commence on the Effective Date and shall expire 3 years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Senior Vice President of Aviation – Airport Infrastructure Management (the “**SVP-AIM**”) and agrees to fully

complete the Work in its entirety within the time frame established for each Task Order. This period of performance for each Task Order is also referred to as “**Contract Time.**” The Contractor is not authorized to commence work prior to its receipt of each Task Order.

**B.** If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

#### **ARTICLE IV. TERMS OF PAYMENT**

**A.** The City agrees to pay Contractor for the performance and completion of all of the Work as required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount of **Five Million Dollars and No Cents (\$5,000,000.00)** (the “**Maximum Contract Amount**”). The contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

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

**C. Rates and Markups.** The Schedule of Rates and Markups and the initial Core Staff Labor Rates including any multiplier (redacted) are set forth in **Exhibit H.** Proposal Exhibits K and L, containing confidential information including Contractor’s multiplier and calculation are incorporated by reference and are held in the office of Airport Infrastructure Management.

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

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

#### **ARTICLE VI. DISPUTES**

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

## **ARTICLE VII. DEFENSE AND INDEMNIFICATION**

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

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

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

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

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

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

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

## **ARTICLE IX. LIQUIDATED DAMAGES**

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

Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

## **ARTICLE X. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

## **ARTICLE XI. CONTRACT BINDING**

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

## **ARTICLE XII. SEVERABILITY**

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

## **ARTICLE XIII. ASSIGNMENT**

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

## **ARTICLE XIV. APPROPRIATIONS**

Payment will be in accordance with the provisions of the Contract Documents, including Title 9 of the General Conditions, and will be made solely and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Contract from the City and County of Denver Municipal Airport System Funds. The City has no obligation to make payments from any other fund or source or to make additional appropriations or allocations to such fund to satisfy such costs or other obligations.

## **ARTICLE XV. APPROVALS**

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

## **ARTICLE XVI. JOINT VENTURE**

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

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

In connection with the performance of work under this Contract, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

## **ARTICLE XVIII. COORDINATION OF SERVICES**

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

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

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

## **ARTICLE XX. PROMPT PAYMENT**

**A.** Contractor is subject to D.R.M.C. § 20-112, which requires the Contractor is to pay its subcontractors in a timely fashion. Contractor's payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of payment for the work from City. Any late payments are subject to a late payment penalty as provided for in the prompt payment ordinance (D.R.M.C. §§ 20-107 through 20-118).

**B.** In accordance with D.R.M.C. § 20-109(e) and General Condition 909.1(H), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their complete and responsive form within sixty (60) days of the completion of the Work shall be deemed untimely.

## **ARTICLE XXI. OWNERSHIP AND DELIVERABLES.**

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Contract on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Contract. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Contract, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Contract. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

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

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

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

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

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

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

or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

**C.** 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 Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

## **ARTICLE XXIV. PREVAILING WAGE REQUIREMENTS**

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

Date bid or proposal issuance was advertised: February 12, 2020

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

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

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

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

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

**F.** If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The Auditor may enforce the Prevailing Wage Ordinance in a manner provided by law,

including the Prevailing Wage Ordinance. The City also may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe rates.

## **ARTICLE XXV. MINIMUM WAGE REQUIREMENTS**

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

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

This Contract is subject to all applicable provisions of D.R.M.C. Chapter 28 ("M/WBE Ordinance"). In accordance with the requirements of the M/WBE Ordinance, Contractor is committed to, at a minimum, meet the participation goal of twenty-five percent (25%), established for this Project utilizing properly certified M/WBE subcontractors and suppliers. Without limiting the general applicability of the foregoing, Contractor acknowledges its continuing duty, pursuant to D.R.M.C. §§ 28-72, 28-73 and 28-75 and the M/WBE Program, to meet and maintain throughout the duration of this Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity ("DSBO"), in the imposition of sanctions against Contractor in accordance with D.R.M.C. § 28-77. Nothing contained in this Article or in the M/WBE Ordinance shall negate the City's right to prior approval of Subcontractors, or substitutes therefore, under this Contract.

## **ARTICLE XXVII. SENSITIVE SECURITY INFORMATION**

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

## **ARTICLE XXVIII. DEN SECURITY**

**A.** Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City,

then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

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

## **ARTICLE XXIX. FEDERAL RIGHTS**

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

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

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

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

pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

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

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

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

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

**[END OF PAGE]**

**Contract Control Number:** PLANE-201952443-00  
**Contractor Name:** INTERMOUNTAIN ELECTRIC, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

---

**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

---

**REGISTERED AND COUNTERSIGNED:**

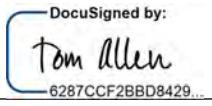
By:

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By:

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**Contract Control Number:** PLANE-201952443-00  
**Contractor Name:** INTERMOUNTAIN ELECTRIC, INC.

By:   
Tom Allen  
6287CCF2BBD8429...

Name: Tom Allen  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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

## **Appendix No. 1**

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

## **APPENDIX 1-A**

### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

### **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

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

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

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

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

will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

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

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

## **APPENDIX 1-C**

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

As used below, the term "sponsor" will mean City.

Contractor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

## **APPENDIX 1-D**

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

As used below, the term "sponsor" will mean City.

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

## **APPENDIX 1-E**

### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES**

The term "sponsor" will mean City.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **APPENDIX 1-F**

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

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

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

## **APPENDIX 1-G**

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

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



# EXHIBIT A

## SCOPE OF WORK

### ON CALL ELECTRICAL CONSTRUCTION

2019

Intermountain Electric, Inc.  
Contract No. 201952443

DENVER INTERNATIONAL AIRPORT



## SCOPE OF WORK ON CALL ELECTRICAL CONSTRUCTION

# EXHIBIT A

## SCOPE OF WORK

### 1 - INTRODUCTION

**1.1 THE FACILITY DESCRIPTION:** The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, eight modules of structured parking with integral vehicle curbsides, three airside concourses, and ancillary support facilities including the central utility plant and the automated guideway transit system (AGTS). Other facilities on Denver International Airport property include the airfield, three airfield lighting vaults, the maintenance center, parking facilities, aircraft rescue and firefighting (ARFF) response and training facilities, and other ancillary facilities.

**1.2 GENERAL SCOPE:** The Airport maintains on-call electrical construction services contracts to provide electrical construction services for projects and tasks on airport property. These services may include, but are not necessarily limited to furnishing and installation of the following:

1. Power Devices, Equipment and circuiting
2. Lighting
3. Low-Voltage and special systems
4. Life Safety
5. Medium Voltage
6. Other disciplines (only when ancillary to electrical work)

Should a task scope of work require a construction discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific task scope of work. The Contractor shall identify a specialty subcontractor for the required discipline and shall submit the subcontractor's qualifications for the City's approval prior to contracting for services with that subcontractor.

**1.2.1** The term "Task" and "Project" when it is used in this Agreement means all of the work associated with the proposal preparation, review of and incorporation of requirements, observation, site visits, documentation, and subsequent reports and deliverables for any and all electrical construction services as requested by the Senior Vice President of Airport Infrastructure Management or their designated representative.

### 2 - CONTRACTOR'S SPECIFIC SCOPE OF WORK:

**2.1 CONSTRUCTION SERVICES:** The Contractor, as deemed necessary by the Senior Vice President of Airport Infrastructure Management or their designated representative, will be required to provide electrical construction services for specific task scopes of work. The Contractor must be a licensed Electrical Contractor in the state of Colorado.



## SCOPE OF WORK ON CALL ELECTRICAL CONSTRUCTION

**2.1.1 Electrical Work:** Specific task scopes of work, which will be issued with a Task Notice for Proposal and which include but are not limited to the following:

1. Power Devices, Equipment and circuiting
  - a. Electrical branch circuit panels, transformers, disconnect switches
  - b. Feeder and branch circuit conduit, wiring and connections
  - c. Electrical duct banks
  - d. Metering Equipment
  - e. Standby generators
  - f. Motors and motor controllers
  - g. Aircraft ground servicing equipment and loading bridges
  - h. Grounding
  - i. Lightning Protection
2. Lighting
  - a. Light fixtures, accessories and parts
  - b. Light poles, masts and supports
  - c. Lighting control devices
  - d. Lighting control panels
  - e. Lighting control wiring
  - f. Lighting control programming
3. Low-Voltage and special systems
  - a. Data devices and cabling
  - b. UPS systems
  - c. Photovoltaics
  - d. Emergency Fuel Shutoff (EFSO)
  - e. Baggage Handling Systems
  - f. Security and Access Control
  - g. HVAC Controls and building automation systems
4. Life Safety
  - a. Fire alarm devices, panels, wiring
  - b. Emergency Communications System speakers, wiring, equipment
5. Medium Voltage
  - a. Motors and controllers
  - b. Switchgear
6. Other disciplines (ancillary to electrical work)
  - a. Concrete equipment bases and foundations
  - b. Trenching, backfill, and associated pavement work
  - c. Signage and striping/painting
  - d. Bollards, guard rails and curbing
  - e. Traffic and pedestrian control
  - f. Structural elements (such as trapeze hangers, strut bracing, anchors, etc) for support of electrical infrastructure and equipment

**2.2 ADMINISTRATION:** Contractor will be responsible for coordinating and conducting all necessary administrative work to successfully complete the task scope of work. Administrative work includes, but is not limited to, the following:

1. Scheduling
  - a. Contractor shall, upon award of task order, produce and maintain a project schedule using Primavera P6 operating system. Schedule shall include all activities and milestones. Contractor shall submit a preliminary construction schedule, construction schedule, monthly updates, and an as-built construction schedule for all task orders.
  - b. Contractor shall maintain an updated 3-week look-ahead schedule throughout the task duration for all task orders.



## SCOPE OF WORK ON CALL ELECTRICAL CONSTRUCTION

### 2. Progress Reporting and Payments

- a. Contractor shall provide a schedule of values for all work.
- b. Contractor shall utilize Textura Construction Payment Management platform for all pay applications.

### 3. Submittals

- a. Submittals shall be documented using the Oracle Unifier PMIS software platform.

### 4. Requests For Information (RFIs)

- a. RFIs shall be documented using the Oracle Unifier PMIS software platform.

## 2.3 SPECIFIC TASK SCOPE OF WORK

**2.3.1** The Senior Vice President of Airport Infrastructure Management or the designated representative will issue, to the Contractor, a Task Notice for Proposal for a specific task. The Contractor shall prepare and submit a proposal and its task construction schedule within 14 days of receipt of the signed Task Notice for Proposal for On-Call Services (TNP). See **Appendix A**.

**2.3.2** The Contractor's task order cost proposal shall be by task, broken down by subcontractors, general expenses (materials, equipment and labor), markups, staffing, bond and insurance. The task order cost proposal must provide a breakdown for each subcontractor and be accompanied by backup for quantities, labor, material and equipment per activity for each subcontractor. The task order cost proposal shall be submitted using the Task Order Cost Proposal Spreadsheet, **Appendix C** accompanied by the Contractor's written understanding of the requested task. Also include scope activity descriptions for each subcontractor utilized on that task.

## 2.4 - TASK ORDER

**2.4.1** For each task scope of work issued, the City will review the proposal and task construction schedule. The Contractor shall not begin work on any task scope of work without having receiving a fully executed On-Call Task Order. In the event of approval of the Contractor's pricing and schedule, the Contractor shall perform such work within the time agreed and for the compensation that is approved by the Senior Vice President of Airport Infrastructure Management.

**2.5 DILIGENCE:** The Contractor shall perform the construction services defined by the individual task scope of work in a timely manner and as directed by the Senior Vice President of Airport Infrastructure Management or the designated representatives.

**2.6 COOPERATION:** The Contractor shall fully cooperate and coordinate with other contractors performing work at DEN. Particularly those contractors whose work connects or interfaces with the Contractor's task scope of work. The Contractor's proposal for each task shall include coordination with contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a proposal.

**2.7 PERSONNEL:** The contractor shall maintain a staff of competent electricians and administrative personnel sufficient to complete the specialized work of this contract.

**2.8 EXPERIENCE:** The contractor shall demonstrate their level of experience in the specialized work of this contract.

## 3 - MISCELLANEOUS REQUIREMENTS:

### 3.1 TASK NOTICE TO PROCEED



## SCOPE OF WORK ON CALL ELECTRICAL CONSTRUCTION

**3.1.1 Notification:** The City shall provide written notification to the Contractor to proceed with a task scope of work. This written notification shall come in the form of a signed On-Call Task Order. See **Appendix B**. The Contractor shall not be authorized to proceed with the work described in **Exhibit A** or a task proposal and the City shall not be obligated to fund any work performed by the Contractor, until the City has provided written notification to the Contractor that the work is to be performed.

### 3.2 AIRPORT SECURITY REQUIREMENTS

**3.2.1 Airport Badges:** The Contractor shall obtain Airport ID badges for personnel who work in the Restricted Area. Contractor shall be responsible for the cost of obtaining badges for personnel. Airport ID badges may be obtained from Access Services by filling out an Access Services application and obtaining prior approval from AIM Division. One Airport ID badged person may escort a maximum of six un-badged persons and must maintain supervision of those persons at all times while in Restricted Areas.

### 3.3 MISCELLANEOUS PROJECT COST

**3.4.1 Travel Cost and Time:** The Contractor's proposal for each task shall include all travel, per diem and other costs that the Contractor normally attributes to project development of similar scope and complexity.

**END OF EXHIBIT A**

**EXHIBIT B**

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

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

APPROVED FOR LEGALITY:

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

APPROVED AND ADOPTED:

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

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

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

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

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

**RULE I**  
**DEFINITIONS**

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

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

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

**RULE III**  
**HEARING**

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

**REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

**1. APPENDIX E:**

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

**2. APPENDIX F:**

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

## APPENDIX A

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

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

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

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

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

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

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

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

**NOTICE**

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

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

EULOIS CLECKLEY  
Manager of Public Works  
City and County of Denver

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

Contractors shall be subject to the provisions and requirements of these bid conditions including the goals and timetables for minority<sup>1</sup> and female utilization, and specific affirmative action steps set forth by the Office of Contract Compliance. The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

**1. GOALS AND TIMETABLES:**

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

<b>GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE</b>
From January 1, 1982 to      21.7% - 23.5% Until Further Notice	From January 1, 1982 to      6.9% Until Further Notice

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

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

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

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

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

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

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

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

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

### **3. NON-DISCRIMINATION:**

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

### **4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

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

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

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

B. **Obligations Applicable to Contractors:**

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

C. **General Requirements**

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

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

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

**1. General Information**

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

**1.2 ROCIP Manuals**

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Safety Manual](#)

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

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

**2.1 Certificate Holder**

Certificate(s) shall be issued to:

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

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

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

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

**2.3 Coverage and Limits**

**2.3.1 Commercial General Liability**

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

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

### 2.3.2 Business Automobile Liability

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

- 2.3.2.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.
- 2.3.2.3 The policy must not contain an exclusion related to operations on airport premises.
- 2.3.2.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- 2.3.2.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- 2.3.2.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

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

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

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

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

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

### 2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

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

#### 2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

single limit each occurrence for bodily injury and property damage.

### 2.3.8 Excess/Umbrella Liability

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

## 2.4 Reference to Project and/or Contract

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

## 2.5 Additional Insured

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

## 2.6 Waiver of Subrogation

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

## 2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

## 2.8 Additional Provisions

- 2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 2.8.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.

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

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

#### **3.1 Insurance Provided by the DEN ROCIP**

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

#### **3.2 Enrollment Required**

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Excluded Parties (as defined in Section 7). Participation is mandatory but not

automatic. Parties eligible for enrollment shall follow the procedures and follow the instructions as provided in the DEN ROCIP Insurance Manual to enroll in the program. When the Contractor and subcontractors of any tier are properly enrolled, the DEN ROCIP Administrator will issue a Certificate of Insurance evidencing the coverages afforded to each Enrolled Party under the DEN ROCIP, prior to their commencing Work on the Project Site.

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

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

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

### 3.4 Insurance Premiums

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

### 3.5 Off Site Operations Coverage Under ROCIP

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

### 3.6 DEN ROCIP Insurance Manual

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

### 3.7 Conflicts

Descriptions of the DEN ROCIP coverages set forth in Section 3.8 are not intended to be

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

### 3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

#### 3.8.1 Insurance Provided by DEN

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

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

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

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

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

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

##### 3.8.1.3 Excess Liability Insurance

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

Coverage	Limit

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

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

#### 3.8.1.4 Contractor's Pollution Liability

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

#### 3.8.1.5 Builder's Risk Insurance

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

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

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

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

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

### 3.8.2 Claim Chargebacks

#### 3.8.2.1 Commercial General Liability Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the DEN ROCIP Commercial General Liability Policy. The Enrolled Party primarily responsible for causing any bodily injury or property damage liability loss shall be responsible for payment of the charge-back. The determination of responsibility will be solely determined by DEN. The charge-back will be calculated as follows:

Maximum Chargeback	Equal to the deductible under the Enrolled Party's Commercial General Liability Policy (non-ROCIP) up to a maximum of \$25,000 each claim.
Minimum Chargeback	Equal to the actual loss or \$5,000, whichever is less.

#### 3.8.2.2 Contractor's Pollution Liability Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the Contractor's Pollution Liability Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the ROCIP insurer for losses attributable to the Contractor's work, acts or omissions, or the Work, or acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

#### 3.8.2.3 Builder's Risk Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the Builder's Risk Insurance Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the insurer for losses attributable to the Contractor's work, acts or omissions, or the Work, or acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

### 3.9 Other Insurance Provided By Enrolled Parties

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

### 3.9.1 Certificate Holder

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

and

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

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

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

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

### 3.9.3 Commercial General Liability – Off Site Only

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

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

### 3.9.4 Business Automobile Liability

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

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

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

- 3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.
  - 3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.
  - 3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
  - 3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.
- 3.9.5 Workers' Compensation and Employer's Liability Insurance – Off Site Only
- Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract.
- Contractor shall maintain the coverage as required by statute for performance of Work outside the Project Site under the Contract and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.
- 3.9.5.1 If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.
- 3.9.6 Professional Liability (Errors and Omissions) Insurance [REMOVE IF NOT PERTINENT PER SOW.]
- Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in [Exhibit A].
- 3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber): [REMOVE IF NOT PERTINENT PER SOW.]
- Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.
- 3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill for those positions defined in [Exhibit A] of this Agreement.
  - 3.9.7.2 Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

### 3.9.8 Excess/Umbrella Liability:

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

### 3.9.9 Reference to Project and/or Contract

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

### 3.9.10 Additional Insured

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

### 3.9.11 Waiver of Subrogation

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

### 3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

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

### 3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs.

- insured exclusion) is included.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
  - 3.9.13.5 Coverage limits purchased by Contractor greater than the minimum amounts required under this Agreement must be referenced on any provided certificate of insurance.
  - 3.9.13.6 All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
  - 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
  - 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
  - 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A-VIII or better.
  - 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
  - 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
  - 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

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

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

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

the Work.

#### 4.2 Contractor Responsible to Review Coverage

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

#### 4.3 Audit

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

#### 4.4 Insurance Costs Removed

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

### 5. Contractor Obligations

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

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

#### 5.2 Timely Enrollment Required

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

#### 5.3 Compliance with Conditions

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

#### 5.4 Claims Cooperation

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

#### 5.5 Monthly Payroll Submission

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

#### 5.6 Response to Information Requests

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

#### 5.7 Responsibility for Safety

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

#### 5.8 Duty of Care

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

### 6. Notices and Costs

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

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

#### 6.2 Contractors Responsible for Own Equipment

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

#### 6.3 No Release; No Waiver of Immunity

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

#### 6.4 DEN Right to Withhold Payments

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

#### 6.5 DEN Remedies

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

until there is full compliance, or (2) terminate this Contract for cause.

#### 6.6 Off Site Storage

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

#### 6.7 Partial Occupancy

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

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

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

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

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

### 7. Definitions

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

Contractor insurance cost	The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.
Rolling Owner Controlled Insurance Program (ROCIP):	A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
Eligible Employees:	Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.
Enrolled Parties:	The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
Excluded Parties:	Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:  <ul style="list-style-type: none"><li>(1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s) with no direct onsite installation responsibility;</li><li>(2) Hazardous materials remediation, removal, or transportation companies and their consultants;</li><li>(3) Any architect, engineer or surveyor and their consultants except when approved by DEN and its insurer(s);</li><li>(4) Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site;</li><li>(5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;</li><li>(6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason; however, employees making deliveries to the Project Site for the purposes of off-loading material may be eligible for coverage under the DEN ROCIP.</li><li>(7) Persons or entities who are not Enrolled Parties or included as insureds within the policies;</li></ul>

- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or
- (9) Any other person or entity specifically excluded by DEN, in its sole discretion, from participation as Enrolled Parties.
- 10) Any other person or entity specifically excluded by DEN, in its sole discretion, from participation as Enrolled Parties.

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

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

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

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

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

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

Off Site Work Work performed away from the Project Site.

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

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

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

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

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

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

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

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

## EXHIBIT D



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

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

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

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

Attachments as listed above.

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

M/B/R Electric, Inc.  
Contract No. 202055872

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

"General Decision Number: CO20200020 01/24/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

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

ASBE0028-002 07/01/2019

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation) .....	\$ 32.98	14.73
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CARP0055-002 11/01/2019		
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Rates	Fringes
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CARPENTER (Drywall Hanging Only) .....	\$ 29.95	10.99
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CARP1607-001 06/01/2019

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

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ELEC0068-012 06/01/2019

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

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\* ELEV0025-001 01/01/2020

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

## FOOTNOTE:

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

ENGI0009-017 05/01/2018

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

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\* IRON0024-009 11/01/2019

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

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\* IRON0024-010 11/01/2019

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

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PAIN0079-006 08/01/2017

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

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PAIN0079-007 08/01/2017

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

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PAIN0419-001 07/01/2016

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

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PAIN0930-002 07/01/2019

Rates	Fringes
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GLAZIER..... \$ 31.92                    10.49

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PLUM0003-009 06/01/2018

Rates	Fringes
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PLUMBER (Excludes HVAC Duct,  
Pipe and Unit Installation) ..... \$ 35.48                    15.94

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PLUM0208-008 06/01/2018

Rates	Fringes
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PIPEFITTER (Includes HVAC  
Pipe and Unit Installation;  
Excludes HVAC Duct  
Installation) ..... \$ 37.55                    14.95

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SFCO0669-002 04/01/2017

Rates	Fringes
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SPRINKLER FITTER (Fire  
Sprinklers) ..... \$ 36.73                    20.47

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\* SHEE0009-004 07/01/2019

Rates	Fringes
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SHEET METAL WORKER (Includes  
HVAC Duct Installation;  
Excludes HVAC Pipe and Unit  
Installation) ..... \$ 34.62                    17.95

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SUCO2013-006 07/31/2015

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

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

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

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

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



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** January 06, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, January 03, 2020** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200009  
Superseded General Decision No. CO20190009  
Modification No. 0  
Publication Date: 01/03/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

"General Decision Number: CO20200009 01/03/2020

Superseded General Decision Number: CO20190009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

#### HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

\* CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....\$ 26.50		10.32
ELEC0068-016 03/01/2011		

Rates	Fringes
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## TRAFFIC SIGNALIZATION:

## Traffic Signal Installation

Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

## TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

Colorado Springs - Nevada & Bijou  
 Denver - Ellsworth Avenue & Broadway  
 Ft. Collins - Prospect & College  
 Grand Junction - 12th & North Avenue  
 Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ENGI0009-008 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 28.25	10.70
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 28.25	10.70
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 28.25	10.70
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 28.40	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(5)-Motor Grader (blade- finish) Douglas County.....	\$ 28.57	10.70
(6)-Crane (91-140 tons) .....	\$ 29.55	10.70

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SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work) ....	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation) .....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection) .....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT		
STRIPPING: Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation) .....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation) .....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held) ....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger) ...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones,		

Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers) .....	\$ 12.43	3.22
PINTER (Spray Only) .....	\$ 16.99	2.87
<b>POWER EQUIPMENT OPERATOR:</b>		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

## TRAFFIC SIGNALIZATION:

## Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

## TRUCK DRIVER

## Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

## Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

## Lowboy Truck.....

\$ 17.25	5.27
----------	------

## Mechanic.....

\$ 26.48	3.50
----------	------

Multi-Purpose Specialty &  
Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

## Pickup and Pilot Car

Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

## Semi/Trailer Truck.....

\$ 18.39	4.13
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## Truck Mounted Attenuator....

\$ 12.43	3.22
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## Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Office of Human Resources**  
**Supplemental Rtes**  
**(Specific to the Denver Projects)**  
**Revised 08/21/2019)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Guard Rail Installer		\$13.00	\$3.20
Highway Parking Lot Striping: Painter		\$13.00	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$13.00	\$3.16
Laborer: Traffic Control (Flagger)		\$13.00	\$3.05
Laborer: Stationary Flags( excludes Flaggers)		\$13.00	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$13.00	\$3.22

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

**EXHIBIT E**

# **City and County of Denver**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF AVIATION  
DEPARTMENT OF PUBLIC WORKS**

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

**2011 Edition**

**Statement**

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## PERFORMANCE AND PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Intermountain Electric, Inc., a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and Federal Insurance Company, a corporation organized under the laws of the State of IN / MA, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of 201952443, On-Call Electrical Contractor, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other contract documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

**IN ADDITION**, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the

same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

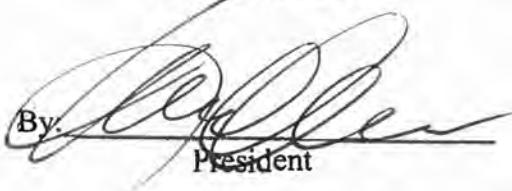
**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby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

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of  
this 16th. day of September, 2020.

Intermountain Electric, Inc.

CONTRACTOR

By:   
President

Federal Insurance Company

SURETY

By:   
Attorney-in-Fact  
Cheryl M. Husted

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

CITY AND COUNTY OF DENVER

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

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

By: \_\_\_\_\_  
Chief Executive Officer  
Denver International Airport

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Assistant City Attorney

CHUBB®

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Cheryl M. Husted, Jessica J. Rini and J. R. Trojan of Denver, Colorado —

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 23<sup>rd</sup> day of February, 2017.

Dawn M. Chloros, Assistant Secretary



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 23<sup>rd</sup> day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2916886  
Commission Expires July 16, 2019

Stephen M. Haney, Vice President



Nority Public

## CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

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

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

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

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

- (I) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- (II) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (III) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 16, 2020



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: [surety@chubb.com](mailto:surety@chubb.com)



## EXHIBIT G

# REQUEST FOR PROPOSALS

**ON-CALL ELECTRICAL CONTRACTOR**

**NO. 201952443**

**February 12, 2020**

Intermountain Electric, Inc.  
Contract No. 201952443

**DENVER INTERNATIONAL AIRPORT**

## **REQUEST FOR PROPOSALS (RFP)**

### Physical & Mailing Address

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

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

Request for Proposals # 201952443

**PROPOSALS MUST BE RECEIVED BY: March 13, 2020, 2:00 PM**  
UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

### Schedule of Activities:

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

Event	Date
RFP Advertisement	February 12, 2020
Pre-Proposal Conference	February 26, 2020, 10:00 AM
Last Date to Submit Written Questions	March 6, 2020, 2:00 PM
Proposal Due Date	March 13, 2020, 2:00 PM

### Pre-Proposal Conference

A Pre-Proposal Conference will be held at 10:00 AM Denver Time on February 26, 2020, in the City Conference Room, located on the 6<sup>th</sup> floor of the Jeppesen Terminal at Denver International Airport, 8500 Pena Boulevard, Denver, CO 80249. At this conference, DEN representatives will explain the opportunity and answer questions regarding this RFP, including any written questions submitted to DEN prior to the conference.

### RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by 2:00 PM LOCAL TIME on March 6, 2020, and shall be submitted to Tony Deconinck via email at [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com) in WORD format (*no PDFs please*) or in the body of an email. All questions and answers will be posted on the DEN Contract Procurement website (Procurement website) at <http://business.flydenver.com/bizops/rfp.asp> following the deadline for submittal of questions.

### Prequalification

Each Bidder must be pre-qualified in the category of 2E Electrical at the \$3,000,000.00 level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors.

Division of Small Business Opportunity

Professional design and construction services contracts made and entered into by the City and County of Denver are subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (D.R.M.C.) and all Minority Women Business Enterprise Utilization and Equal Employment Opportunity Rules and Regulations adopted by the Director of the Division of Small Business Opportunity (DSBO).

Article III, Divisions 1 and 3 of Chapter 28 of the D.R.M.C. directs the Director of the Division of Small Business Opportunity to establish a project goal for expenditures on professional design and construction services work contracted by the City and County of Denver. **The specific goal for this project is 25% Minority Business Enterprise Women Business Enterprise (MWBE).**

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62, D.R.M.C. For compliance with good faith effort requirements under Section 28-62 (b). The proposer must solicit the interest of 100% of the firms certified as MBEs and WBEs in the scopes of work of the contract.

The Director of the Division of Small Business Opportunity urges all participants in City professional design and construction services projects to assist in achieving these goals.

## **PROPOSAL SUBMITTAL REQUIREMENTS**

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

- Proposal Narrative:
  - Complete responses to the Content Narrative as outlined in Section IV
- Proposal Forms - all complete and signed
  - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
  - Proposal Data Form
  - Disclosure of Legal & Administrative Proceedings & Financial Conditions
  - Form W-9
  - Certificate of Good Standing
- DSBO Forms
  - Commitment to MWBE Participation
  - List of Proposed MWBE Bidders, Subcontractors, Suppliers or Brokers
  - Letter(s) of Intent
- Diversity Survey
  - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- Financial Forms (to be submitted on a separate flash drive from the proposal)
  - Schedule of Rates and Markups
  - Exhibit K
  - Exhibit L

### **Proposal Submittal Location**

Two electronic copies (one each on separate flash drives) of the proposal shall be prepared in accordance with the Instructions to Proposers as described in Section IV of this RFP. Proposals must be addressed and forwarded to the following location: Tony Deconinck, Contract Services, Airport Office Building (AOB), Room 8810, Denver International Airport, 8500 Peña Boulevard, Denver, Colorado 80249-6340. Other written correspondence regarding this RFP shall also be sent to this address

**REQUEST FOR PROPOSAL**

NO. 201952443

## ON-CALL ELECTRICAL CONTRACTOR

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

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

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

The City's values may be demonstrated through, but are not limited to:

- Workforce expansion;
- Utilization of minority, women-owned, and small business community separate from required certified goals; and
- Environmental sustainability.

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

### **Description**

This opportunity will provide on-call electrical construction services on an as-needed basis for Denver International Airport (DEN). The selected consultant(s) will provide facility and infrastructure projects throughout the main terminal, concourses, airfield, and surrounding areas. The types of projects could include, but are not limited to: medium voltage electrical work in the central utility plant, electric charging stations, emergency fuel shut-off system changes, gate expansion electrical system integration, electrical and data for office remodels, holdroom renovations to add power hubs, energy efficient lighting changes, tenant sub-metering projects, camera installations, small access control integration and power projects.

## **II. SCOPE OF WORK**

### **1 - INTRODUCTION**

**1.1 THE FACILITY DESCRIPTION:** The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, eight modules of structured parking with integral vehicle curbsides, three airside concourses, and ancillary support facilities including the central utility plant and the automated guideway transit system (AGTS). Other facilities on Denver International Airport property include the airfield, three airfield lighting vaults, the maintenance center, parking facilities, aircraft rescue and firefighting (ARFF) response and training facilities, and other ancillary facilities.

**1.2 GENERAL SCOPE:** The Airport maintains on-call electrical construction services contracts to provide electrical construction services for projects and tasks on airport property. These services may include, but are not necessarily limited to furnishing and installation of the following:

1. Power Devices, Equipment and circuiting
2. Lighting
3. Low-Voltage and special systems
4. Life Safety
5. Medium Voltage
6. Other disciplines (only when ancillary to electrical work)

Should a task scope of work require a construction discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific task scope of work. The Contractor shall identify a specialty subcontractor for the required discipline and shall submit the subcontractor's qualifications for the City's approval prior to contracting for services with that subcontractor.

**1.2.1** The term "Task" and "Project" when it is used in this Agreement means all of the work associated with the proposal preparation, review of and incorporation of requirements, observation, site visits, documentation, and subsequent reports and deliverables for any and all electrical construction services as requested by the Senior Vice President of Airport Infrastructure Management or their designated representative.

### **2 - CONTRACTOR'S SPECIFIC SCOPE OF WORK:**

**2.1 CONSTRUCTION SERVICES:** The Contractor, as deemed necessary by the Senior Vice President of Airport Infrastructure Management or their designated representative, will be required to provide electrical construction services for specific task scopes of work. The Contractor must be a licensed Electrical Contractor in the state of Colorado.

**2.1.1 Electrical Work:** Specific task scopes of work, which will be issued with a Task Notice for Proposal and which include but are not limited to the following:

1. Power Devices, Equipment and circuiting
  - a. Electrical branch circuit panels, transformers, disconnect switches
  - b. Feeder and branch circuit conduit, wiring and connections
  - c. Electrical duct banks
  - d. Metering Equipment
  - e. Standby generators
  - f. Motors and motor controllers
  - g. Aircraft ground servicing equipment and loading bridges
  - h. Grounding
  - i. Lightning Protection
2. Lighting
  - a. Light fixtures, accessories and parts
  - b. Light poles, masts and supports
  - c. Lighting control devices
  - d. Lighting control panels
  - e. Lighting control wiring
  - f. Lighting control programming
3. Low-Voltage and special systems
  - a. Data devices and cabling
  - b. UPS systems
  - c. Photovoltaics
  - d. Emergency Fuel Shutoff (EFSO)
  - e. Baggage Handling Systems
  - f. Security and Access Control
  - g. HVAC Controls and building automation systems
4. Life Safety
  - a. Fire alarm devices, panels, wiring
  - b. Emergency Communications System speakers, wiring, equipment
5. Medium Voltage
  - a. Motors and controllers
  - b. Switchgear
6. Other disciplines (ancillary to electrical work)
  - a. Concrete equipment bases and foundations
  - b. Trenching, backfill, and associated pavement work
  - c. Signage and striping/painting
  - d. Bollards, guard rails and curbing
  - e. Traffic and pedestrian control
  - f. Structural elements (such as trapeze hangers, strut bracing, anchors, etc) for support of electrical infrastructure and equipment

**2.2 ADMINISTRATION:** Contractor will be responsible for coordinating and conducting all necessary administrative work to successfully complete the task scope of work. Administrative work includes, but is not limited to, the following:

1. Scheduling

- a. Contractor shall, upon award of task order, produce and maintain a project schedule using Primavera P6 operating system. Schedule shall include all activities and milestones. Contractor

- shall submit a preliminary construction schedule, construction schedule, monthly updates, and an as-built construction schedule for all task orders.
- b. Contractor shall maintain an updated 3-week look-ahead schedule throughout the task duration for all task orders.
2. Progress Reporting and Payments
- a. Contractor shall provide a schedule of values for all work.
  - b. Contractor shall utilize Textura Construction Payment Management platform for all pay applications.
3. Submittals
- a. Submittals shall be documented using the Oracle Unifier PMIS software platform.
4. Requests For Information (RFIs)
- a. RFIs shall be documented using the Oracle Unifier PMIS software platform.

## 2.3 SPECIFIC TASK SCOPE OF WORK

**2.3.1** The Senior Vice President of Airport Infrastructure Management or the designated representative will issue, to the Contractor, a Task Notice for Proposal for a specific task. The Contractor shall prepare and submit a proposal and its task construction schedule within 14 days of receipt of the signed Task Notice for Proposal for On-Call Services (TNP). See **Appendix A**.

**2.3.2** The Contractor's task order cost proposal shall be by task, broken down by subcontractors, general expenses (materials, equipment and labor), markups, staffing, bond and insurance. The task order cost proposal must provide a breakdown for each subcontractor and be accompanied by backup for quantities, labor, material and equipment per activity for each subcontractor. The task order cost proposal shall be submitted using the Task Order Cost Proposal Spreadsheet, Appendix C accompanied by the Contractor's written understanding of the requested task. Also include scope activity descriptions for each subcontractor utilized on that task.

## 2.4 - TASK ORDER

**2.4.1** For each task scope of work issued, the City will review the proposal and task construction schedule. The Contractor shall not begin work on any task scope of work without having receiving a fully executed On-Call Task Order. In the event of approval of the Contractor's pricing and schedule, the Contractor shall perform such work within the time agreed and for the compensation that is approved by the Senior Vice President of Airport Infrastructure Management.

**2.5 DILIGENCE:** The Contractor shall perform the construction services defined by the individual task scope of work in a timely manner and as directed by the Senior Vice President of Airport Infrastructure Management or the designated representatives.

**2.6 COOPERATION:** The Contractor shall fully cooperate and coordinate with other contractors performing work at DEN. Particularly those contractors whose work connects or interfaces with the Contractor's task scope of work. The Contractor's proposal for each task shall include coordination with contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a proposal.

**2.7 PERSONNEL:** The contractor shall maintain a staff of competent electricians and administrative personnel sufficient to complete the specialized work of this contract.

**2.8 EXPERIENCE:** The contractor shall demonstrate their level of experience in the specialized work of this contract.

### **3 - MISCELLANEOUS REQUIREMENTS:**

#### **3.1 TASK NOTICE TO PROCEED**

**3.1.1 Notification:** The City shall provide written notification to the Contractor to proceed with a task scope of work. This written notification shall come in the form of a signed On-Call Task Order. See **Appendix B**. The Contractor shall not be authorized to proceed with the work described in **Exhibit A** or a task proposal and the City shall not be obligated to fund any work performed by the Contractor, until the City has provided written notification to the Contractor that the work is to be performed.

#### **3.2 AIRPORT SECURITY REQUIREMENTS**

**3.2.1 Airport Badges:** The Contractor shall obtain Airport ID badges for personnel who work in the Restricted Area. Contractor shall be responsible for the cost of obtaining badges for personnel. Airport ID badges may be obtained from Access Services by filling out an Access Services application and obtaining prior approval from AIM Division. One Airport ID badged person may escort a maximum of six un-badged persons and must maintain supervision of those persons at all times while in Restricted Areas.

#### **3.3 MISCELLANEOUS PROJECT COST**

**3.4.1 Travel Cost and Time:** The Contractor's proposal for each task shall include all travel, per diem and other costs that the Contractor normally attributes to project development of similar scope and complexity.

### **III. ADMINISTRATION INFORMATION**

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

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

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

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the Sample Contract and corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer on the Proposal Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 2, or an officer of the Proposer legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

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

During the solicitation process for this RFP, all communication between the Contract Services Department and Proposers will be via postings on DEN's website <http://business.flydenver.com/bizops/rfp.asp> (DEN Website). The Contract Services Department will post notices, which include, but are not limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, addenda, and the announcement of the apparent successful proposer. It is incumbent upon Proposers to carefully and regularly monitor the website for any such postings.

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

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

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

DEN reserves the right to revise the RFP documents at any time up to the time set for submission of the proposals. Any such revision(s) shall be described in an addendum to the RFP and shall be posted on the DEN Website at the following link: <http://business.flydenver.com/bizops/rfp.asp>.

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

Proposers must acknowledge in the proposal submission that they received all addenda to the proposal documents (see Attachment 2, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

**III-6 DEN Website**

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

Please visit the DEN Website at <http://business.flydenver.com/bizops/index.asp>, which contains such services and information as:

- A. On-line application for contractor/consultant database for project mailings
- B. Advertisements for RFQs, RFPs and IFBs
- C. Status of RFQs, RFPs and IFBs
- D. RFP addenda
- E. Incidental project information is available for viewing and printing, which includes:
  - 1. Plan holder's list
  - 2. Pre-Proposal/Pre-Bid Conference attendance list
  - 3. Questions and Answers
- F. Forecasted Projects

Incidental project information listed in item E., above, will only be available on line at the DEN Website and will not be mailed, unless specifically requested.

**III-7 Withdrawal of Proposal**

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

**III-8 Rights of DEN**

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

**III-9 Confidentiality of Records**

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

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

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

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

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

### **III-11 Minority Business Enterprise and Women Business Enterprise Participation**

In the RFP stage of this selection process, the proposer is required to list its proposed Minority Women Business Enterprise (MWBE) participation. All requirements listed below will need to be followed by proposers when submitting their proposals.

#### **MINORITY BUSINESS WOMEN BUSINESS ENTERPRISE (MWBE):**

Professional design and construction services contracts made and entered into by the City and County of Denver are subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (D.R.M.C.) and the Minority Women Business Enterprise Program's Rules and Regulations adopted by the Director of the Division of Small Business Opportunity (DSBO) which will be incorporated into any agreement entered into as part of this selection process.

Article III, Divisions 1 and III of Chapter 28 D.R.M.C. provides for the adoption of a Minority Women Business Enterprise Goals Program to be administered by Division of Small Business Opportunity (DSBO). As such, each proposer must comply with the terms and conditions of these divisions in submitting its

proposal and, if awarded the Contract, in performing all work thereunder. A proposer's failure to comply with the requirements and any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein shall render its proposal non-responsive and may constitute cause for rejection.

Copies of the Minority Women Business Enterprise Goals Program Ordinance and its Rules and Regulations are available for the use and review of proposers from the Division of Small Business Opportunity.

In order to comply with the proposal requirements of Article III, Division 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, a proposer shall either meet the specific MWBE goal for this project or, in the alternative, demonstrate that the proposer has made sufficient good faith efforts to meet the goal in accordance with good faith provisions listed in D.R.M.C. 28-62.

In preparing a proposal, which seeks to comply with D.R.M.C. 28-60 requirements by meeting the project goals, proposers should consider the following instructions relating to compliance:

1. Under D.R.M.C. 28-59, the Director of the DSBO has established a project goal for expenditures for professional design services performed for the City and County of Denver. The specific goals for this project are as stated in the Request for Proposals bound herewith.
2. In preparing its proposal to meet the goal, each proposer must complete and submit with its proposal, a List of Proposed MWBE sub contractors and suppliers. At a minimum, this list must contain the following information: the name, the address, a brief description of the supply/service to be performed, the committed level of participation expressed as a percentage and, as applicable, an actual dollar amount and any other required information for each MWBE, of any tier, which the proposer intends to utilize in performing services or furnishing supplies on this Project. Only the MWBEs identified on the list and only the precise levels of participation committed to for each MWBE listed on the participation page at the time the proposal is submitted will be considered in determining whether the proposer has met the MWBE goal. Subsequent additions, revisions or corrections to participation will not count towards meeting the Project goal.

MWBE Prime Contractors may count only the value of the work that it self- performs towards the MWBE project goal. In a joint venture with an MWBE only the portion equal to the distinct and clearly defined scope of work performed by the MWBE counts in meeting the MWBE project goal.

3. All MWBE firms listed within the proposal document must be properly certified by the City on or before the date of proposal submission in order to count towards meeting the goal. The City maintains a current listing of those MWBEs which are currently certified by the City. A copy of this list is available on the website located at [www.denvergov.org/DSBO](http://www.denvergov.org/DSBO). Proposers are encouraged to use this list to assist in locating MWBEs for the services/supplies required on the Project. Proposers are hereby notified that changes may be made to the list at any time by DSBO, and the most current copy of the certification list must always be used in preparing a proposal. MWBE certification does not, however, constitute a representation or warranty by the City as to the qualifications of any listed MWBE firm.
4. In accordance with D.R.M.C. 28-64, DSBO will evaluate each proposal to determine the responsiveness of the proposal to the MWBE requirements. In determining if a proposer's identified MWBEs and committed levels of participation comply with Divisions 1and 3 of Article III of Chapter

28, D.R.M.C. requirements and, more specifically, met or exceed the stated MWBE goal; DSBO shall base its determination solely on the information provided in the proposal document.

- a. In reviewing committed levels of participation to determine whether or not the stated commitments meet the goal, DSBO will evaluate and total the levels presented using the following process. If the City requests a lump sum or maximum fee amount as part of the proposal process, DSBO will total the actual dollar amount and corresponding percentage amount of participation stated for each MWBE firm listed. If the City does not require a lump sum or maximum fee amount as part of the proposal document, DSBO will total only the percentage amount of participation stated for each MWBE firm listed.
  - b. If actual dollar amounts are required, DSBO will determine the exact commitment percentage for each listed MWBE firm by dividing the dollar amount listed for each firm by the lump sum or maximum fee dollar amount submitted by the proposer. These individual percentages, when totaled for all listed MWBEs, will establish the total committed percentage level of MWBE participation that the proposer must comply with during the life of the Agreement. In all cases, the committed percentage level of MWBE participation must equal or exceed the assigned MWBE goal in order to comply with Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C.
  - c. When calculating participation levels, percentages or dollar amounts for each listed MWBE to ensure compliance with the goal, a proposer must never round up in determining whether or not the total of these amounts meets or exceeds the particular percentage goal. The goal must be met or exceeded in percentage amounts and, where applicable, in actual dollar amounts for DSBO to determine that the proposer has met or exceeded the goal.
  - d. On proposals where an MWBE supplier is listed for participation, its participation will count one hundred percent (100%) of the value of the commercially useful function performed on contracts of less than Five Million Dollars (\$5,000,000). However, on contracts of more than Five Million Dollars (\$5,000,000) a supplier's participation will count for only sixty percent (60%) toward satisfaction of the Project goal.
  - e. Unless otherwise specified in a request for qualifications, request for proposal or other proposal solicitation, all proposals for the provision of on-call services for a period of time and with no delineation of the dollar amount for specific on-call projects, the proposer need list only the anticipated percentage level of committed participation for each listed MWBE, rather than specific dollar amounts.
5. In addition to the above referenced list, each proposer is required to submit an executed "Letter of Intent" for each MWBE listed on the Bid form as a joint venture member, sub consultant of any tier. An MBE/WBE proposer needs to submit a Letter of Intent for any portion of self-performed work to count towards MBE/WBE utilization. It must also list itself and its level of participation on the page it has designated for MWBE participation within its proposal submittal package. A form for the MWBE Letter of Intent is attached hereto. This Letter of Intent is a written communication from the Proposer to the City evidencing an understanding that the Proposer has or will enter into a contractual relationship with each named MWBE sub consultant and supplier. Each MWBE Letter of Intent shall be accompanied by a copy of the City and County of Denver's MWBE certification

letter for the named MWBE. Proposers are urged to carefully review each Letter of Intent before submission to ensure that it is properly completed and executed by the appropriate parties.

In preparing a proposal which seeks to comply with D.R.M.C. 28-67 by demonstrating a-good faith effort, proposers should consider the following instructions relating to-compliance with the MWBE requirements:

If any Proposer is unable to meet the designated Project goal at the time of proposal-submission or elects to present a good faith effort in lieu of or in addition to attempting to-meet the goal, that Proposer must submit, with or before the submission of the proposal, a-detailed statement, including supporting documentation, demonstrating its good faith-efforts to meet the established MWBE goal in accordance with D.R.M.C 28-62. This-statement shall address each of the items identified in the good faith effort.

A Proposer who fails to meet the Project goal and cannot show to the Director's-satisfaction that it made an adequate good faith effort to meet the goal shall be considered-non-responsive.

1. The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, as further defined by rule or regulation. In addition, a Proposer may supplement its responses to include any additional information the Proposer believes may be relevant. Failure of a Proposer to demonstrate adequate good faith efforts as to any one (1) of the following categories shall render the overall good faith showing insufficient and the proposal non-responsive. The required MWBE good faith efforts are set forth below:
  - a. If pre-proposal meetings are scheduled by the City at which MBEs and WBEs may be informed of sub consulting or joint venture opportunities under a proposed negotiated professional design and construction services contract, attendance at such pre-proposal meetings is not mandatory; however, proposers are responsible for the information provided at these meetings.
  - b. The proposer must solicit through all reasonable and available means the interest of all MBEs and WBEs certified in the scopes of work of the contract. The proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the date of final project-specific proposal, to allow such MBEs and WBEs to respond to the solicitation. The proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
  - c. The proposer must select portions of the services of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, using best efforts to break out contract service items into economically feasible units to facilitate MWBE participation as subcontractors or joint ventures', and for proposer self-performed work, as suppliers, manufacturers, manufacturer's representative and brokers, all reasonably consistent with industry and professional practice, even when the proposer would otherwise prefer to perform these services with its own staff. The proposer must identify what portions of the contract will be self-performed and what portions of the contracts were selected for solicitation of

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

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

In accordance with the provisions of Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., the proposer agrees that it is committed to meeting either the MWBE participation goal or the MWBE participation

set forth in its statement of good faith efforts. This commitment must be expressly indicated on a page that the proposer has designated as its "Commitment to Minority-Business Enterprise and Women Business Enterprise Participation." This fully executed statement-of commitment must be included with the proposal and must address and confirm the following understandings:

1. The Consultant understands it must maintain the designated MWBE goals or good faith commitments throughout the life of the Agreement, in accordance with the requirements set out in D.R.M.C. 28-72.
2. The Consultant understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in satisfying the MWBE participation goal.
3. The Consultant understands that if amendments or any other agreement modifications are issued under the Agreement, the Consultant shall have a continuing obligation to immediately inform DSBO, in writing, of any agreed upon increase or decrease in the scope of work of such Agreement, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
4. The Consultant understands that if amendments or other Agreement modifications are issued under the Agreement and such changes result in an increase in scope of services in an Agreement or otherwise increase the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such changes shall be contemporaneously submitted to the Division of Small Business Opportunity. Those changes, of any kind or nature, that involve a changed scope of work that cannot be performed by existing project subcontractors or by the consultant, shall be subject to goals for MBEs and WBEs equal to the original goals on the Agreement. The consultant must satisfy such goals as respects to such changed scope of work by soliciting new MBEs and WBEs as applicable pursuant to D.R.M.C. 28-73, or must show each element of a modified good faith effort pursuant to D.R.M.C. 28-75(c). The consultant shall supply to the Director for approval, the modified good faith effort documentation as required by D.R.M.C. 28-75(c).

All proposers are charged with knowledge of and are solely responsible for complying with each-and every provision of Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C., in submitting a proposal and, if awarded, in performing the services or supply described in the Agreement.

Failure to comply with these provisions may constitute cause for rejection of a proposal or subject-the selected Consultant to sanctions. These instructions are intended only to generally assist the proposer in preparing and submitting a compliant proposal, should any questions arise regarding compliance under specific circumstances, proposers must consult Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C., and its accompanying Rules and Regulations and are encouraged to contact the designated DSBO representative for the project at (303) 342-2180.

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

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

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

Further, each person signing Attachment 2, Part 1 Proposal Acknowledgement Letter, for this proposal certified that:

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

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

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

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

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

### **III-14 Payment**

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

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

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

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

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

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

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

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state of federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.

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

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

**III-16 Insurance Requirements**

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

**III-17 Governmental Immunity**

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

**III-18 Security**

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

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

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

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

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

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

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

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

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

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

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

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

individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III-22 Violations**

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

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

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

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

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

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

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

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

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

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

**III-24 Wage Ordinances**

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

**END OF INSTRUCTIONS TO PROPOSERS**

#### **IV. PREPARATION OF PROPOSAL**

##### **IV-1 Preparation of Proposal - Proposal Forms**

The proposal shall be submitted in accordance with and meet all requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 2, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN Website.

An authorized representative of the Proposer shall execute Attachment 2, Part 1 of its Proposal Forms – the "Proposal Acknowledgment Letter."

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

##### **IV-2 Preparation of Proposal - Proposal Narrative**

###### **A. GENERAL**

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

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

###### **B. FORMAT**

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and sequencing commensurate with the RFP (in the order the Narrative Content is listed).**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- The proposal narrative shall not exceed 22 pages.

- Resumes should be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- The page limit does not include resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs and DEN-required forms.
- Proposals which contain unnecessarily elaborate art work are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Submittal 2 and Exhibit E shall be submitted in an un-secured/un-password protected Excel format via flash drive.

#### **IV-3      Proposal Narrative Contents**

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

Narrative Contents	Maximum # of pages
Cover Letter	2
Cost Effectiveness	4
Design/Build Services	4
Understanding the Project	4
Proposed Work Plan and Approach	4
Company Experience and Qualifications	4

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

##### **1. Cover Letter**

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It should include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 4, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in Attachment 2, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

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

##### **2. Cost Effectiveness**

Cost-effectiveness is essential for a successful project delivery based on each task. Describe the Proposer team's philosophy on cost-effectiveness and efficiency to help DEN meet the project budget

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

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

**3. Design/Build Services**

Give at least three samples of various project budget sizes in which your company utilized design build services. The contractual experience could be as a prime contractor or from the perspective of an electrical sub-contractor. Provide a brief description how the service saved time and money to your project team provide electrical work. Discuss the proposers experience providing reviewed and stamped electrical designs as a part of construction project that was successful. Describe what made the experience a success.

What does your firm value as the best strategy for providing design? Discuss how professional liability insurance is managed with your construction firm. Do you use a sub-consultant to provide the electrical engineering or are your professional engineers part of your firm's rate and multiplier structure? Have the PE(s) your firm has used in the past part of your quality control plan? If so, provide some business partners, your firm may have used in the past with some success and name consultants you intend to propose as your sub-contractor to provide designs electrical and mechanical in nature.

**4. Understanding the Project**

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

**5. Proposed Work Plan and Approach**

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

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

**6. Company Experience & Qualifications**

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected

level of assistance required from the client to accomplish each specified task, and any other relevant factors. At a minimum, the following information should be included as appropriate to the Scope of Work:

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

#### **7. Schedule of Rates and Markups Description**

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

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

#### **8A. SAMPLE TASK CALCULATION**

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

##### **Cost of Work**

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

**Mark Ups**

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

**Core Staff**

Project Manager:	$\$ 100 \times 260 \text{ hours}$	\$26,000
Project Superintendent:	$\$ 90 \times 800 \text{ hours}$	\$72,000
Project Engineer:	$\$ 80 \times 400 \text{ hours}$	\$32,000
Office Engineer:	$\$ 70 \times 200 \text{ hours}$	\$14,000
Admin Asst. / Time Keeper:	$\$ 60 \times 100 \text{ hours}$	\$6,000
	<b>Subtotal</b>	<b>\$150,000</b>

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

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

## 8B. SCHEDULE OF PRICES AND QUANTITIES FOR FUTURE TASKS

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

## 8C. PRICES FOR WORK NOT COVERED IN (8A) OR (8B)

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

### A. Supervisory & Office Personnel

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

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

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

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

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

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

Exhibit K link:

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

Exhibit L link:

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

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

## **V. EVALUATION OF PROPOSALS**

### **V-1    Evaluation of Proposals**

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

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

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

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

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

### **V-3    Past Performance**

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

### **V-4    Clarification of Proposals**

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

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

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

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

Proposers invited to an interview may not:

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

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

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

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

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

#### **V-6 Best and Final Offers**

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

#### **V-7 Evaluation Criteria**

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

<b>Evaluation Criteria</b>	
1.	Cost Effectiveness
2.	Design/Build Services
3.	Understanding the Project
4.	Proposed Work Plan and Approach
5.	Company Experience and Qualifications

**VI. ATTACHMENT 2, PROPOSAL FORMS**

**Attachment 2, Part 1 Proposal Acknowledgement Letter**

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

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

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

In response to the Request for Proposal (RFP) dated February 12, 2020, for RFP NO. 201952443, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Parent Company Information  
(If Applicable)**

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

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

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

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

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

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

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

**Is this a joint venture?**

- YES
- NO

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

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

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**CERTIFICATION**

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

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

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

Date \_\_\_\_\_

**Attachment 2, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition**

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

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

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

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

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

Date \_\_\_\_\_

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

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**Attachment 2, Part 4 M/WBE Forms**

## **DSBO FORMS**

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

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



## COMMITMENT TO MWBE PARTICIPATION

Division of Small Business Opportunity  
 Denver International Airport  
 Compliance Unit  
 Main Terminal, Level 6  
 Denver, CO 80249  
 Phone: 303-342-2180  
[DSBO@flydenver.com](mailto:DSBO@flydenver.com)

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

The Bidder/Proposer is committed to the minimum \_\_\_\_\_ % **MWBE** utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:

**Hard Bids:** Three (3) business days after the bid opening.

**Request for Proposals/Qualifications:** With the proposal when due.

**Compliance Plans:** With each task/work order

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

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

Bidder/Proposer (Name of Firm):

Firm's Representative (Please print):

Signature (Firm's Representative):

Title:

Address:

City:

State:

Zip:

Phone:

Fax:

Email:

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



**List of Proposed  
MWBE  
Bidders, Subconsultants,  
Suppliers (Manufacturers) or  
Brokers**

**Division of Small Business Opportunity**  
**Denver International Airport**  
 Compliance Unit  
 Main Terminal, Level 6  
 Denver, CO 80249  
 Phone: 303-342-2180  
[DSBO@flydenver.com](mailto:DSBO@flydenver.com)

**City & County of Denver Contract No.:** \_\_\_\_\_

The undersigned Bidder proposes to utilize all listed firms. The following MWBE(s) firms listed are **CURRENTLY** certified by the City and County of Denver. Only the level of MWBE participation listed at the bid opening will count toward satisfaction of the project goal. Only bona fide commissions may be counted for Brokers. MWBE prime bidders must detail their bid information below. Please copy and attach this page to list additional MWBE.

**Prime Bidder**

Business Name:		
Address:	Contact Person:	
Type of Service:	Dollar Amount: \$:	Percent of Project:

**Certified MWBE Prime Bidder**

Business Name:		
Address:	Contact Person:	
Type of Service:	Dollar Amount: \$:	Percent of Project:

**Subconsultants, Suppliers Manufacturers or Brokers (check one box)**

<input type="checkbox"/> Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
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Business Name:		
Address:	Type of Service:	
Contact Person:	Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/> Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)
<input type="checkbox"/> Broker (✓)		

Business Name:		
Address:	Type of Service:	
Contact Person:	Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/> Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)
<input type="checkbox"/> Broker (✓)		

Business Name:		
Address:	Type of Service:	
Contact Person:	Dollar Amount: \$:	Percent of Project:

<b>Subconsultants, Suppliers Manufacturers or Brokers (check one box)</b>				
<input type="checkbox"/> Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	



Division of Small Business Opportunity  
Denver International Airport  
Compliance Unit  
Main Terminal, Level 6  
Denver, CO 80249  
Phone: 303-342-2180  
[DSBO@flydenver.com](mailto:DSBO@flydenver.com)

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

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

Contract No.:	Project Name:						
<b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b> <b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</b>							
Name of Bidder/Consultant:			Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No		Phone:		
Contact Person:		Email:			Fax:		
Address:		City:			State:	Zip:	
<b>B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> <b>This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</b>							
Name of Certified Firm:				Phone:			
Contact Person:		Email:			Fax:		
Address:		City:			State:	Zip:	
Please check the designation which applies to the certified firm.		M/WBE ( <input type="checkbox"/> )	SBE ( <input type="checkbox"/> )	EBE ( <input type="checkbox"/> )		DBE ( <input type="checkbox"/> )	
<b>Indirect Utilization:</b> If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:							
<b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b>							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u>							
Subcontractor/Subconsultant ( <input type="checkbox"/> )		Supplier ( <input type="checkbox"/> )		Broker ( <input type="checkbox"/> )			
<b>Bidder</b> intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$				%			
<b>Consultant</b> intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:				%			
If the fee amount of the work to be performed is requested, the fee amount, is:				\$			
Bidder/Consultant's Signature:				Date:			
Title:							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:				Date:			
Title:							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this <b>Letter of Intent</b> shall be null and void.							

## Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable*

*Submit the attached completed checklist with this letter.*

<b>Completed ✓</b>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 5px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 5px;">Project Number &amp; Project Name</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td><b>Section A:</b> Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td><b>Section B:</b> Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td>Designation checked for MBE/WBE, SBE, EBE or DBE</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td><b>Indirect Utilization:</b> Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2<sup>nd</sup> tier subcontractor/subconsultant, supplier or broker.</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td>Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td>Line items performed, if line-item bid.</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td>Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td>Designation checked for Subcontractor/Subconsultant, Supplier or Broker</td> </tr> </table>		<input type="checkbox"/>	Project Number & Project Name	<input type="checkbox"/>	<b>Section A:</b> Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email	<input type="checkbox"/>	<b>Section B:</b> Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email	<input type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE	<input type="checkbox"/>	<b>Indirect Utilization:</b> Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 <sup>nd</sup> tier subcontractor/subconsultant, supplier or broker.	<input type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE	<input type="checkbox"/>	Line items performed, if line-item bid.	<input type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached	<input type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
<input type="checkbox"/>	Project Number & Project Name																		
<input type="checkbox"/>	<b>Section A:</b> Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email																		
<input type="checkbox"/>	<b>Section B:</b> Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email																		
<input type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE																		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 5px; text-align: center;"><b>If project is an RFP/RFQ...</b></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td>Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name &amp; contact name for MWBE.</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td>Fee amount if fee amount of work to be performed is requested.</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td>Bidder/Consultant's Signature, Title &amp; Date</td> </tr> <tr> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td>M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date</td> </tr> </table>		<b>If project is an RFP/RFQ...</b>		<input type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.	<input type="checkbox"/>	Fee amount if fee amount of work to be performed is requested.	<input type="checkbox"/>	Bidder/Consultant's Signature, Title & Date	<input type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date								
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<input type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.																		
<input type="checkbox"/>	Fee amount if fee amount of work to be performed is requested.																		
<input type="checkbox"/>	Bidder/Consultant's Signature, Title & Date																		
<input type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date																		

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

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



**DENVER**  
ECONOMIC DEVELOPMENT  
& OPPORTUNITY

## JOINT VENTURE ELIGIBILITY FORM

### Division of Small Business Opportunity

Denver International Airport  
Compliance Unit  
Main Terminal, Level 6  
Denver, CO 80249  
Phone: 303-342-2180  
[DSBO@flydenver.com](mailto:DSBO@flydenver.com)

**Joint Venture** means an association of two (2) or more business enterprises to constitute a single business enterprise to perform a City construction or professional design and construction services contract for which purpose they combine their property, capital, efforts, skills and knowledge, and in which each joint venturer is responsible for a distinct, clearly defined portion of the work of the contract, performs a commercially useful function, and whose share in the capital contribution, control, management responsibilities, risks and profits of the joint venture are equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the joint venturers and their relationship and responsibility to the contract.

The Division of Small Business Opportunity (DSBO) requires the following information be provided from participants of a prospective joint venture, to assist DSBO in evaluating the proposed joint venture. This Joint Venture Eligibility form and the Joint Venture Affidavit apply if SBEs, EBEs, MBEs, WBEs or DBEs participate in this joint venture.

Please return this form, the Joint Venture Affidavit, and a copy of your Joint Venture Agreement to: Division of Small Business Opportunity, 201 West Colfax Avenue, Denver, CO 80202, at least **ten (10) working days** prior to bid opening or proposal.

If you have questions regarding this process, please contact DSBO at 303-342-2180.

### Joint Venture Information

Name:	Contact Person:		
Address:			
City:	State:	Zip:	Phone:

### Joint Venture Participants

Name:	Contact Person:		
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/E/M/W or DBE)	

Type of Work for which Certification was granted:

Name:	Contact Person:		
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/E/M/W or DBE)	

Type of Work for which Certification was granted:

### General Information

SBE/EBE/MBE/WBE/DBE Initial Capital Contributions: \$ %

Future capital contributions (explain requirements) (attach additional sheets if necessary):

Source of Funds for the SBE/EBE/MBE/WBE/DBE Capital Contributions:

Describe the portion of the work or elements of the business controlled by the SBE/EBE/MBE/WBE or DBE: (attach additional sheets if necessary)

Describe the portion of the work or elements of the business controlled by non-SBE/EBE/MBE/WBE or DBE: (attach additional sheets if necessary)

## JOINT VENTURE ELIGIBILITY FORM

### General information

Describe the SBE/EBE/MBE/WBE or DBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board voting rights, etc.) (attach additional sheets if necessary)

Describe the SBE/EBE/MBE/WBE or DBE's share in the profits of the joint venture:

Describe the SBE/EBE/MBE/WBE or DBE's share in the risks of the joint venture:

Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. SBE/EBE/MBE/WBE or DBE joint venture participant:

b. Non- SBE/EBE/MBE/WBE or DBE joint venture participant:

Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):

a. SBE/EBE/MBE/WBE or DBE joint venture participant:

b. Non- SBE/EBE/MBE/WBE or DBE joint venture participant:

Which firm will be responsible for accounting functions relative to the joint venture's business?

Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?

Please provide information relating to the approximate number of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the S/E/MWBE/DBE, non- S/E/MWBE/DBE or joint venture:

	Non- SBE/EBE/M/WBE/DBE	SBE/EBE/M/WBE/DBE	Joint Venture
<b>Management</b>			
<b>Administrative</b>			
<b>Support</b>			
<b>Hourly Employees</b>			

### JOINT VENTURE ELIGIBILITY FORM

#### General Information

Please provide the name of the person who will be responsible for hiring employees for the joint venture.

Who will they be employed by?

Are any of the proposed joint venture employees currently employees of any of the joint venture partners?  Yes ()  No ()

If yes, please list the number and positions and indicate which firm currently employs the individual(s), (use additional sheets if necessary)

Number of employees		Position	Employed By

Attach a copy of the proposed joint venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners.

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved.

If there are any significant changes in or pertaining to this submittal, the joint venture members must immediately notify the Division of Small Business Opportunity.



## Joint Venture Affidavit

**Division of Small Business Opportunity**  
 Denver International Airport  
 Compliance Unit  
 Main Terminal, Level 6  
 Denver, CO 80249  
 Phone: 303-342-2180  
[DSBO@flydenver.com](mailto:DSBO@flydenver.com)

The Undersigned swears that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the Undersigned covenant and agree to provide the City current, complete, and accurate information regarding actual joint venture work and the payment thereof and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the City or Federal funding agency, if applicable. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

Name of Firm:

Print Name:

Title

Signature:

Date:

### Notary Public

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires:

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Seal

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

Notary Commission #: \_\_\_\_\_

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

Name of Firm:

Print Name:

Title

Signature:

Date:

### Notary Public

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires:

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Seal

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

Notary Commission #: \_\_\_\_\_

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

**VII. ATTACHMENT 3, FORM W-9**

## **FORM W-9**

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

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

**W-9**

Form  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type  
**See Specific Instructions on page 2.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ►	
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## **Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number		
	-	-
or		
Employer identification number		
	-	

## **Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The owner <sup>3</sup>
7. Disregarded entity not owned by an individual	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
8. A valid trust, estate, or pension trust	The owner
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	Legal entity <sup>4</sup>
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation
11. Partnership or multi-member LLC	The organization
12. A broker or registered nominee	The partnership
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The broker or nominee
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The public entity
	The trust

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

VIII. **ATTACHMENT 4, INSURANCE REQUIREMENTS**

## **INSURANCE REQUIREMENTS**

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

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

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

## **1. General Information**

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

### **1.2 ROCIP Manuals**

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Safety Manual](#)

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

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

### **2.1 Certificate Holder**

Certificate(s) shall be issued to:

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

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

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

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

### **2.3 Coverage and Limits**

#### **2.3.1 Commercial General Liability**

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

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

### 2.3.2 Business Automobile Liability

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

- 2.3.2.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.
- 2.3.2.3 The policy must not contain an exclusion related to operations on airport premises.
- 2.3.2.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- 2.3.2.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- 2.3.2.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

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

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

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

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

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

### 2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

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

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

single limit each occurrence for bodily injury and property damage.

### 2.3.8 Excess/Umbrella Liability

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

## 2.4 Reference to Project and/or Contract

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

## 2.5 Additional Insured

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

## 2.6 Waiver of Subrogation

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

## 2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

## 2.8 Additional Provisions

- 2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 2.8.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.

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

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

#### **3.1 Insurance Provided by the DEN ROCIP**

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

#### **3.2 Enrollment Required**

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Excluded Parties (as defined in Section 7). Participation is mandatory but not

automatic. Parties eligible for enrollment shall follow the procedures and follow the instructions as provided in the DEN ROCIP Insurance Manual to enroll in the program. When the Contractor and subcontractors of any tier are properly enrolled, the DEN ROCIP Administrator will issue a Certificate of Insurance evidencing the coverages afforded to each Enrolled Party under the DEN ROCIP, prior to their commencing Work on the Project Site.

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

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

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

### 3.4 Insurance Premiums

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

### 3.5 Off Site Operations Coverage Under ROCIP

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

### 3.6 DEN ROCIP Insurance Manual

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

### 3.7 Conflicts

Descriptions of the DEN ROCIP coverages set forth in Section 3.8 are not intended to be

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

### 3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

#### 3.8.1 Insurance Provided by DEN

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

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

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

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

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

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

##### 3.8.1.3 Excess Liability Insurance

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

Coverage	Limit

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

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

#### 3.8.1.4 Contractor's Pollution Liability

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

#### 3.8.1.5 Builder's Risk Insurance

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

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

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

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

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

### 3.8.2 Claim Chargebacks

#### 3.8.2.1 Commercial General Liability Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the DEN ROCIP Commercial General Liability Policy. The Enrolled Party primarily responsible for causing any bodily injury or property damage liability loss shall be responsible for payment of the charge-back. The determination of responsibility will be solely determined by DEN. The charge-back will be calculated as follows:

Maximum Chargeback	Equal to the deductible under the Enrolled Party's Commercial General Liability Policy (non-ROCIP) up to a maximum of \$25,000 each claim.
Minimum Chargeback	Equal to the actual loss or \$5,000, whichever is less.

#### 3.8.2.2 Contractor's Pollution Liability Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the Contractor's Pollution Liability Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the ROCIP insurer for losses attributable to the Contractor's work, acts or omissions, or the Work, or acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

#### 3.8.2.3 Builder's Risk Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the Builder's Risk Insurance Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the insurer for losses attributable to the Contractor's work, acts or omissions, or the Work, or acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

### 3.9 Other Insurance Provided By Enrolled Parties

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

### 3.9.1 Certificate Holder

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

and

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

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

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

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

### 3.9.3 Commercial General Liability – Off Site Only

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

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

### 3.9.4 Business Automobile Liability

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

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

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

- 3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.
  - 3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.
  - 3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
  - 3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.
- 3.9.5 Workers' Compensation and Employer's Liability Insurance – Off Site Only
- Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract.
- Contractor shall maintain the coverage as required by statute for performance of Work outside the Project Site under the Contract and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.
- 3.9.5.1 If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.
- 3.9.6 Professional Liability (Errors and Omissions) Insurance [REMOVE IF NOT PERTINENT PER SOW.]
- Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in [Exhibit A].
- 3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber): [REMOVE IF NOT PERTINENT PER SOW.]
- Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.
- 3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill for those positions defined in [Exhibit A] of this Agreement.
  - 3.9.7.2 Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

### 3.9.8 Excess/Umbrella Liability:

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

### 3.9.9 Reference to Project and/or Contract

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

### 3.9.10 Additional Insured

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

### 3.9.11 Waiver of Subrogation

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

### 3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

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

### 3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs.

- insured exclusion) is included.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
  - 3.9.13.5 Coverage limits purchased by Contractor greater than the minimum amounts required under this Agreement must be referenced on any provided certificate of insurance.
  - 3.9.13.6 All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
  - 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
  - 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
  - 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A-VIII or better.
  - 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
  - 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
  - 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

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

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

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

the Work.

#### 4.2 Contractor Responsible to Review Coverage

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

#### 4.3 Audit

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

#### 4.4 Insurance Costs Removed

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

### 5. Contractor Obligations

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

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

#### 5.2 Timely Enrollment Required

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

#### 5.3 Compliance with Conditions

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

#### 5.4 Claims Cooperation

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

#### 5.5 Monthly Payroll Submission

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

#### 5.6 Response to Information Requests

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

#### 5.7 Responsibility for Safety

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

#### 5.8 Duty of Care

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

### 6. Notices and Costs

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

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

#### 6.2 Contractors Responsible for Own Equipment

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

#### 6.3 No Release; No Waiver of Immunity

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

#### 6.4 DEN Right to Withhold Payments

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

#### 6.5 DEN Remedies

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

until there is full compliance, or (2) terminate this Contract for cause.

#### 6.6 Off Site Storage

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

#### 6.7 Partial Occupancy

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

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

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

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

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

### 7. Definitions

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

Contractor insurance cost	The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.
Rolling Owner Controlled Insurance Program (ROCIP):	A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
Eligible Employees:	Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.
Enrolled Parties:	The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
Excluded Parties:	Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:  <ul style="list-style-type: none"><li>(1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s) with no direct onsite installation responsibility;</li><li>(2) Hazardous materials remediation, removal, or transportation companies and their consultants;</li><li>(3) Any architect, engineer or surveyor and their consultants except when approved by DEN and its insurer(s);</li><li>(4) Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site;</li><li>(5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;</li><li>(6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason; however, employees making deliveries to the Project Site for the purposes of off-loading material may be eligible for coverage under the DEN ROCIP.</li><li>(7) Persons or entities who are not Enrolled Parties or included as insureds within the policies;</li></ul>

- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or
- (9) Any other person or entity specifically excluded by DEN, in its sole discretion, from participation as Enrolled Parties.
- 10) Any other person or entity specifically excluded by DEN, in its sole discretion, from participation as Enrolled Parties.

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

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

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

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

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

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

Off Site Work Work performed away from the Project Site.

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

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

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

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

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

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

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

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

**IX. ATTACHMENT 5, TEXTURA REQUIREMENTS**

## **TEXTURA REQUIREMENTS**

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

In addition, the Contractor must comply with the bank Automated Clearing House (ACH) setup so that the Contractor may send payment to its subcontractors electronically via ACH. Please reference the flat fee Textura Fee Schedule that follows.

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

TEXTURA PAYMENT MANAGEMENT (TPM™) SYSTEM FEES – DENVER (DEN)	
PROJECT VALUE	PROJECT FEE (GC + Sub Usage)
\$0 - \$49,999.99	\$195
\$50,000 - \$99,999.99	\$325
\$100,000 - \$249,999.99	\$780
\$250,000 - \$499,999.99	\$1,625
\$500,000 - \$999,999.99	\$3,250
\$1,000,000 - \$2,999,999.99	\$5,850
\$3,000,000 - \$4,999,999.99	\$9,100
\$5,000,000 - \$9,999,999.99	\$12,220
\$10,000,000 - \$19,999,999.99	\$20,345
\$20,000,000 - \$49,999,999.99	\$32,500
\$50,000,000 - \$99,999,999.99	\$48,750
\$100,000,000 - \$199,999,999.99	\$69,095
\$200,000,000 - \$299,999,999.99	\$85,345
\$300,000,000 - \$399,999,999.99	\$109,720
\$400,000,000 - \$499,999,999.99	\$142,220
\$500,000,000 - \$999,999,999.99	\$162,500
\$1,000,000,000 - \$1,999,999,999.99	\$345,345
\$2,000,000,000 - \$4,999,999,999.99	\$650,000
\$5,000,000,000 - \$9,999,999,999.99	\$1,015,625
\$10,000,000,000 or greater	\$1,503,125

**EXAMPLES:**

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

**X. ATTACHMENT 6, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS**

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **print the completed form and include the hard copy as part of Proposer's bid/proposal documents. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

**Click on the following link to access the on-line form:**  
<https://fs7.formsite.com/CCDenver/form161/index.html>

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers in response to City solicitations for services or goods will be collated, analyzed and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

**Insert the completed hard copy of the Diversity and Inclusiveness  
in City Solicitations Form immediately following this page.**

**XI. ATTACHMENT 7, SAMPLE CONTRACT**

# SAMPLE CONTRACT

The Sample Contract is contained in the pages immediately following this page.

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

***Notice to Proposers:***

**City Required Contract Provisions**

***The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is not subject to modification. Accordingly, proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.***

- 1. Indemnification**
- 2. Basic insurance requirements**
- 3. Limitation of liability (available in narrowly applicable circumstances)**
- 4. Federal requirements**
  - a. Standard Federal Aviation Administration grant assurances (Appendix 1 to the Sample Agreement)**
  - b. Federal Aviation Administration document retention and review requirements**
- 5. Airport security requirements**
- 6. City code and charter; state statutes**
  - a. Prompt pay**
  - b. Prevailing wage**
  - c. Immigration provisions (Not applicable for contracts for Information Technology services or IT products and services – See, C.R.S. 8-17.5-101(6)(b)(V))**
  - d. Colorado open records act**
  - e. DSBO (if applicable to subject matter of contract)**
  - f. City nondiscrimination language**
  - g. Dispute resolution**
- 7. Denver Executive Orders ("XOs")**
  - a. Environmental**
  - b. Drugs alcohol tobacco**
  - c. Nondiscrimination in contracts**
- 8. Airport System General Bond Ordinance (1984, as amended).**
- 9. Choice of law (Colorado)**
- 10. Jurisdiction and venue (Colorado)**

## CONTRACT FOR ON-CALL CONSTRUCTION

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

### WITNESSETH

**WHEREAS**, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of work described in task orders issued under Contract No. 201952443, On-Call Electrical Contractor at Denver International Airport (“DEN”); and

**WHEREAS**, proposals in response to said advertisement have been received by the Chief Executive Officer of DEN (the “CEO”), who has recommended that a contract for the work be made and entered into with Contractor, which was the lowest, responsive, qualified proposer; and

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

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

### ARTICLE I. CONTRACT DOCUMENTS

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

- Contract
- Request for Proposals
- Task Order(s)
- Building Information Modeling (“BIM”) if applicable
- Change Directives
- Change Orders
- Appendix 1    Federal Appendices
- Exhibit A    Scope of Work
- Exhibit B    Equal Employment Opportunity Provisions
- Exhibit C    Insurance Requirements
- Exhibit D    Prevailing Wage Schedules
- Exhibit E    Special Conditions

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

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

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

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

## ARTICLE II. SCOPE OF WORK

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

## ARTICLE III. TERM OF CONTRACT

The Term of this Agreement shall commence on the Effective Date and shall expire 3 years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Senior Vice President of Aviation – Airport Infrastructure Management (the “**SVP-AIM**”) and agrees to fully complete the Work in its entirety within the time frame established for each Task Order. This period of performance for each Task Order is also referred to as “**Contract Time**.” The Contractor is not authorized to commence work prior to its receipt of each Task Order.

If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

## ARTICLE IV. TERMS OF PAYMENT

The City agrees to pay Contractor for the performance and completion of all of the Work as required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount of **Contract Amount Dollars and Amount Cents (\$Click here to enter text.00)** (the “**Maximum Contract Amount**”). The contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

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

## ARTICLE V. VERIFIED STATEMENT OF CLAIMS

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

## ARTICLE VI. DISPUTES

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in Denver Revised Municipal Code Section 5-17 (“**D.R.M.C.**”) and all related rules and procedures. The determination resulting from said

administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

## **ARTICLE VII. DEFENSE AND INDEMNIFICATION**

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

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

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

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

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

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

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

## **ARTICLE IX. LIQUIDATED DAMAGES**

If Contractor fails to achieve Substantial Completion of the Work pursuant to each Task Order within the Contract Time or fails to substantially complete the Work described in the Scope of Work or any Task Order within the time set forth in the Special Conditions or the applicable Task Order, the City will suffer substantial damages, which damages would be difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work pursuant to each Task Order within the Contract Time shall be specified in the

Task Order. If Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

## **ARTICLE X. INSURANCE REQUIREMENTS**

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

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

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under ***Exhibit C***; or

2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Contract.

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

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

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

## **ARTICLE XI. CONTRACT BINDING**

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

## **ARTICLE XII. SEVERABILITY**

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

## **ARTICLE XIII. ASSIGNMENT**

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

## **ARTICLE XIV. APPROPRIATIONS**

Payment will be in accordance with the provisions of the Contract Documents, including Title 9 of the General Conditions, and will be made solely and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Contract from the City and County of Denver Municipal Airport System Funds. The City has no obligation to make payments from any other fund or source or to make additional appropriations or allocations to such fund to satisfy such costs or other obligations.

## **ARTICLE XV. APPROVALS**

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

## **ARTICLE XVI. JOINT VENTURE**

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

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

In connection with the performance of work under this Contract, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

## **ARTICLE XVIII. COORDINATION OF SERVICES**

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

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

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

## **ARTICLE XX. PROMPT PAYMENT**

**A.** Contractor is subject to D.R.M.C. § 20-112, which requires the Contractor is to pay its subcontractors in a timely fashion. Contractor's payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of payment for the work from City. Any late payments are subject to a late payment penalty as provided for in the prompt payment ordinance (D.R.M.C. §§ 20-107 through 20-118).

**B.** In accordance with D.R.M.C. § 20-109(e) and General Condition 909.1(H), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their complete and responsive form within sixty (60) days of the completion of the Work shall be deemed untimely.

## **ARTICLE XXI. OWNERSHIP AND DELIVERABLES.**

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Contract on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City,

Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Contract. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Contract, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Contract. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

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

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

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

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

**A.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this 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 audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.

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

**C.** In the event the City receives federal funds to be used toward the services performed under this 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 Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

#### **ARTICLE XXIV. PREVAILING WAGE REQUIREMENTS**

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

Date bid or proposal issuance was advertised DATE ADVERTISED.

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

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

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

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

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

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

## **ARTICLE XXV. MINIMUM WAGE REQUIREMENTS**

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

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

This Contract is subject to all applicable provisions of D.R.M.C. Chapter 28 (“**M/WBE Ordinance**”). In accordance with the requirements of the M/WBE Ordinance, Contractor is committed to, at a minimum, meet the participation goal of twenty-five percent (25%), established for this Project utilizing properly certified M/WBE subcontractors and suppliers. Without limiting the general applicability of the foregoing, Contractor acknowledges its continuing duty, pursuant to D.R.M.C. §§ 28-72, 28-73 and 28-75 and the M/WBE Program, to meet and maintain throughout the duration of this Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“**DSBO**”), in the imposition of sanctions against Contractor in accordance with D.R.M.C. § 28-77. Nothing contained in this Article or in the M/WBE Ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Contract.

## **ARTICLE XXVII. SENSITIVE SECURITY INFORMATION**

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

## **ARTICLE XXVIII. DEN SECURITY**

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

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

## **ARTICLE XXIX. FEDERAL RIGHTS**

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

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

**2.** Federal Fair Labor Standards Act: This Contract incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (“FLSA”),

with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Contract. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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

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

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

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

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

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

[END OF PAGE]

SAMPLE

## **Appendix No. 1**

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

## **APPENDIX 1-A**

### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

### **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

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

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

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

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

will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

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

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

## **APPENDIX 1-C**

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

As used below, the term "sponsor" will mean City.

Contractor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

## **APPENDIX 1-D**

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

As used below, the term "sponsor" will mean City.

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

## **APPENDIX 1-E**

### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES**

The term "sponsor" will mean City.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **APPENDIX 1-F**

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

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

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

## **APPENDIX 1-G**

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

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**XII. ATTACHMENT 8, CERTIFICATE OF GOOD STANDING**

## **CERTIFICATE OF GOOD STANDING**

Please submit a Certificate of Good Standing  
from the Office of the Secretary of the State of Colorado  
for the proposing entity.

**XIII. ATTACHMENT 9, PREVAILING WAGES**

## **PREVAILING WAGES**

The Prevailing Wage Schedule(s) which apply to this contract are contained in the pages immediately following this page.

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



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

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

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

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

Attachments as listed above.

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

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

"General Decision Number: CO20200020 01/24/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

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

ASBE0028-002 07/01/2019

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

ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation) .....	\$ 32.98	14.73
-----		
CARP0055-002 11/01/2019		
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Rates	Fringes
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CARPENTER (Drywall Hanging Only) .....	\$ 29.95	10.99
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CARP1607-001 06/01/2019

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

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ELEC0068-012 06/01/2019

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

---

\* ELEV0025-001 01/01/2020

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

## FOOTNOTE:

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

ENGI0009-017 05/01/2018

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

---

\* IRON0024-009 11/01/2019

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

---

\* IRON0024-010 11/01/2019

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

---

PAIN0079-006 08/01/2017

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

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

---

PAIN0079-007 08/01/2017

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

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

---

PAIN0419-001 07/01/2016

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

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

---

PAIN0930-002 07/01/2019

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

GLAZIER..... \$ 31.92 10.49

---

PLUM0003-009 06/01/2018

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

PLUMBER (Excludes HVAC Duct,  
Pipe and Unit Installation) ..... \$ 35.48 15.94

---

PLUM0208-008 06/01/2018

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

PIPEFITTER (Includes HVAC  
Pipe and Unit Installation;  
Excludes HVAC Duct  
Installation) ..... \$ 37.55 14.95

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SFCO0669-002 04/01/2017

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

SPRINKLER FITTER (Fire  
Sprinklers) ..... \$ 36.73 20.47

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\* SHEE0009-004 07/01/2019

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

SHEET METAL WORKER (Includes  
HVAC Duct Installation;  
Excludes HVAC Pipe and Unit  
Installation) ..... \$ 34.62 17.95

---

SUCO2013-006 07/31/2015

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

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

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

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

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



March 2, 2020

**On-Call Electrical Contractor**

**CONTRACT NO. 201952443**

**ADDENDUM NUMBER ONE**

This Addendum Number One supersedes and/or supplements all portions of the Request for Proposal documents with which it conflicts. **Proposers must acknowledge receipt of this addendum on Page 34 of the Proposal Forms.**

---

*Tony Deconinck*

Tony Deconinck  
Contract Administrator



DENVER INTERNATIONAL AIRPORT

**ON-CALL ELECTRICAL CONTRACTOR  
CONTRACT NO. 201952443**

**ADDENDUM NUMBER ONE**

**Scope of this Addendum**

Addendum Number One includes modifications to the following Request for Proposal documents issued February 12, 2020. These modifications are deemed necessary by the City and County of Denver.

**Attachment 9, Prevailing Wages (Page 46 of the RFP)**

Please add the Prevailing Wage sheets for Highway projects (attached) after the prevailing wage sheets in the RFP for Building projects.

The total number of pages (including cover sheet) contained in this Addendum Number One is nine (9).

\* \* \* \* \*

*End of Addendum Number One*



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** January 06, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, January 03, 2020** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200009  
Superseded General Decision No. CO20190009  
Modification No. 0  
Publication Date: 01/03/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

"General Decision Number: CO20200009 01/03/2020

Superseded General Decision Number: CO20190009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

#### HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

\* CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....\$ 26.50		10.32
ELEC0068-016 03/01/2011		

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

## TRAFFIC SIGNALIZATION:

## Traffic Signal Installation

Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

## TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

Colorado Springs - Nevada & Bijou  
 Denver - Ellsworth Avenue & Broadway  
 Ft. Collins - Prospect & College  
 Grand Junction - 12th & North Avenue  
 Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ENGI0009-008 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 28.25	10.70
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 28.25	10.70
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 28.25	10.70
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 28.40	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(5)-Motor Grader (blade- finish) Douglas County.....	\$ 28.57	10.70
(6)-Crane (91-140 tons) .....	\$ 29.55	10.70

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

	Rates	Fringes
CARPENTER (Excludes Form Work) ....	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation) .....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection) .....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT		
STRIPPING: Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation) .....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation) .....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held) ....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger) ...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones,		

Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers) .....	\$ 12.43	3.22
PINTER (Spray Only) .....	\$ 16.99	2.87
<b>POWER EQUIPMENT OPERATOR:</b>		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

## TRAFFIC SIGNALIZATION:

## Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

## TRUCK DRIVER

## Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

## Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

## Lowboy Truck.....

\$ 17.25	5.27
----------	------

## Mechanic.....

\$ 26.48	3.50
----------	------

Multi-Purpose Specialty &  
Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

## Pickup and Pilot Car

Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

## Semi/Trailer Truck.....

\$ 18.39	4.13
----------	------

## Truck Mounted Attenuator....

\$ 12.43	3.22
----------	------

## Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Office of Human Resources**  
**Supplemental Rtes**  
**(Specific to the Denver Projects)**  
**Revised 08/21/2019)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Guard Rail Installer		\$13.00	\$3.20
Highway Parking Lot Striping: Painter		\$13.00	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$13.00	\$3.16
Laborer: Traffic Control (Flagger)		\$13.00	\$3.05
Laborer: Stationary Flags( excludes Flaggers)		\$13.00	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$13.00	\$3.22

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



# DENVER

THE MILE HIGH CITY

Request for Proposal  
On-Call Electrical Contractor  
No. 201952443

Submitted to:  
Denver International Airport  
Contract Administrator  
Tony Deconinck

Submitted by:  
Dave Richard  
Director of Preconstruction  
[drichard@imelect.com](mailto:drichard@imelect.com)  
(720) 357-5387

Intermountain Electric, Inc.  
5050 Osage St, #500  
Denver, CO 80221

March 13, 2020



*Denver International Airport  
Request for Proposal  
On-Call Electrical Contractor No. 201952443*



## **On-Call Electrical Contractor Denver International Airport**

Submitted by: Intermountain Electric, Inc.

March 13, 2020

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*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



**Cover Letter**

**Intermountain Electric, Inc. (IME) is proud to offer our expertise and dedication to the City and County of Denver on this project. Our understanding of DEN's On-Call Electrical Construction work allows us to emphasize our most important strengths for your project:**

- **Intermountain Electric, Inc. (IME) understands the tight labor market** that exists in Colorado today and has taken the steps to ensure that the DEN On-Call Electrical Construction project has the proper executive buy-in, along with the management and craft labor to be successful.
- **IME understands the MWBE requirements for this project and supports the promotion of opportunities for disadvantaged businesses in Colorado.** We are participating in many such programs on other projects and recognize the benefit to the entire contracting community. IME commits to meeting or exceeding the 25% requirement for this project and has an established program in place to fulfill this.
- **IME understands and embraces the value of a collaborative preconstruction effort.** IME's operations group (construction, BIM/VDC and Fabrication) is an integral part of our preconstruction effort, working hand in hand with our experienced preconstruction team. This overall IME team will coordinate all preconstruction efforts with the City and County of Denver as well as all other stakeholders, as needed.
- **Safety: With a 2019 EMR Rate of 0.67, IME takes safety seriously.** IME will develop a specific safety plan that addresses work at the Denver International Airport so that all parties involved can feel confident about the safety of visitors, pedestrians, and construction workers.
- **Quality Control:** IME uses technology in the field (Trimble, Total Station, Tablets, Cloud Computing, NavisWorks, Project Management software) to ensure quality control and track all project communication electronically.
- **BIM:** IME integrates manufacturing methods into the construction workflow, integrating BIM during preconstruction for maximum labor savings and utilizing our strong fabrication abilities to maximize schedule savings.
- **Commissioning:** IME's approach is to ensure that installed equipment / systems will perform interactively with all building and campus systems to the design intent and the City and County of Denver's operational needs.
- **Warranty Management:** Our superb service team will be engaged in the project at the time of commissioning to assure you that there is a seamless transition from construction to full building operations.

- **Proposed Project Team: IME People Work Smart and Harder:** All proposed members of the IME team have strong experience in working at DEN. They also bring to the team a combination of leadership, discipline, quality control and dedication. This allows us to control the costs and offer value driven options. **The key personnel proposed for this work, as well as any additional required resources, will be dedicated to Denver International Airport for the full duration of this agreement.**
- **IME Offers Schedule Solutions at All Stages:** IME has a solid construction plan in place to complete your project, including all task orders, and provide increased manpower as needed, so that your schedule can proceed as planned. This includes a detailed approach to obtaining manpower for the schedule of this project.

We look forward to a continued successful relationship with Denver International Airport.

Sincerely,



Tom Allen, President

Intermountain Electric, Inc.

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



## **Cost Effectiveness**

Because of our experience and the work we have already performed at your facility, we possess the historical data required to quickly produce reasonable pricing. This initial price will evolve into a final price, based on our simple and understandable approach to your task orders. We will submit only competitive pricing from qualified suppliers and subcontractors. Our Accubid Estimating System utilizes real time commodity pricing from our local distributor partners. We are able to send the bill of material to multiple vendors and have pricing back within minutes. Because of our knowledge of your facility, time spent with researching the intricacies of your campus and systems is dramatically reduced, further reducing costs. You will simply only have to review what is required for the task order. In addition to these cost control measures, our BIM, MWBE Participation, and Quality Control play a major role in meeting our budgets.

## **BIM/Fabrication**

IME's dedicated 8-person BIM department will ensure a collision free layout. BIM allows us every opportunity to fabricate in a controlled, clean environment that will present cost savings and efficiencies in the field. This also reduces re-work due to non specified material and incorrect locations.

By utilizing both BIM and Fabrication, IME is able to streamline construction, accurately counting and sorting project components for timely purchasing and efficient fabrication. Streamlining allows IME to deliver more value to the project by fabricating and delivering project components when and where they are needed. IME looks at fabrication as an integral part of the BIM process, since both are proactive approaches to construction. IME will identify fabrication opportunities during the BIM process which will create transparent coordination between our contract partners. Material storage and packaging waste are replaced by efficiency and consistent quality for your project.

This all provides an advantage to the entire team by reducing laydown and storage requirements. In addition, this takes a substantial portion of the man-hours from the unpredictable conditions of the site, to a clean, safe work environment in our fabrication facility. What sets IME apart is that the BIM and fabrication departments are a single group. By integrating BIM, total stations shop drawings and fabrication, IME has the advantage of a streamlined process.

## **MWBE Goals and Involvement**

IME has a long and successful history of partnering both in and outside of established programs. Our 20+ year relationship at Denver International Airport is just one example of the programs that we have in place.

Our teaming philosophy revolves around building long-term relationships that benefit our partners as well as our clients. We actively seek partners with specialized capabilities to meet the unique requirements of your project. These MWBE firms include first and second-tier

subcontractors and suppliers. IME has consistently met or exceeded the diversity goals of a long list of exacting clients, including more than 10 years of successful compliance with customer requirements on a wide range of projects

IME is committed to achieving the 25% MWBE inclusion goal of DEN for the On-Call Electrical Construction contract. Below are a few of the MWBE firms that we intend to utilize on this project.

- North/Western Electrical Corporation of Colorado  
10825 Irma Drive, Northglenn, CO 80233
- American Industrial & Construction Supply, Inc.  
975 E. 58th Ave., Unit C, Denver, CO 80216
- 3 D Electrics  
355 S Ursula Way, Aurora, CO 80012
- Smittick Electric, LLC  
17395 E Caspian Place, Aurora, CO 80013
- Four Star Drywall LLP DBA n/a  
2290 Dayton Street, Aurora, CO 80010-4618
- The Art of Concrete LLC  
7845 E Harvard Ave, Denver, CO 80231
- Corey Electrical Engineering, Inc.  
7822 S Wheeling Ct, Suite B Englewood, CO 80112
- JAF Concessions, LLC DBA JAF Concessions  
3217 Quivas Street, Denver, CO 80211
- SynEnergy  
8725 West 14<sup>th</sup> Ave, Suite 215, Lakewood, CO 80215
- Premisys Support Group, Inc.  
400 Corporate Cir., Unit Q, Golden, CO 80401-5625
- Creative Hardscape Company Inc  
2435 S Cody Ct, Lakewood, CO 80227
- Diversified Underground, Inc.  
2300 Cavanaugh Rd, Watkins, CO 80137

## COST EFFECTIVENESS

### **Project Quality Approach**

The project will be categorized into definable systems. A system is comprised of a piece of equipment or multiple pieces equipment that are integrated to perform the desired function. Each system is established by a series of tasks and each task is categorized into one of 5 phases of the process.

IME established phases for the project are:

1. Pre-Construction Phase
2. Construction Phase
3. Testing & Commissioning Phase

4. Turn- Over Phase
5. Final Acceptance

In summary each Phase has major activities broken down as follows:

#### **1. Pre-Construction Phase**

- a. Engineering
- b. Permitting
- c. Procurement
- d. Planning
- e. BIM
- f. Fabrication

#### **2. Construction Phase**

- a. Prepare and maintain As-Built Drawings on a daily basis throughout construction duration.
- b. Walk down the Completed System (Owner, QC Manager, Test & Startup Construction Superintendent, IME Project Manager)
- c. Create a “ZERO” punch list project.
- d. Turn-Over to Testing

#### **3. Testing & Commissioning Phase**

- a. Complete ITPs (Inspection & Test Plans)
- b. Prepare As-Built Drawings
- c. Turn-Over for Livening
- d. Walk down the Completed System (Owner, QA/QC designee, Test & Startup Manager, Construction Superintendent, IME Project Manager)
- e. Create Punch list

#### **4. Turn-Over Phase**

- a. Release System for full Operation
- b. Perform Final Walk down (Owner, QA/QC Manager, Test & Startup Manager, Construction Superintendent, IME Project Manager)
- c. Establish final Punch list

#### **5. Final Acceptance**

- a. Clear final Punch list Items
- b. Complete and Pass all Performance Testing
- c. Submit Final documentation per the contract i.e.: drawings, procedures, O&M manuals, warranty information, etc.

### **Quality Work Plan**

After engineering and procurement, the Quality Work Plan (QWP) establishes and provides the construction safety and quality control mechanism to assure the system is constructed in

accordance with all quality plans, appropriate means and methods, and conforms to the specifications, drawings and all other engineering requirements for functionality and Safety.

The QWP includes the following prior to start of work:

- 1 Description of Work Package
- 2 Defines Work to be Performed
- 3 Defines Work Areas / Limits
- 4 Pre-Job Planning
- 5 References:
  - Drawing(s)
  - RFI's
  - Specifications
  - Standards and Codes
  - Equipment Installations Manuals
- 6 Defines the sequence of Work
- 7 Complete Job and Task Hazard Analysis
- 8 Safe Work Plan
- 9 QC Checklist
- 10 Establishes System Punch List

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## Design/ Build Services

IME values a collaborative approach to design build projects. We do not have in house design capabilities and will choose our design partner based on the type of project and their expertise. Normally, we would ask for design fees from multiple consultants and choose the firm that provides the best value to the project and the customer. For each design/build project, our design partner will carry the professional liability insurance.

The consultant is involved in the QA/QC at every step to insure compliance with the specifications and codes as well as coordination with other contractors.

Past and current projects and the opportunity to integrate new building information modeling technologies have provided Intermountain Electric, Inc. (IME) extensive experience with the design build/assist project delivery approach in both greenfield and remodel projects in a wide variety of facilities. Municipal, federal, health care, higher education, commercial, airport and industrial number among the types of projects successfully completed

## Woodward, Inc. Ft. Collins, CO

When it came time to remodel their outdated Drake Road Campus in Fort Collins, Woodward trusted IME as their partner to assist with a superior design build effort for a new office space, cafeteria, and production facility. As the largest independent designer, manufacturer, and service provider of control systems and components, it was important for Woodward, Inc. to remain in production during construction. So, when they called on Intermountain Electric, Inc. to help design and build the new facilities, IME was poised for the challenge. The Intermountain team chosen for the project was no stranger to designing and building within the constraints of continually operational facilities and was well equipped to keep Woodward's productivity in motion. To that end, IME's extensive planning ensured that there was never a disruption of existing electrical services for the entirety of the project.

Working from previous building renovations drawings spanning from 1966-1978, **BCER** and the IME's Building Information Modeling (BIM) department were able to update and design a facility that would fit Woodward's needs and would be appreciated by staff and clients alike. The goal was to advance the capacity in their facilities while updating the overall feel of the offices and communal areas.

The IME BIM team created drawings and 3D modeling of the proposed designs simultaneously as they worked through the design phase. When they reached the construction document phase, they issued the drawings for permitting which allowed for 3-dimensional, spatial, trade to trade coordination. This coordination facilitated by the 3-dimensional drawings lead to a more integrated construction process with overall lower project costs.

This project more than most, had multiple design changes during the construction phase. The IME field team seamlessly communicated necessary design changes to the BIM department as required, and drawings would be updated to reflect the new design and vice versa. This dynamic field-to-drawing integration process of changes was possible due to Woodward's trust in the design team, and IME's experience on this specific site.

In the production facility, there was also a call for additional changes. New lighting features, not part of the original design, were a brilliant solution devised by IME's project manager. The project manager was able to create an entirely new lighting scheme chosen to compliment the high-bay manufacturing space while saving Woodward thousands of dollars in project cost. An added benefit- the new fixtures cut the expected wattage consumption in the production area by almost half of what was originally designed, reducing Woodward's future carbon footprint to operate and maintain the space.

The IME team was then challenged with a redesign that moved the original location of the electrical and mechanical rooms to make room for an open-air walkway deemed "main street." These crucial utility rooms serviced the majority of the office as well as part of the production area. All of the services had to be replaced and subsequently relocated to other areas to meet the new specifications.

**Other Design Build Projects:**

Gaylord of the Rockies, Denver, CO \$25,342,432

Hensel Phelps Office Build Out

EVIVA Cherokee Residence \$7,103,534

Porter Hospital Remodel \$7,619,466

Poudre Valley Hospital Part A \$6,562,229

Poudre Valley Hospital Part E \$669,607

GPS Stations at DIA \$58,762

DEN Concourse B (6) Ground Power Units \$50,000

**Past Design Build Partners**

BCER Engineering, Inc.

Corey Engineering

MDP Engineering Group

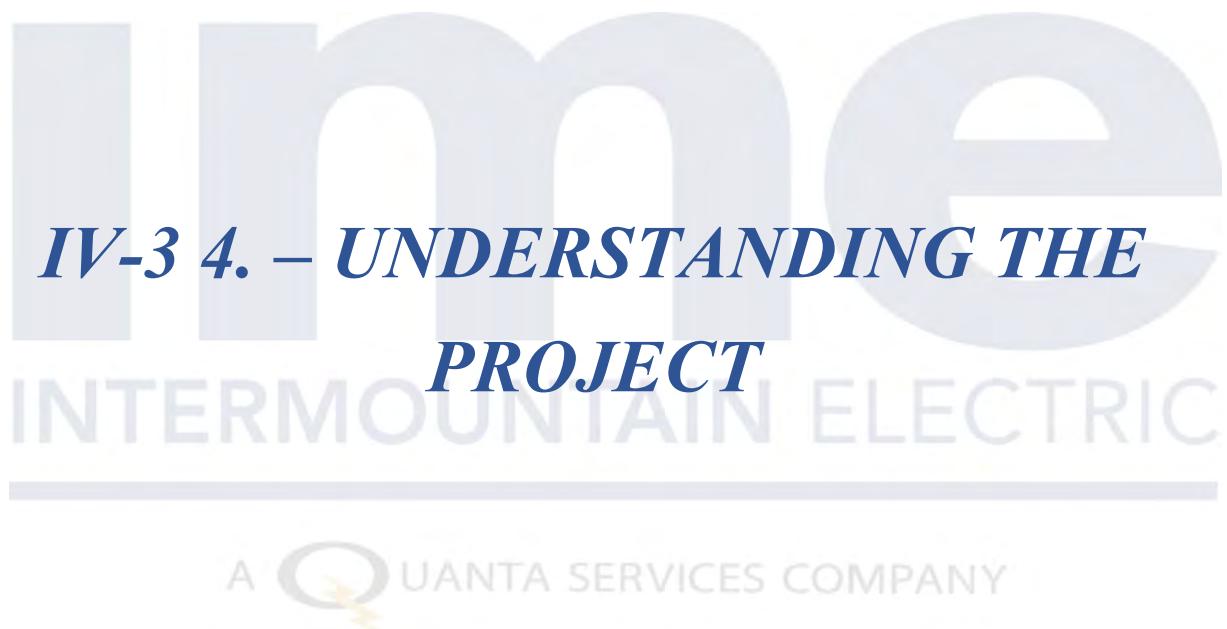
**Proposed Design Build Partners**

BCER Engineering, Inc.

Corey Engineering

SynEnergy LLC

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## **Understanding the Project**

IME has been in business since 1946 and has built relationships that provide us with the quality DEN demands. Our control procedures ensure that DEN standards are not compromised. IME has had a continual presence at DEN for over 20 years, including four previous electrical On Call contracts. During that time, we have built a core field team that works exclusively at DEN and understands how to operate in your facility. Our core team also has multiple employees with Denver Fire Alarm Licenses, Mass Notification Licenses and NICET II certificates and we are adept at acquiring Fire Alarm and Emergency Communications Systems permits as well as successfully passing DFD final inspections and closing those permits on schedule. We realize that DEN can be a challenging place to work but our extensive knowledge of airport operations allows us to complete complex projects with minimal disruptions. Our experience also brings value added cost savings to DEN by accurately estimating projects and providing seamless coordination and execution. IME has proficiency working on DEN requirements including Unifier, Textura, DSBO reporting, certified payroll and BIM modeling.

Safety has always been our top priority and we have an excellent record to prove it. We understand that safety extends beyond our own employees and is a concern for others in the facility including the traveling public. We do whatever is necessary to keep our work safe as well as secure. Having worked at DEN for decades, our team is well versed in the airport security rules and regulations and understand what it takes to comply and maintain a secure facility.

IME has been committed to service and special projects at DEN for 20 plus years. We have completed design build projects at DEN such as installing GPS stations as part of an electrical On Call, baggage conveyor retrofit projects, and for United Airlines installing new ground power units. IME is currently replacing the existing EFSO system with a new PLC based system and has recently completed the newly installed Baggage Conveyor System for United Airlines on Concourse B. IME has completed multiple projects that involve the DEN fire alarm and ECS systems including full system replacements, upgrades and remodel modifications. IME has also helped to install or replace dozens of Passenger Loading Bridges for new and existing gates as well as completing multiple solar projects at DEN.

Due to our networking capabilities, we are able to lead electrical construction in innovation. Our state-of-the-art equipment allows us to be mobile, connected, and flexible. Having these tools gives us an advantage which allows for concurrent performance on multiple work packages. In conjunction with our proven commitment to excellence, we are able to ensure DEN's satisfaction.

As in all of our work, including at your facility, our work will conform to the highest industry standards. A Colorado company since 1946, IME has been recognized as the premiere electrical

**Intermountain Electric, Inc.****RFP #201952443****On Call Electrical Construction**

contractor in the state, with offices also in Reno, NV and Windsor, CO. With this legacy, our goal continues to be to provide a quality product, on time and within budget. All materials and workmanship will conform to specifications. The assurance of this is backed by our management team with over 60 years of combined experience at DEN. As DEN Director of Special Projects and Service, George Griffiths, along with his team, can continue to provide a focused effort toward electrical contracting excellence. IME affirms our commitment to be a valued electrical construction provider at your facility.

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**IV-3 5. – PROPOSED WORK PLAN  
AND APPROACH**

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A QUANTA SERVICES COMPANY

## **Proposed Work Plan and Approach**

As we have demonstrated with our past performance, we will continue to provide effective communication during all work with DEN. Being a well-integrated organization, both internally and with other stakeholders and contractors at DEN, ensures channels for this communication. We are always available and eager to discuss our operations with you. It is vital to us that you understand what you are contracting our expertise for, without any surprises. Effective communication eliminates wasted time, resulting in further positive attitudes, meaningful relationships, and a spirit of cooperation that reinforces what the City and County of Denver seeks: constructive participation in their projects.

Mr. Griffiths has the support to respond to your task orders. Our project staffing will continue to respond efficiently to task orders, just as we have previously demonstrated. As previously stated, George Griffiths, Robert Kolpitcke, Chris Taylor, and Connor Vonesh have the experience and knowledge to efficiently and effectively respond to task orders. Further, our diligently executed procedures ensure that work is completed to your satisfaction. Detailed scheduling and safety are woven into our daily activities regardless of the project size. Resumes for our team members are included at the end of this document and also by [clicking this link](#).

## **Scheduling Expertise**

At IME, we carefully coordinate each and every critical item, its submittal and approval, projected delivery date, possible alternatives if delivery or approval is a major problem and make sure that the construction schedule will not be jeopardized by our work. We feel our success in this area is one of the reasons that we are still here after more than sixty years in the electrical construction business.

Historically, the electrical contractor is very dependent on the progress of other crafts. This can cause many problems for the electrical contractor in scheduling. However, on a project such as this where we are contracted directly to City and County of Denver, we will control the schedule to ensure project milestones are met. Prior to construction the Project Manager will create a detailed schedule of activities along with time and manpower requirements. We will seek the input of any of our subcontractors thereby eliminating any finger pointing and problems during construction.

The Project Manager has the responsibility to review any items that could affect the schedule. Any changes would immediately be brought to the owner's attention for evaluation, in order to minimize disruptions or delays.

We are presently using Primavera P6 for scheduling and Primavera Expedition for our project management and scheduling software.

## Safety

Safety is at the foundation of our values at IME, and as such, we have the track record to prove it. Our EMR rate is well below the national average as displayed by the information below. Daily safety meetings, toolbox meetings, and our very own IME Safety Apps allow IME's employees to work many of the safest jobsites in the industry.

### EMR Hours Worked

.66 effective 5/1/15 747,650  
 .67 effective 5/1/16 659,069  
 .64 effective 5/1/17 682,647  
 .68 effective 5/1/18 565,182  
 .67 effective 5/1/19 694,313

IME's innovative safety apps put the power in the hands of the user at all levels of the company. Developed in the last year by IME's in-house Innovation Department, the **Job Site Safety Assessment App (JSSA,)** **Pre-task Safety Planning App (PSP,)** and **Safety Observation Card App (SOC,)** have revolutionized the way that safety is addressed within the company. From apprentices to Superintendents and beyond, our App based Safety Department is at the forefront of how safety is addressed within the construction industry.

### JSSA (Job Site Safety Assessment)

IME's JSSA is a mobile based auditing tool that is provided to employees for recording the identification of jobsite hazard points through OSHA standards, in addition to electrical and other highly known construction hazards. Employees (foreman and above) on site as well as management and executive teams are all tasked with utilizing the app to ensure that all hazards on site are identified and mitigated. Upon completion, the JSSAs are distributed throughout the company for maximum benefit. Use of this app is required on all jobs over 120 hours and will be used weekly if not daily depending on the complexity of the scope of work.

**PROPOSED WORK PLAN AND APPROACH**

**Job Information**

Job Name: IME Business Development  
 Job Number: 50130130  
 WO Name:  
 WO Number:  
 Project Manager: Scance, Allison Woodworth  
 Field Supervision: Richard, David

**Primary Reviewer1** ascance@imeselect.com  
 Scance, Allison Woodworth

**Other Reviewer 1** drichard@imeselect.com  
 Richard, David

**Other Reviewer 2** Select Review 2

**Subjects**

- 1-5. General Safety
- 6. PPE
- 7. Lockout / Tagout
- 8. Energized Elect Work
- 9. Temporary Power
- 10. Confined Space
- 11. Employee Training
- 12. Haz/Flammable Material
- 13. Welding / Cutting
- 14. Ladders / Scaffolds
- 15. Excavations
- 16. Hoisting, Rigging & Cranes
- 17. Tools
- 18. Equipment / Vehicles
- 19. Aerial Lift / Fork Lift
- 20. Worksite Conditions
- 21. Miscellaneous
- 22. Behaviors

**Equipment / Vehicles**

**18. Equipment / Vehicles**

Yes - For All  
 NA - For All

**18a. Safe Working Condition**

Yes  
 Immediately Corrected  
 Correction Needed  
 Not Applicable

**18a. Comments**

**18a. Date**

**18b. Seat Belts Being Used**

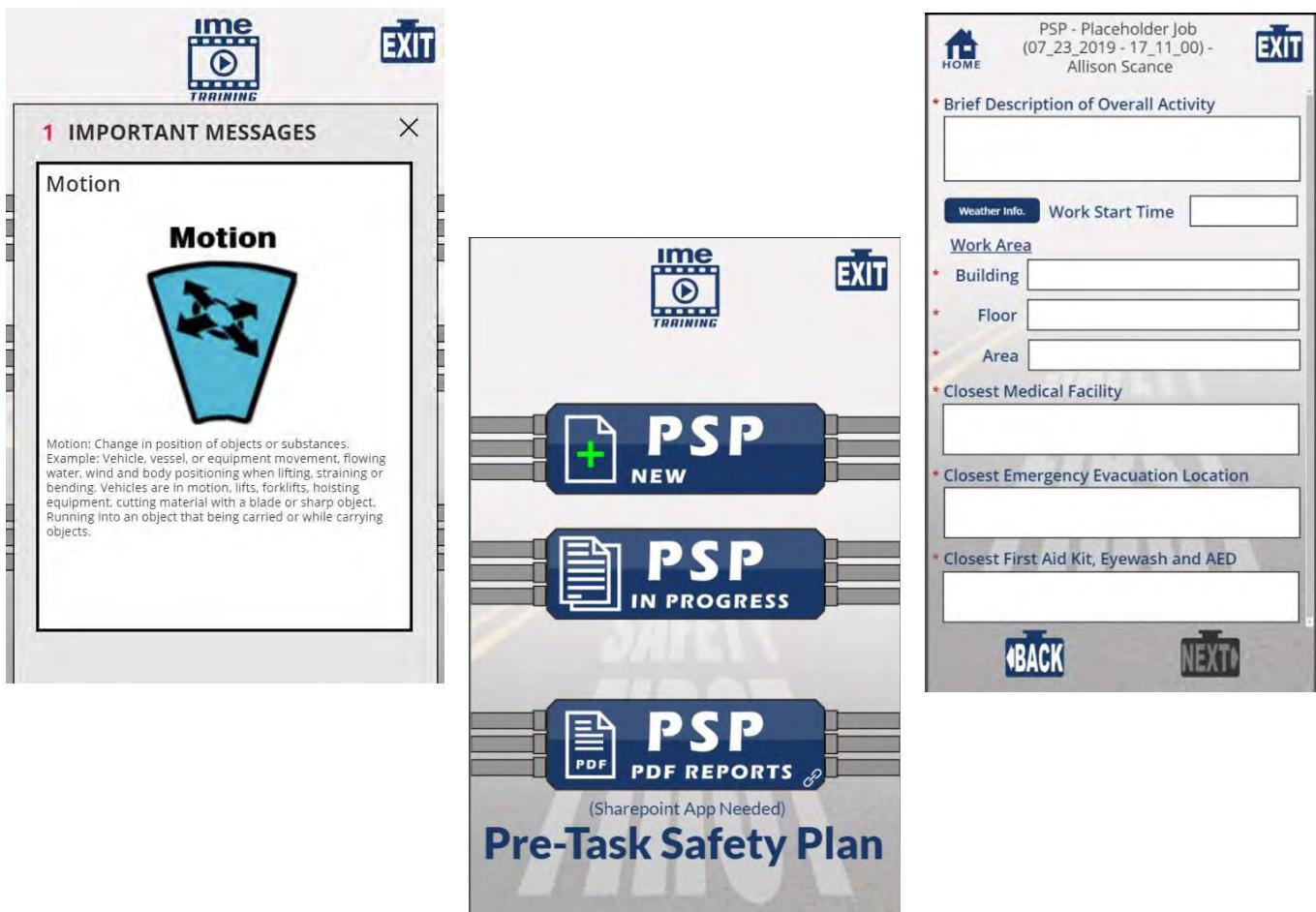
Yes  
 Immediately Corrected  
 Correction Needed  
 Not Applicable

**18b. Comments**

**18b. Date**

**PSP (Pre-task Safety Planning)-**

The PSP is also a mobile based app is also an audit tool that is provided to all employees for real time reporting that is utilized daily by crews onsite to predetermine how to mitigate hazards associated with the planned work for the day. The reported PSPs are then distributed amongst the Executive Safety Committee and reviewed to address the issues onsite, creating an open channel of communication about the daily hazards onsite for each crew member. This allows the leadership team to apply their years of experience in finding solutions for reported issues. This collaboration between the field and leadership has led to a very positive outcome in open communication. Additionally, because the app is accessed daily by every field employee, we have begun to use it as a deployment tool for added safety information in the form of “pop up tips” that are added each 24 hours. The subject matter ranges from refresher material to addressing specific occurrences that may be valuable in preventing similar issues.

**PROPOSED WORK PLAN AND APPROACH**

**SOC (Safety Observation Cards)-**

The mobile based SOC App is provided to all employees for ease of recording and correcting hazards in real time. This app is provided to all levels of personnel within the company and gives employees the power and authority to utilize their stop work ability by identifying and mitigating hazards. Each SOC, after being submitted is sent to the Safety Department and subsequently reviewed by the committee. If correction is needed it is directly addressed by the employee and site leadership.

The screenshot displays the Safety Observation App interface. It includes a sidebar with a gear background and icons for 'NEW PROJECT' and 'NEW ITEM'. The main screen shows a 'Select Project' step with a message: 'Currently, No Projects in this App. Use the New Project button to add a Project.' A modal window shows project details: Job Name: IME-Business Development, Job Number: 50130130, Project Manager: Scance, Allison Woodworth, and Field Supervision: Richard, David. The next screen is titled 'Safety Observation' and shows a list of observations. One observation is selected, showing fields for 'Name of Submitter' (Allison Scance), 'Location of Hazard', 'Identified Hazard / Need', 'Corrective Action Taken', and 'Additional Comments'. The 'Item Date' is set to 7/24/2019. The final screen is titled 'Add a Safety Observation' with fields for 'Additional Corrective Action Needed', 'Hazard Types' (with a dropdown menu), and 'Images (2 Max)' which indicates 'There is nothing attached.' Both screens have a 'SUBMIT' button at the bottom.

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**IV-3 6. – COMPANY EXPERIENCE &  
QUALIFICATIONS**

A QUANTA SERVICES COMPANY

## Company Experience & Qualifications

### Project Experience

Within the past 5 years, IME has been awarded over 225 individual contracts at DEN, with values ranging from \$1,000 up to \$17,000,000. During this time at DEN, our **average project value is over \$325,000**. IME is proud of our ability to provide service on such a variety of project sizes and to scale our workforce appropriately and quickly for the scope of work.

Throughout our tenure at DEN over the past 20+ years, we have developed a unique project approach that is tailored to the specific requirements of successfully executing work to meet the dynamic challenges faced in an operating airport. Each project carries forward and applies lessons learned to continue to improve our project execution; coordinating material deliveries, required working hours, security and badging, working with our MWBE partners, and communicating with the airlines, tenants, DEN and DEN facilities. Each component allows our team to perform the work in a way that minimizes disruptions to the ongoing DEN operations, while providing solutions for each project that integrates with the DEN project manager's expectations.

### Denver International Airport United Airlines Restack – Denver, CO

Project Description: Relocation of United Airlines employee spaces. Work included tenant improvements, circuitry to mechanical equipment; wiring devices, distribution and feeders, and grounding for electrical, phone, and data; light fixtures; and fire alarm installation.

Contract Value: \$3,575,042.00 Self Performed

Contact: Mike Crase – Gilmore Construction – 303-371-5700

Outcome/Result: On time, On Schedule

### Denver International Airport Jeppesen Terminal Fire Alarm Replacement – Denver, CO

Project Description: Replacement of fire alarm devices, wiring and accessories, migrating fire alarm from EST system to new SimplexGrinnel fire alarm system. Work included testing, maintaining fire alarm throughout project, and integration of new system.

Contract Value: \$3,304,095.00 Self Performed

Contact: Tracy LaForrest – 303-342-2405

Outcome/Result: On time, On Schedule

**Intermountain Electric, Inc.****RFP #201952443****On Call Electrical Construction****COMPANY EXPERIENCE & QUALIFICATIONS****Denver International Airport Emergency Communications Center – Denver, CO**

Project Description: Demo temporary emergency communication system (ECS) wire and speakers and install a permanent ECS system in its place in Concourses A, B, and C.

Contract Value: \$1,324,018.00 Self Performed

Contact: City and County of Denver - Gian Catano – 303-342-2620

Outcome/Result: On time, On Schedule

**Denver International Airport AGTS Central Control – Denver, CO**

Project Description: This project is expansion of the rail for the additional of new rail switch for the passenger train. Provide new power and controls for new cabinets to power tracks and switches for the train.

Contract Value: \$2,559,036.00 Self Performed

Contact: Bombardier Transportation – Steve Krier – steve.t.krier@rail.bombardier.com

Outcome/Result: On time, On Schedule

**Denver International Airport DEN 3 CEC Solar 3 – Denver, CO**

Project Description: Solar system installation for City and County of Denver at DEN.

Contract Value: \$1,014,531.00 Self Performed

Contact: City and County of Denver

Outcome/Result: On time, On Schedule

**Denver International Airport United Airlines OR – Denver, CO**

Project Description: Rebuild and extension of United Airline's Outdoor Operations Network and Ramp Information Display system at DEN's Concourse B. Work included the installation of nearly 26 miles of CAT 6 cabling and Network Interface Enclosures (NIEs).

Contract Value: \$2,620,724.00 Self Performed

Contact: Mike Crase – Gilmore Construction – 303-371-5700

Outcome/Result: On time, On Schedule

**Denver International Airport South Terminal Switch – Denver, CO**

Project Description: Replace train controls with new Bombardier BT system. Add new crossover, switches and replace signage

Contract Value: \$2,559,035.00 Self Performed

Contact: Bombardier Transportation – Steve Krier – steve.t.krier@rail.bombardier.com

Outcome/Result: On time, On Schedule

**Denver International Airport On-Call Electrical Construction Contracts – Denver, CO**

Project Description: Three \$4 million Electrical on call contracts with 100 plus Task projects, including installation of mustang art lighting, GIDS concourse B phase #1,2,3, mayors monitors AGTS train, platform lamp and ballast replacement, concourse A,B,C fids, concourse A generator, water damaged switchgear, AGTS tunnel conduit repair, parking garage inverter, replacement bombardier AGTS fiber, concourse A commuter pole lights, and white paging phones, **Design Build, Car charging Stations**, security systems, fire alarm systems, main power and distribution systems, communication systems, lighting systems, CCTV. Finished on budget and per schedule.

Contract Value: \$4,000,000.00+ Self Performed

Contact: Gian Catano - 303-342-2620

Outcome/Result: On time, On Schedule

**Security is Important to Us**

Having been onsite at DEN since 1993, IME is well acquainted with the specific security measures required on a project taking place in an operational airport. Not only have we embraced the security procedures for DEN, but we have also demonstrated our compliance for these companies:

- Lockheed Martin
- Raytheon
- Time Warner
- Henderson Mine and Mill
- Xcel Energy: 20+ Locations
- City of Aurora
- City of Denver

- Children's Hospital Colorado
- Verizon Wireless
- Level 3 Communications
- United States Government: Fort Carson

IME holds in high regard the safeguarding of confidential information with which we have been entrusted as an organization. IME has proven its ability to adhere to all security standards set by DEN.

Examples of these measures include:

- Complying to badging requirements as specified
- Background checks performed on all IME employees
- Fingerprinting as specified
- Controlled access measures
- Written confirmation of US Citizenship as required
- Removing all materials / tools from sterile areas
- Abiding by rigorous Drug / Alcohol policy
- Using document security as specified

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**IV-3 7. – SCHEDULE OF RATES AND  
MARK-UPS**

**INTERMOUNTAIN ELECTRIC**

A QUANTA SERVICES COMPANY

Provided separately per the RFP

*Denver International Airport  
On-Call Electrical Construction  
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***ATTACHMENT 2 PART 1 –  
PROPOSAL ACKNOWLEDEMENT  
INTERMOUNTAIN ELECTRIC  
LETTER***

A QUANTA SERVICES COMPANY

**VI. ATTACHMENT 2, PROPOSAL FORMS****Attachment 2, Part 1 Proposal Acknowledgement Letter****City and County of Denver  
Denver International Airport**Proposer: Intermountain Electric, Inc. Date: 3/13/20

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

In response to the Request for Proposal (RFP) dated February 12, 2020, for RFP NO. 201952443, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

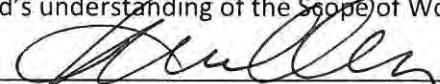
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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

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

Addenda Numbers: 1

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

Signature: Type or print name: Tom Allen, PresidentProposer's Business Address: 5050 Osage St. #500 Denver, CO 80221E-mail address: tallen@imelect.com

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**ATTACHMET 2 PART 2 – PROPOSAL  
DATA FORM**  
**INTERMOUNTAIN ELECTRIC**

A  QUANTA SERVICES COMPANY

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

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

Proposer Name: Intermountain Electric, Inc.

Proposer Address: 5050 Osage St. #500 Denver, CO 80221

Phone: 303-282-4362 Fax: \_\_\_\_\_

Email: tallen@imelect.com

Federal Identification Number: 84-0906573

Principal in Charge (Name & Title): Tom Allen, President

Project Manager for this RFP (Name & Title): Robert Kolpitcke, Project Manager

Equal Employment Opportunity Officer: Robert Brown Vice President

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

Old Republic Insurance Company, ACE Property & Casualty Insurance Co,

Various Lloyd's Syndicates, Illinois Union Insurance Company

**Parent Company Information  
(If Applicable)**

Name of Company: Quanta Services, Inc.

Address: 2800 Post Oak Blvd; Suite 2600 Houston, TX 77056

Phone: 713-629-7600 Fax: \_\_\_\_\_

Contact Person: Ryan Manthey

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

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: Colorado

**Is this a joint venture?**

- YES
- NO

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

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

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**CERTIFICATION**

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

Signature



Title President

Print Name Tom Allen

Date 3/13/20

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*

***ATTACHMENT 2 PART 3 –  
DISCLOSURE OF LEGAL AND  
ADMINISTRATIVE PROCEEDING***

A QUANTA SERVICES COMPANY

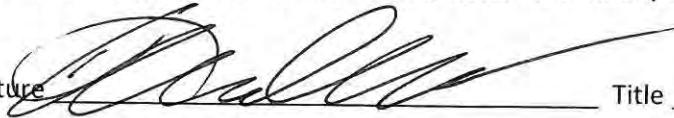
**Attachment 2, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition**

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

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

The undersign affirms that Intermountain Electric, Inc(Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature



Title President

Print Name Tom Allen

Date 3/13/20

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

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*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*

**ATTACHMENT 2 PART 4 – MWBE  
FORMS**  
**INTERMOUNTAIN ELECTRIC**

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A QUANTA SERVICES COMPANY

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



A QUANTA SERVICES COMPANY



**DENVER**  
ECONOMIC DEVELOPMENT  
& OPPORTUNITY

## COMMITMENT TO MWBE PARTICIPATION

Division of Small Business Opportunity  
Denver International Airport  
Compliance Unit  
Main Terminal, Level 6  
Denver, CO 80249  
Phone: 303-342-2180  
[DSBO@flydenver.com](mailto:DSBO@flydenver.com)

**The undersigned has satisfied the MWBE participant requirements in the following manner  
(Please check the appropriate box):**

The Bidder/Proposer is committed to the minimum 25 % **MWBE** utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:

**Hard Bids:** Three (3) business days after the bid opening.

**Request for Proposals/Qualifications:** With the proposal when due.

**Compliance Plans:** With each task/work order

The Bidder/Proposer is unable to meet the project goal of \_\_\_\_\_ % **MWBE**, but is committed to a minimum of \_\_\_\_\_ % **MWBE** utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or no later than **three (3)** days after bid opening as a matter of responsibility as in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 to the Division of Small Business Opportunity.

The Bidder/Proposer is a certified **MWBE** in good standing with the City and is committed to self-perform a minimum of \_\_\_\_\_ % of the work on the contract.

Bidder/Proposer (Name of Firm): Intermountain Electric, Inc.

Firm's Representative (Please print): Brad Faelber

Signature (Firm's Representative):

Title: Preconstruction Manager

Address: 5050 Osage St. #500

City: Denver

State: CO

Zip: 80221

Phone: 303-715-2816

Fax:

Email: [bfaelber@imelect.com](mailto:bfaelber@imelect.com)

**A copy of the MWBE Certification letter must be attached to each Letter of Intent (LOI).**

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*

***LIST OF PROPOSED MWBE  
BIDDERS, SUBCONSULTANTS, AND  
SUPPLIERS***

A QUANTA SERVICES COMPANY



**List of Proposed  
MWBE  
Bidders, Subconsultants,  
Suppliers (Manufacturers) or  
Brokers**

Division of Small Business Opportunity  
Denver International Airport  
Compliance Unit  
Main Terminal, Level 6  
Denver, CO 80249  
Phone: 303-342-2180  
[DSBO@flydenver.com](mailto:DSBO@flydenver.com)

**City & County of Denver Contract No.: 201952443**

The undersigned Bidder proposes to utilize all listed firms. The following MWBE(s) firms listed are **CURRENTLY** certified by the City and County of Denver. Only the level of MWBE participation listed at the bid opening will count toward satisfaction of the project goal. Only bona fide commissions may be counted for Brokers. MWBE prime bidders must detail their bid information below. Please copy and attach this page to list additional MWBE.

**Prime Bidder**

Business Name: Intermountain Electric, Inc.	Contact Person: Robert Kolpitcke	
Address: 5050 Osage St. Denver CO, 80221		
Type of Service: Electrical	Dollar Amount: \$: TBD	Percent of Project: 25%

**Certified MWBE Prime Bidder**

Business Name: N/A	Contact Person: N/A	
Address: N/A		
Type of Service: N/A	Dollar Amount: \$: N/A	Percent of Project: N/A

**Subconsultants, Suppliers Manufacturers or Brokers (check one box)**

<input checked="" type="checkbox"/> Subconsultant (✓)	<input checked="" type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
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Business Name: North/Western Electrical Corporation of Colorado

Address: 10825 Irma Drive Northglenn CO, 8023	Type of Service: Electrical labor/materials
Contact Person: Jeff Vera	Dollar Amount: \$: TBD
	Percent of Project: 2%

<input type="checkbox"/> Subconsultant (✓)	<input checked="" type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
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Business Name: American Industrial & Construction Supply, Inc.

Address: 975 E. 58th Ave. Unit C Denver, CO 80	Type of Service: Material vendor
Contact Person: Michael LeDoux	Dollar Amount: \$: TBD
	Percent of Project: 5%

<input checked="" type="checkbox"/> Subconsultant (✓)	<input checked="" type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
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Business Name: 3 D Electrics

Address: 355 S Ursula Way Aurora, CO 80012	Type of Service: Electrical labor/materials
Contact Person: Darnell Brown	Dollar Amount: \$: TBD

<b>Subconsultants, Suppliers Manufacturers or Brokers (check one box)</b>				
<input checked="" type="checkbox"/> Subconsultant (v)	<input checked="" type="checkbox"/> Supplier (v)	<input type="checkbox"/> Manufacturer (v)	<input type="checkbox"/> Broker (v)	
Business Name: Smittick Electric, LLC				
Address: 17395 E Caspian Place Aurora, CO 80016		Type of Service: Electrical labor/materials		
Contact Person: Joe Smittick		Dollar Amount: \$: TBD	Percent of 2% Project:	
<input checked="" type="checkbox"/> Subconsultant (v)	<input type="checkbox"/> Supplier (v)	<input type="checkbox"/> Manufacturer (v)	<input type="checkbox"/> Broker (v)	
Business Name: Four Star Drywall LLP DBA				
Address: 2290 Dayton Street, Aurora, CO 80010		Type of Service: Drywaller		
Contact Person: Mirna Rameriz		Dollar Amount: \$: TBD	Percent of 1% Project:	
<input checked="" type="checkbox"/> Subconsultant (v)	<input type="checkbox"/> Supplier (v)	<input type="checkbox"/> Manufacturer (v)	<input type="checkbox"/> Broker (v)	
Business Name: The Art of Concrete LLC				
Address: 7845 E Harvard Ave, Denver, CO 80233		Type of Service: Concrete		
Contact Person: Karen Keyes		Dollar Amount: \$: TBD	Percent of 1% Project:	
<input checked="" type="checkbox"/> Subconsultant (v)	<input type="checkbox"/> Supplier (v)	<input type="checkbox"/> Manufacturer (v)	<input type="checkbox"/> Broker (v)	
Business Name: Corey Electrical Engineering, Inc.				
Address: 7822 S Wheeling Ct. Suite B Englewood, CO 80111		Type of Service: Engineering		
Contact Person: Holly Petro		Dollar Amount: \$: TBD	Percent of 1% Project:	
<input type="checkbox"/> Subconsultant (v)	<input checked="" type="checkbox"/> Supplier (v)	<input type="checkbox"/> Manufacturer (v)	<input type="checkbox"/> Broker (v)	
Business Name: JAF Concessions, LLC DBA JAF Concessions				
Address: 3217 Quivas Street, Denver, CO 80211		Type of Service: Material vendor		
Contact Person: Jennifer Winchester		Dollar Amount: \$: TBD	Percent of 5% Project:	
<input checked="" type="checkbox"/> Subconsultant (v)	<input type="checkbox"/> Supplier (v)	<input type="checkbox"/> Manufacturer (v)	<input type="checkbox"/> Broker (v)	
Business Name: SynEnergy				
Address: 8725 West 14th Ave, Suite 215, Lakewood, CO 80401		Type of Service: Engineering		
Contact Person: Mina (Ishimine) McCullom		Dollar Amount: \$: TBD	Percent of 1% Project:	
<input checked="" type="checkbox"/> Subconsultant (v)	<input type="checkbox"/> Supplier (v)	<input type="checkbox"/> Manufacturer (v)	<input type="checkbox"/> Broker (v)	
Business Name: Premisys Support Group, Inc.				
Address: 400 Corporate Cir., Unit Q, Golden, CO 80401		Type of Service: Low Voltage Cable		
Contact Person: John Yanello		Dollar Amount: \$: TBD	Percent of 3% Project:	

<b>Subconsultants, Suppliers Manufacturers or Brokers (check one box)</b>							
<input checked="" type="checkbox"/>	Subconsultant (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)
Business Name: Creative Hardscape Company Inc							
Address: 2435 S Cody Ct. Lakewood, CO 80227				Type of Service: Pavers			
Contact Person: Dianne Gandora				Dollar Amount: \$: TBD		Percent of Project:	
<input checked="" type="checkbox"/>	Subconsultant (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)
Business Name: Diversified Underground, Inc.							
Address: 2300 Cavanaugh Rd, Watkins, CO 801				Type of Service: Underground Hydrovac			
Contact Person: Aaron Fishman/Donna Puckett				Dollar Amount: \$: TBD		Percent of Project:	
<input type="checkbox"/>	Subconsultant (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)
Business Name:							
Address:				Type of Service:			
Contact Person:				Dollar Amount: \$:		Percent of Project:	
<input type="checkbox"/>	Subconsultant (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)
Business Name:							
Address:				Type of Service:			
Contact Person:				Dollar Amount: \$:		Percent of Project:	
<input type="checkbox"/>	Subconsultant (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)
Business Name:							
Address:				Type of Service:			
Contact Person:				Dollar Amount: \$:		Percent of Project:	
<input type="checkbox"/>	Subconsultant (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)
Business Name:							
Address:				Type of Service:			
Contact Person:				Dollar Amount: \$:		Percent of Project:	
<input type="checkbox"/>	Subconsultant (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





Office of Economic Development  
**Division of Small Business Opportunity**  
 Denver International Airport  
 Airport Office Building, Suite 7810  
 8500 Pena Blvd  
 Denver, CO 80249  
 Phone: 303-342-2180 Fax: 303-342-2190

## LETTER OF INTENT (LOI)

### INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No:	201952443	Project Name:	On-Call Electrical Contract		
<b>A. The Following Section is To Be Completed by the Bidder/Consultant</b>					
Name of Bidder/Consultant/Prime:	Intermountain Electric		Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contact Person:	Robert Kolpitcke	E-mail:	rkolpitcke@imelect.com		
Address:	5050 Osage Street, Suite 500		Phone:	303-342-4465	
City:	Denver		State:	CO	Zip: 80221

<b>B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, OR SBE, AT ANY TIER</b>					
Name of Certified Firm:	<i>North Western Electrical Corporation of Colorado</i>		Phone:	303-452-8576	
Contact Person:	Jeff Vera	E-mail:	<i>jeff.vera@northwesternelec.com</i>		
Address:	<i>10825 Ima Dr.</i>		State:	CO	Zip: 80233
City:	<i>Northglenn</i>		DBE	<input checked="" type="checkbox"/>	EBE <input type="checkbox"/> M/WBE <input checked="" type="checkbox"/> SBE <input checked="" type="checkbox"/>
Please check the designation which applies to the certified firm:					
Indirect Utilization: If this DBE, EBE, M/WBE, or SBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:					
Being utilized by:	Intermountain Electric, Inc.				
<b>A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED</b>					
Identify the scope of work to be performed or supply item that will be provided by the DBE, EBE, M/WBE, or SBE. <u>On unit price bids only, identify which bid line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.</u>					

Identify how the DBE, EBE, M/WBE, or SBE will be utilized: Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier <input type="checkbox"/> Broker <input type="checkbox"/>					
<b>Bidder/Prime</b> intends to utilize the aforementioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:					
\$ \$	2 %				
<b>Consultant</b> intends to utilize the aforementioned DBE, EBE, M/WBE, or SBE for the Work/Supply described above. The percentage of the work of the total sub consultant DBE, EBE, M/WBE, SBE will perform is: %					
If the fee amount of the work to be performed is requested, the fee amount, is: \$					
<b>THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE</b>					
Bidder/Consultant/Prime's Signature:				Digitally signed by Robert Kolpitcke Date: 2020.03.11 14:20:52-06'00'	
Title:	Project Manager	Date:	3/11/2020		
DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature:				Date: 3/10/2020	
Title:	<i>Vice President of Operations</i>		Date:	3/10/2020	

If the above named Bidder/Consultant/Prime is not determined to be the successful Bidder/Consultant/Prime, this Letter of Intent shall be null and void.



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

November 12, 2019

Enrique I. Vera  
North/Western Electrical Corporation of Colorado  
10825 Irma Dr  
Northglenn, CO 80233

Dear: Enrique I. Vera:

The Division of Small Business Opportunity is pleased to inform you that North/Western Electrical Corporation of Colorado is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

North/Western Electrical Corporation of Colorado is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION  
 CO UCP NAICS 237130: UNDERGROUND CABLE (E.G., CABLE TELEVISION, ELECTRICITY, TELEPHONE) LAYING  
 CO UCP NAICS 237130: UTILITY LINE (I.E., COMMUNICATION, ELECTRIC POWER), CONSTRUCTION  
 CO UCP NAICS 238210: ALARM SYSTEM (E.G., FIRE, BURGLAR), ELECTRIC, INSTALLATION ONLY  
 CO UCP NAICS 238210: ELECTRICAL CONTRACTORS  
 CO UCP NAICS 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION  
 CO UCP NAICS 238210: HIGHWAY, STREET AND BRIDGE LIGHTING AND ELECTRICAL SIGNAL INSTALLATION  
 CO UCP NAICS 238210: LIGHTING SYSTEM INSTALLATION  
 CO UCP NAICS 238210: LOW VOLTAGE ELECTRICAL WORK  
 CO UCP NAICS 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE) INSTALLATION CONTRACTORS

The anniversary date of your firm's DBE certification is October 24, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

Enrique I. Vera  
North/Western Electrical Corporation of Colorado DBA N/A  
10825 Irma Dr  
Northglenn, CO 80233

Dear Enrique I. Vera:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C.  
Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved North/Western Electrical Corporation of Colorado DBA N/A for certification as a Small Business Enterprise (SBE). North/Western Electrical Corporation of Colorado DBA N/A will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

October 25, 2019 to October 24, 2020

Listed below is each NAICS code for which North/Western Electrical Corporation of Colorado DBA N/A is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION  
DENVER 237130: UNDERGROUND CABLE (E.G., CABLE TELEVISION, ELECTRICITY, TELEPHONE) LAYING  
DENVER 238210: ALARM SYSTEM (E.G., FIRE, BURGLAR), ELECTRIC, INSTALLATION ONLY  
DENVER 238210: ELECTRICAL CONTRACTORS  
DENVER 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION  
DENVER 238210: HIGHWAY, STREET AND BRIDGE LIGHTING AND ELECTRICAL SIGNAL INSTALLATION  
DENVER 238210: LIGHTING SYSTEM INSTALLATION  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK  
DENVER 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE)  
INSTALLATION CONTRACTORS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that SBE Certifications are for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity

Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [NORTHWESTERN@NORTHWESTERNELEC.COM](mailto:NORTHWESTERN@NORTHWESTERNELEC.COM)

Sent on: 10/25/2019 3:58:49 PM

System ReferenceID:

Enrique I. Vera  
North/Western Electrical Corporation of Colorado  
10825 Irma Dr  
Northglenn, CO 80233

Dear Enrique I. Vera:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved North/Western Electrical Corporation of Colorado for certification as a Minority/Women Business Enterprise (M/WBE). North/Western Electrical Corporation of Colorado will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

October 25, 2019 to October 24, 2020

Listed below is each NAICS code for which North/Western Electrical Corporation of Colorado is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION  
DENVER 237130: UNDERGROUND CABLE (E.G., CABLE TELEVISION, ELECTRICITY, TELEPHONE) LAYING  
DENVER 238210: ALARM SYSTEM (E.G., FIRE, BURGLAR), ELECTRIC, INSTALLATION ONLY  
DENVER 238210: ELECTRICAL CONTRACTORS  
DENVER 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION  
DENVER 238210: HIGHWAY, STREET AND BRIDGE LIGHTING AND ELECTRICAL SIGNAL INSTALLATION  
DENVER 238210: LIGHTING SYSTEM INSTALLATION  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK  
DENVER 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE)  
INSTALLATION CONTRACTORS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver

P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [NORTHWESTERN@NORTHWESTERNELEC.COM](mailto:NORTHWESTERN@NORTHWESTERNELEC.COM)

Sent on: 10/25/2019 3:57:12 PM

System ReferenceID:

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





Office of Economic Development  
Division of Small Business Opportunity  
Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Blvd  
Denver, CO 80249  
Phone: 303-342-2180 Fax: 303-342-2190

## LETTER OF INTENT (LOI)

### INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No:	201952443	Project Name:	On-Call Electrical Contract		
<b>A. The Following Section is To Be Completed by the Bidder/Consultant</b>					
Name of Bidder/Consultant/Prime:	Intermountain Electric		Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contact Person:	Robert Kolpitcke	E-mail:	rkolpitcke@imelect.com		
Address:	5050 Osage Street Suite 500		Phone:	303-342-4465	
City:	Denver	State:	CO	Zip:	80221

<b>B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, or SBE, AT ANY TIER</b>					
Name of Certified Firm:	American Ind.-Consr. Supply Inc.		Phone:	303-292-5424	
Contact Person:	Michael D. Leddy		E-mail:	Michael@ACIScolorado.com	
Address:	975 EAST 38 <sup>th</sup> Ave. Unit "C"		City:	CO	Zip: 80246
Please check the designation which applies to the certified firm:	DBE <input checked="" type="checkbox"/>	EBE <input type="checkbox"/>	M/WBE <input type="checkbox"/>	SBE <input type="checkbox"/>	
<b>Indirect Utilization:</b> If this DBE, EBE, M/WBE, or SBE is not a direct first tier subcontractor/subconsultant, supplier or borker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subconsultant, suppler ro bokers whch is utilizing the partciaption of this firm:					
Being utilized by:	Intermountain Electric, Inc.				
<b>A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED</b>					
<b>Identify the scope of work to be performed or supply item that will be provied by the DBE, EBE, M/WBE, or SBE. <u>On unit price bids only,</u> identify which bide line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.</b>					

Identify how the DBE, EBE, M/WBE, or SBE will be utilized:		Subcontractor <input type="checkbox"/>	Subconsultant <input type="checkbox"/>	Supplier <input type="checkbox"/>	Broker <input type="checkbox"/>
<b>Bidder/Prime</b> intends to utilize the aforementioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:					
\$ \$	2%				
<b>Consultant</b> intends to utilize the aforementioned DBE, EBE, M/WBE, or SBE for the Work/Supply described above. The percentage of the work of the total sub consultant DBE, EBE, M/WBE, SBE will perform is:					
If the fee amount of the work to be performed is requested, the fee amount, is: \$					
<b>THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE</b>					
Bidder/Consultant/Prime's Signature:		<div style="display: inline-block; vertical-align: middle; text-align: right; font-size: small;">           Digitally signed by Robert Kolpitcke            Date: 2020.03.11 13:53:19-06'00'         </div>			
Title:	Project Manager	Date:	3/11/2020		
DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature:					
Title:	Vice President	Date:	3-11-2020		

If the above named Bidder/Consultant/Prime is not determined to be the successful Bidder/Consultant/Prime, this Letter of Intent shall be null and void.

Veronica LeDoux <[veronica@aicscolorado.com](mailto:veronica@aicscolorado.com)>

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**City and County of Denver: DBE Approval**

3 messages

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**City and County of Denver** <[denver@mwdbbe.com](mailto:denver@mwdbbe.com)>  
Reply-To: City and County of Denver <[denver@mwdbbe.com](mailto:denver@mwdbbe.com)>  
To: [veronica@aicscolorado.com](mailto:veronica@aicscolorado.com)

Fri, Aug 2, 2019 at 10:03 AM

Veronica LeDoux  
American Industrial & Construction Supply, Inc.  
975 E. 58th Ave., Unit C  
Denver, CO 80216

Dear Veronica LeDoux:

The Division of Small Business Opportunity is pleased to inform you that American Industrial & Construction Supply, Inc. is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodobe.org](http://www.coloradodobe.org).

American Industrial & Construction Supply, Inc. is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 423330: ROOFING MATERIALS (EXCEPT WOOD) MERCHANT WHOLESALERS  
CO UCP NAICS 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS  
CO UCP NAICS 423710: FASTENERS (E.G., BOLTS, NUTS, RIVETS, SCREWS) MERCHANT WHOLESALERS  
CO UCP NAICS 423710: HANDTOOLS (EXCEPT MOTOR VEHICLE MECHANICS', MACHINISTS' PRECISION)  
MERCHANT WHOLESALERS  
CO UCP NAICS 423830: INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT ELECTRICAL) MERCHANT  
WHOLESALERS  
CO UCP NAICS 423990: OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS  
CO UCP NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS

The anniversary date of your firm's DBE certification is August 2, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbbe.com>

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This message was sent to: [veronica@aicscolorado.com](mailto:veronica@aicscolorado.com)  
Sent on: 8/2/2019 11:03:01 AM  
System ReferenceID: 87040879

Veronica LeDoux <[veronica@aicscolorado.com](mailto:veronica@aicscolorado.com)>

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**City and County of Denver: M/WBE Approval**

1 message

**City and County of Denver** <[denver@mwdbbe.com](mailto:denver@mwdbbe.com)>  
Reply-To: City and County of Denver <[denver@mwdbbe.com](mailto:denver@mwdbbe.com)>  
To: [veronica@aicscolorado.com](mailto:veronica@aicscolorado.com)

Fri, Aug 2, 2019 at 12:43 PM

Veronica LeDoux  
American Industrial & Construction Supply, Inc.  
975 E. 58th Ave., Unit C  
Denver, CO 80216

Dear Veronica LeDoux:

**SUBJECT:** Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved American Industrial & Construction Supply, Inc. for certification as a Minority/Women Business Enterprise (M/WBE). American Industrial & Construction Supply, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

August 2, 2019 to August 1, 2020

Listed below is each NAICS code for which American Industrial & Construction Supply, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 423330: ROOFING MATERIALS (EXCEPT WOOD) MERCHANT WHOLESALERS  
DENVER 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS  
DENVER 423710: FASTENERS (E.G., BOLTS, NUTS, RIVETS, SCREWS) MERCHANT WHOLESALERS  
DENVER 423710: HANDTOOLS (EXCEPT MOTOR VEHICLE MECHANICS', MACHINISTS' PRECISION) MERCHANT WHOLESALERS  
DENVER 423830: INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT ELECTRICAL) MERCHANT WHOLESALERS  
DENVER 423990: OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS  
DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity

Veronica LeDoux <[veronica@aicscolorado.com](mailto:veronica@aicscolorado.com)>

## City and County of Denver: SBE Approval

1 message

**City and County of Denver** <[denver@mwdbbe.com](mailto:denver@mwdbbe.com)>  
Reply-To: City and County of Denver <[denver@mwdbbe.com](mailto:denver@mwdbbe.com)>  
To: [veronica@aicscolorado.com](mailto:veronica@aicscolorado.com)

Fri, Aug 2, 2019 at 10:07 AM

Veronica LeDoux  
American Industrial & Construction Supply, Inc.  
975 E. 58th Ave., Unit C  
Denver, CO 80216

Dear Veronica LeDoux:

**SUBJECT:** Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved American Industrial & Construction Supply, Inc. for certification as a Small Business Enterprise (SBE). American Industrial & Construction Supply, Inc. will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

August 2, 2019 to August 1, 2020

Listed below is each NAICS code for which American Industrial & Construction Supply, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

### NAICS CODES:

DENVER 423330: ROOFING MATERIALS (EXCEPT WOOD) MERCHANT WHOLESALERS  
DENVER 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS  
DENVER 423710: FASTENERS (E.G., BOLTS, NUTS, RIVETS, SCREWS) MERCHANT WHOLESALERS  
DENVER 423710: HANDTOOLS (EXCEPT MOTOR VEHICLE MECHANICS', MACHINISTS' PRECISION) MERCHANT WHOLESALERS  
DENVER 423830: INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT ELECTRICAL) MERCHANT WHOLESALERS  
DENVER 423990: OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS  
DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that SBE Certifications are for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





## LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

Office of Economic Development

**Division of Small Business Opportunity**

Denver International Airport

Airport Office Building, Suite 7810

8500 Pena Blvd

Denver, CO 80249

Phone: 303-342-2180 Fax: 303-342-2190

- All lines must be completed or marked N/A for Not Applicable

- Certification Letter must be submitted with LOI

- Submit the attached completed checklist with this letter

- Email to: small.business@flydenver.com

- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No:	201952443	Project Name:	On-Call Electrical Contract
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### **A. The Following Section is To Be Completed by the Bidder/Consultant**

Name of Bidder/Consultant/Prime:	Intermountain Electric	Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contact Person:	Robert Kolpitcke	E-mail:	rkolpitcke@imelect.com	
Address:	5050 Osage Street, Suite 500	Phone:	303-342-4465	
City:	Denver	State:	CO	Zip: 80221

### **B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, or SBE, AT ANY TIER**

Name of Certified Firm:	III D Electrics	Phone:	720-343-0969		
Contact Person:	Darnell Brown	E-mail:	ThreeDelectric1@yahoo.com		
Address:	355 S Ursula Way	State:	CO		
City:	Aurora	Zip:	80012		
Please check the designation which applies to the certified firm:		DBE <input type="checkbox"/>	EBE <input checked="" type="checkbox"/>	M/WBE <input checked="" type="checkbox"/>	SBE <input checked="" type="checkbox"/>
<b>Indirect Utilization:</b> If this <b>DBE, EBE, M/WBE, or SBE</b> is not a direct first tier subcontractor/subconsultant, supplier or borker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subonsultant, suppler ro bokers which is utilizing the participation of this firm:					
Being utilized by:	Intermountain Electric, Inc.				

**A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED**

Identify the scope of work to be performed or supply item that will be provied by the DBE, EBE, M/WBE, or SBE. On unit price bids only, identify which bide line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.

Identify how the DBE, EBE, M/WBE, or SBE will be utilized: Subcontractor  Subconsultant  Supplier  Broker

**Bidder/Prime** intends to utilixe the aformentioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:

\$ \$	2 %	%
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**Consultant** intends to utilize the aforementioned **DBE, EBE, M/WBE, or SBE** for the Work/Supply described above. The percentage of the work of the total sub consultant **DBE, EBE, M/WBE, SBE** will perform is:

If the fee amount of the work to be performed is requested, the fee amount, is: \$

**THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE**

Bidder/Consultant/Prime's Signature:		Digitaly signed by Robert Kolpitcke Date: 2020.03.11 13:50:51-06'00'
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Title: Project Manag	Date: 3/11/2020
----------------------	-----------------

DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature:	Darnell Brown
---	---------------

Title: Owner	Date: 3/11/2020
--------------	-----------------

Darnell Brown  
III D ELECTRICS  
355 S URSULA WAY  
AURORA, CO 80012

Dear Darnell Brown:

SUBJECT: Emerging Business Enterprise (EBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved III D ELECTRICS for certification as an Emerging Business Enterprise (EBE). III D ELECTRICS will be listed in the City and County of Denver's Emerging Business Enterprise (EBE) Certification Directory. Your firm is certified with the following certification dates:

August 21, 2019 to August 20, 2020

Listed below is each NAICS code for which III D ELECTRICS is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS Codes:

DENVER 238210: ELECTRICAL CONTRACTORS  
DENVER 238210: LIGHTING SYSTEM INSTALLATION  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an EBE.

Please be aware that your EBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal and application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your EBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming bidding opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development

<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [THREEDELECTRIC1@YAHOO.COM](mailto:THREEDELECTRIC1@YAHOO.COM)

Sent on: 8/21/2019 11:15:00 AM

System ReferenceID: 88126626

Darnell Brown  
III D ELECTRICS  
355 S URSULA WAY  
AURORA, CO 80012

Dear Darnell Brown:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved III D ELECTRICS for certification as a Minority/Women Business Enterprise (M/WBE). III D ELECTRICS will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

August 21, 2019 to August 20, 2020

Listed below is each NAICS code for which III D ELECTRICS is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 238210: ELECTRICAL CONTRACTORS  
DENVER 238210: LIGHTING SYSTEM INSTALLATION  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver

Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [THREEDELECTRIC1@YAHOO.COM](mailto:THREEDELECTRIC1@YAHOO.COM)

Sent on: 8/21/2019 11:17:00 AM

System ReferenceID: 88126655

Darnell Brown  
III D ELECTRICS  
355 S URSULA WAY  
AURORA, CO 80012

Dear Darnell Brown:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved III D ELECTRICS for certification as a Small Business Enterprise (SBE). III D ELECTRICS will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

August 21, 2019 to August 20, 2020

Listed below is each NAICS code for which III D ELECTRICS is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 238210: ELECTRICAL CONTRACTORS  
DENVER 238210: LIGHTING SYSTEM INSTALLATION  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that SBE Certifications are for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver

Office of Economic Development

<http://www.denvergov.org/oed>

<http://denver.mwdbe.com>

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





Office of Economic Development  
**Division of Small Business Opportunity**  
 Denver International Airport  
 Airport Office Building, Suite 7810  
 8500 Pena Blvd  
 Denver, CO 80249  
 Phone: 303-342-2180 Fax: 303-342-2190

## LETTER OF INTENT (LOI)

### INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No:	201952443	Project Name:	On-Call Electrical Contract			
<b>A. The Following Section is To Be Completed by the Bidder/Consultant</b>						
Name of Bidder/Consultant/Prime:	Intermountain Electric		Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Contact Person:	Robert Kolpitcke		E-mail:	rkolpitcke@imelect.com		
Address:	5050 Osage Street, Suite 500			Phone:	303-342-4465	
City:	Denver		State:	CO	Zip:	80221

<b>B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, or SBE, AT ANY TIER</b>						
Name of Certified Firm:	Smittick Electric LLC			Phone:	720-436-8605	
Contact Person:	Joe Smittick		E-mail:	joe@smittickelectric.com		
Address:	17395 E. Caspian Pl					
City:	Aurora		State:	CO	Zip:	80013
Please check the designation which applies to the certified firm:				DBE <input checked="" type="checkbox"/>	EBE <input type="checkbox"/>	M/WBE <input checked="" type="checkbox"/> SBE <input checked="" type="checkbox"/>
<b>Indirect Utilization:</b> If this DBE, EBE, M/WBE, or SBE is not a direct first tier subcontractor/subconsultant, supplier or borker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subonsultant, suppler ro bokers wich is utilizing the particiaption of this firm:						
Being utilized by:	Intermountain Electric, Inc.					
<b>A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED</b>						
Identfy the scope of work to be performed or supply item that will be provied by the DBE, EBE, M/WBE, or SBE. <u>On unit price bids only,</u> indenify which bide line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.						

Identify how the DBE, EBE, M/WBE, or SBE will be utilized:		Subcontractor <input checked="" type="checkbox"/>	Subconsultant <input type="checkbox"/>	Supplier <input type="checkbox"/>	Broker <input type="checkbox"/>
<b>Bidder/Prime</b> intends to utilixe the aformentioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:					
\$ \$	2 %				
<b>Consultant</b> intends to utilize the aforementioned DBE, EBE, M/WBE, or SBE for the Work/Supply described above. The percentage of the work of the total sub consultant DBE, EBE, M/WBE, SBE will perform is:					
If the fee amount of the work to be performed is requested, the fee amount, is: \$					
<b>THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE</b>					
Bidder/Consultant/Prime's Signature:		ime		Digitally signed by Robert Kolpitcke Date: 2020.03.11 14:24:09-06'00'	
Title:	Project Manager		Date:	3/11/2020	
DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature:		<i>Joe Smittick</i>			
Title:	Principal		Date:	3/11/20	



Joe Smittick <joe@smitticlectric.com>

---

## City and County of Denver: DBE Approval

1 message

---

**City and County of Denver** <denver@mdwbe.com>  
Reply-To: City and County of Denver <denver@mdwbe.com>  
To: joe@smitticlectric.com

Sat, Jul 27, 2019 at 5:03 PM

L. Joseph Smittick  
Smittick Electric, LLC  
17395 E. Caspian Place  
Aurora, CO 80013

Dear L. Joseph Smittick:

The Division of Small Business Opportunity is pleased to inform you that Smittick Electric, LLC is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Smittick Electric, LLC is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 238210: ALARM SYSTEM (E.G., FIRE, BURGLAR), ELECTRIC, INSTALLATION ONLY

CO UCP NAICS 238210: COMPUTER AND NETWORK CABLE INSTALLATION

CO UCP NAICS 238210: ELECTRICAL CONTRACTORS

CO UCP NAICS 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION

CO UCP NAICS 238210: HIGHWAY, STREET AND BRIDGE LIGHTING AND ELECTRICAL SIGNAL INSTALLATION

CO UCP NAICS 238210: LIGHTING SYSTEM INSTALLATION

CO UCP NAICS 238210: LOW VOLTAGE ELECTRICAL WORK

CO UCP NAICS 238210: SURVEILLANCE SYSTEM, INSTALLATION ONLY

CO UCP NAICS 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE)

INSTALLATION CONTRACTORS

CO UCP NAICS 238210: TRAFFIC SIGNAL INSTALLATION

CO UCP NAICS 238210: TUNNEL LIGHTING CONTRACTORS

The anniversary date of your firm's DBE certification is July 26, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mdwbe.com>

This message was sent to: [joe@smitticlectric.com](mailto:joe@smitticlectric.com)

Sent on: 7/27/2019 6:03:00 PM

System ReferenceID: 86633019



Joe Smittick <joe@smitticlectric.com>

---

## City and County of Denver: M/WBE Approval

1 message

---

**City and County of Denver** <denver@mwdbbe.com>  
Reply-To: City and County of Denver <denver@mwdbbe.com>  
To: joe@smitticlectric.com

Sat, Jul 27, 2019 at 5:05 PM

L. Joseph Smittick  
Smittick Electric, LLC  
17395 E. Caspian Place  
Aurora, CO 80013

Dear L. Joseph Smittick:

**SUBJECT:** Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Smittick Electric, LLC for certification as a Minority/Women Business Enterprise (M/WBE). Smittick Electric, LLC will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

July 27, 2019 to July 26, 2020

Listed below is each NAICS code for which Smittick Electric, LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 238210: ALARM SYSTEM (E.G., FIRE, BURGLAR), ELECTRIC, INSTALLATION ONLY  
DENVER 238210: COMPUTER AND NETWORK CABLE INSTALLATION  
DENVER 238210: ELECTRICAL CONTRACTORS  
DENVER 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION  
DENVER 238210: HIGHWAY, STREET AND BRIDGE LIGHTING AND ELECTRICAL SIGNAL INSTALLATION  
DENVER 238210: LIGHTING SYSTEM INSTALLATION  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK  
DENVER 238210: SURVEILLANCE SYSTEM, INSTALLATION ONLY  
DENVER 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE)  
INSTALLATION CONTRACTORS  
DENVER 238210: TRAFFIC SIGNAL INSTALLATION  
DENVER 238210: TUNNEL LIGHTING CONTRACTORS  
DENVER 561790: LIGHTING MAINTENANCE SERVICES (E.G., BULB AND FUSE REPLACEMENT AND CLEANING)

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or

Page 68 of 137

<https://mail.google.com/mail/u/0/?ik=9d552ec094&view=pt&search=all&permthid=thread-f%3A1640254617794971298%7Cmsg-f%3A1640254617794...> 1/2

[www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [joe@smitticlectric.com](mailto:joe@smitticlectric.com)  
Sent on: 7/27/2019 6:05:00 PM  
System ReferenceID: 86633023



Joe Smittick <joe@smitticlectric.com>

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## City and County of Denver: SBE Approval

1 message

---

**City and County of Denver** <denver@mwdbbe.com>  
Reply-To: City and County of Denver <denver@mwdbbe.com>  
To: joe@smitticlectric.com

Sat, Jul 27, 2019 at 5:07 PM

L. Joseph Smittick  
Smittick Electric, LLC  
17395 E. Caspian Place  
Aurora, CO 80013

Dear L. Joseph Smittick:

**SUBJECT:** Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C.  
Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Smittick Electric, LLC for certification as a Small Business Enterprise (SBE). Smittick Electric, LLC will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

July 27, 2019 to July 26, 2020

Listed below is each NAICS code for which Smittick Electric, LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 238210: ALARM SYSTEM (E.G., FIRE, BURGLAR), ELECTRIC, INSTALLATION ONLY  
DENVER 238210: COMPUTER AND NETWORK CABLE INSTALLATION  
DENVER 238210: ELECTRICAL CONTRACTORS  
DENVER 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION  
DENVER 238210: HIGHWAY, STREET AND BRIDGE LIGHTING AND ELECTRICAL SIGNAL INSTALLATION  
DENVER 238210: LIGHTING SYSTEM INSTALLATION  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK  
DENVER 238210: SURVEILLANCE SYSTEM, INSTALLATION ONLY  
DENVER 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE)  
INSTALLATION CONTRACTORS  
DENVER 238210: TRAFFIC SIGNAL INSTALLATION  
DENVER 238210: TUNNEL LIGHTING CONTRACTORS  
DENVER 561790: LIGHTING MAINTENANCE SERVICES (E.G., BULB AND FUSE REPLACEMENT AND CLEANING)

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that SBE Certifications are for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or

[www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [joe@smittickelectric.com](mailto:joe@smittickelectric.com)  
Sent on: 7/27/2019 6:07:00 PM  
System ReferenceID: 86633025

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





Office of Economic Development  
**Division of Small Business Opportunity**  
 Denver International Airport  
 Airport Office Building, Suite 7810  
 6500 Pena Blvd.  
 Denver, CO 80249  
 Phone: 303-342-2180 Fax: 303-342-2190

## LETTER OF INTENT (LOI)

### INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No:	201952443	Project Name:	On-Call Electrical Contract		
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#### A. The Following Section is To Be Completed by the Bidder/Consultant

Name of Bidder/Consultant/Prime:	Intermountain Electric	Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contact Person:	Robert Kolpitcke	E-mail:	rkolpitcke@imelect.com	
Address:	5050 Osage Street, Suite 500	Phone:	303-342-4465	
City:	Denver	State:	CO	Zip: 80221

#### B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, or SBE, AT ANY TIER

Name of Certified Firm:	Four Star Drywall LLP	Phone:	303-238-5594	
Contact Person:	Antonio Ruvalcaba	E-mail:	tony@fourstardrywall.com	
Address:	5676 Pecos St. Unit B	State:	CO	
City:	Denver	Zip:	80221	
Please check the designation which applies to the certified firm:	DBE <input checked="" type="checkbox"/>	EBE <input type="checkbox"/>	M/WBE <input checked="" type="checkbox"/>	SBE <input checked="" type="checkbox"/>

**Indirect Utilization:** If this **DBE, EBE, M/WBE, or SBE** is not a direct first tier subcontractor/subconsultant, supplier or borker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subconsultant, suppler ro bokers whic is utilizing the participation of this firm:

Being utilized by:	Intermountain Electric, Inc.
--------------------	------------------------------

**A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED**

Identify the scope of work to be performed or supply item that will be provied by the DBE, EBE, M/WBE, or SBE. On unit price bids only, indenify which bide line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.

Identify how the DBE, EBE, M/WBE, or SBE will be utilized:  Subcontractor  Subconsultant  Supplier  Broker

**Bidder/Prime** intends to utilixe the aformentioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:

\$ \$  1 %

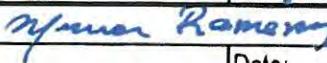
**Consultant** intends to utilize the aforementioned DBE, EBE, M/WBE, or SBE for the Work/Supply described above. The percentage of the work of the total sub consultant DBE, EBE, M/WBE, SBE will perform is:  %

If the fee amount of the work to be performed is requested, the fee amount, is:  \$

**THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE**

Bidder/Consultant/Prime's Signature:  Digitally signed by Robert Kolpitcke  
Date: 2020.03.11 14:18:31-06'00'

Title: Project Manager Date: 3/11/2020

DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature: 

Title: Accounting Manager Date: 03-11-2020



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport OfDce Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.Dydenver.com](http://www.Dydenver.com)

July 15, 2019

Ricardo Ruvalcaba  
Four Star Drywall LLP DBA n/a  
2290 Dayton Street  
Colorado  
Aurora, CO 80010-4618

Dear: Ricardo Ruvalcaba:

The Division of Small Business Opportunity is pleased to inform you that Four Star Drywall LLP DBA n/a is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Four Star Drywall LLP DBA n/a is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 238130: FRAMING CONTRACTORS  
CO UCP NAICS 238310: ACOUSTICAL CEILING TILE AND PANEL INSTALLATION  
CO UCP NAICS 238310: DRYWALL CONTRACTORS  
CO UCP NAICS 238320: PAINTING (EXCEPT ROOF) CONTRACTORS  
CO UCP NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS

The anniversary date of your firm's DBE certification is July 14, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport OfDce Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.Dydenver.com](http://www.Dydenver.com)

July 15, 2019

Ricardo Ruvalcaba  
Four Star Drywall LLP DBA n/a  
2290 Dayton Street  
Colorado  
Aurora, CO 80010-4618

Dear Ricardo Ruvalcaba:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Four Star Drywall LLP DBA n/a for certification as a **Minority/Women Business Enterprise (M/WBE)**. Four Star Drywall LLP DBA n/a will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**July 15, 2019 to July 14, 2020**

Listed below is each NAICS code for which Four Star Drywall LLP DBA n/a is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 238130: FRAMING CONTRACTORS  
DENVER 238310: ACOUSTICAL CEILING TILE AND PANEL INSTALLATION  
DENVER 238310: DRYWALL CONTRACTORS  
DENVER 238320: PAINTING (EXCEPT ROOF) CONTRACTORS  
DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your **M/WBE Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson

Director of the Division of Small Business Opportunity

Office of Economic Development | City and County of Denver

P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport OfDce Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.Dydenver.com](http://www.Dydenver.com)

July 15, 2019

Ricardo Ruvalcaba  
Four Star Drywall LLP DBA n/a  
2290 Dayton Street  
Colorado  
Aurora, CO 80010-4618

Dear Ricardo Ruvalcaba:

**SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C.  
Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Four Star Drywall LLP DBA n/a for certification as a Small Business Enterprise (SBE). Four Star Drywall LLP DBA n/a will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

**July 15, 2019 to July 14, 2020**

Listed below is each NAICS code for which Four Star Drywall LLP DBA n/a is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 238130: FRAMING CONTRACTORS  
DENVER 238310: ACOUSTICAL CEILING TILE AND PANEL INSTALLATION  
DENVER 238310: DRYWALL CONTRACTORS  
DENVER 238320: PAINTING (EXCEPT ROOF) CONTRACTORS  
DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson

Director of the Division of Small Business Opportunity

Office of Economic Development | City and County of Denver

P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





## LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

Office of Economic Development  
**Division of Small Business Opportunity**  
 Denver International Airport  
 Airport Office Building, Suite 7810  
 8500 Pena Blvd  
 Denver, CO 80249  
 Phone: 303-342-2180 Fax: 303-342-2190

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No:	201952443	Project Name:	On-Call Electrical Contract		
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### **A. The Following Section is To Be Completed by the Bidder/Consultant**

Name of Bidder/Consultant/Prime:	Intermountain Electric	Self-Performing:			
Yes	<input checked="" type="checkbox"/>	No			
Contact Person:	Robert Kolpitcke	E-mail:			
Address:	5050 Osage Street, Suite 500	Phone:			
City:	Denver	State:	CO	Zip:	80221

### **B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, or SBE, AT ANY TIER**

Name of Certified Firm:	The Art of Concrete LLC	Phone:	303-578-8389						
Contact Person:	Karen Keyes	E-mail:	Karen@theartofconcretellc.com						
Address:	7845 E Harvard Ave								
City:	Denver	State:	CO	Zip:	80231				
Please check the designation which applies to the certified firm:		DBE	<input checked="" type="checkbox"/>	EBE	<input checked="" type="checkbox"/>	M/WBE	<input checked="" type="checkbox"/>	SBE	<input checked="" type="checkbox"/>

**Indirect Utilization:** If this **DBE, EBE, M/WBE, or SBE** is not a direct first tier subcontractor/subconsultant, supplier or borker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subonsultant, suppler ro bokers which is utilizing the participation of this firm:

Being utilized by:	Intermountain Electric, Inc.
--------------------	------------------------------

**A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED**

Identify the scope of work to be performed or supply item that will be provied by the DBE, EBE, M/WBE, or SBE. On unit price bidders only, identify which bide line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.

Cast-in-place concrete

Identify how the DBE, EBE, M/WBE, or SBE will be utilized:	Subcontractor	<input checked="" type="checkbox"/>	Subconsultant	<input type="checkbox"/>	Supplier	<input type="checkbox"/>	Broker	<input type="checkbox"/>
--	---------------	-------------------------------------	---------------	--------------------------	----------	--------------------------	--------	--------------------------

**Bidder/Prime** intends to utilixe the aformentioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:

\$ \$	1	%
-------	---	---

**Consultant** intends to utilize the aforementioned **DBE, EBE, M/WBE, or SBE** for the Work/Supply described above. The percentage of the work of the total sub consultant **DBE, EBE, M/WBE, SBE** will perform is:

If the fee amount of the work to be performed is requested, the fee amount, is:	\$	%
---	----	---

**THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE**

Bidder/Consultant/Prime's Signature:	ime	Digitaly signed by Robert Kolpitcke Date: 2020.03.11 14:16:14-06'00'
--------------------------------------	-----	---

Title: Project Manager	Date: 3/11/2020
------------------------	-----------------

DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature:	
---	--

Title: President	Date: 3/11/2020
------------------	-----------------



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport OfDce Building, Suite 7810  
8500 Pena Boulevard  
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f: 303.342.2190  
[www.Dydenver.com](http://www.Dydenver.com)

March 18, 2019

Karen Keyes  
The Art of Concrete LLC  
7845 E Harvard Ave  
Denver, CO 80231

Dear: Karen Keyes:

The Division of Small Business Opportunity is pleased to inform you that The Art of Concrete LLC is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

The Art of Concrete LLC is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)  
CO UCP NAICS 238110: CONCRETE FINISHING  
CO UCP NAICS 238110: CONCRETE FLOOR SURFACING  
CO UCP NAICS 238110: CONCRETE REPAIR  
CO UCP NAICS 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION  
CO UCP NAICS 238390: CONCRETE COATING, GLAZING OR SEALING  
CO UCP NAICS 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

Installs decorative concrete for commercial application - both interior and exterior use.

The anniversary date of your firm's DBE certification is March 17, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tanya Davis'.

Tanya Davis  
Director



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

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[www.Dydenver.com](http://www.Dydenver.com)

March 18, 2019

Karen Keyes  
The Art of Concrete LLC  
7845 E Harvard Ave  
Denver, CO 80231

Dear Karen Keyes:

**SUBJECT: Emerging Business Enterprise (EBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C.  
Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved The Art of Concrete LLC for certification as an Emerging Business Enterprise (EBE). The Art of Concrete LLC will be listed in the City and County of Denver's Emerging Business Enterprise (EBE) Certification Directory. Your firm is certified with the following certification dates:

**March 18, 2019 to March 17, 2020**

Listed below is each NAICS code for which The Art of Concrete LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS Codes:**

DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)  
DENVER 238110: CONCRETE FINISHING  
DENVER 238110: CONCRETE FLOOR SURFACING  
DENVER 238110: CONCRETE REPAIR  
DENVER 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION  
DENVER 238390: CONCRETE COATING, GLAZING OR SEALING  
DENVER 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

Installs decorative concrete for commercial application - both interior and exterior use.

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

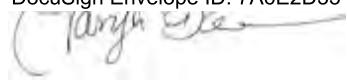
Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an EBE.

Please be aware that your EBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your EBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming bidding opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Page 82 of 137



Tanya Davis  
Director



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[www.Dydenver.com](http://www.Dydenver.com)

March 18, 2019

Karen Keyes  
The Art of Concrete LLC  
7845 E Harvard Ave  
Denver, CO 80231

Dear Karen Keyes:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved The Art of Concrete LLC for certification as a **Minority/Women Business Enterprise (M/WBE)**. The Art of Concrete LLC will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**March 18, 2019 to March 17, 2020**

Listed below is each NAICS code for which The Art of Concrete LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)  
DENVER 238110: CONCRETE FINISHING  
DENVER 238110: CONCRETE FLOOR SURFACING  
DENVER 238110: CONCRETE REPAIR  
DENVER 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION  
DENVER 238390: CONCRETE COATING, GLAZING OR SEALING  
DENVER 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

Installs decorative concrete for commercial application - both interior and exterior use.

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

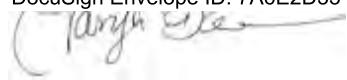
Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your **M/WBE Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Page 84 of 137



Tanya Davis  
Director



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[www.Dydenver.com](http://www.Dydenver.com)

March 18, 2019

Karen Keyes  
The Art of Concrete LLC  
7845 E Harvard Ave  
Denver, CO 80231

Dear Karen Keyes:

**SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C.  
Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved The Art of Concrete LLC for certification as a Small Business Enterprise (SBE). The Art of Concrete LLC will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

**March 18, 2019 to March 17, 2020**

Listed below is each NAICS code for which The Art of Concrete LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)  
DENVER 238110: CONCRETE FINISHING  
DENVER 238110: CONCRETE FLOOR SURFACING  
DENVER 238110: CONCRETE REPAIR  
DENVER 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION  
DENVER 238390: CONCRETE COATING, GLAZING OR SEALING  
DENVER 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

Installs decorative concrete for commercial application - both interior and exterior use.

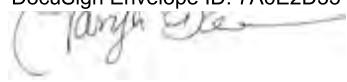
This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

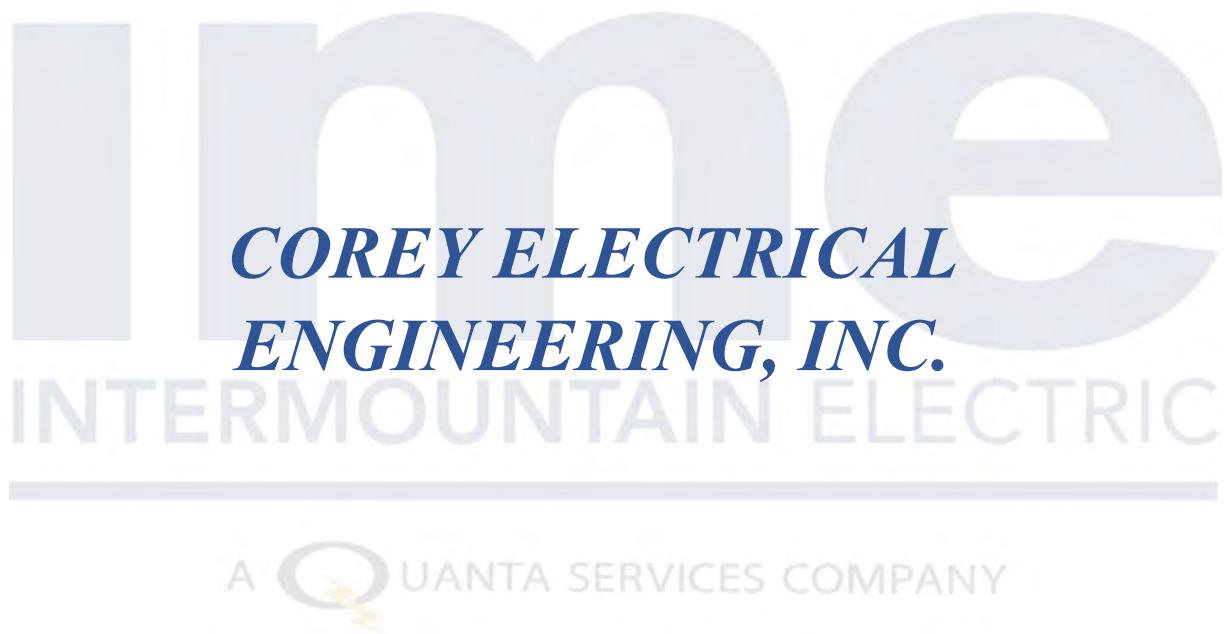
You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,



Tanya Davis  
Director

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





## LETTER OF INTENT (LOI)

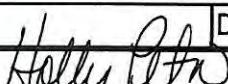
### INSTRUCTIONS FOR COMPLETION & SUBMISSION:

Office of Economic Development  
**Division of Small Business Opportunity**  
 Denver International Airport  
 Airport Office Building, Suite 7810  
 8500 Pena Blvd  
 Denver, CO 80249  
 Phone: 303-342-2180 Fax: 303-342-2190

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No:	201952443	Project Name:	On-Call Electrical Contract			
<b>A. The Following Section is To Be Completed by the Bidder/Consultant</b>						
Name of Bidder/Consultant/Prime:	Intermountain Electric			Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contact Person:	Robert Kolpitcke	E-mail:	rkolpitcke@imelect.com			
Address:	5050 Osage Street, Suite 500			Phone:	303-342-4465	
City:	Denver			State:	CO	Zip: 80221

<b>B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, or SBE, AT ANY TIER</b>						
Name of Certified Firm:	Corey Electrical Engineering, Inc			Phone:	303-696-1257	
Contact Person:	Holly Petro	E-mail:	projects@coreyeng.com			
Address:	7822 S. Wheeling Court Suite B					
City:	Englewood	State:	CO	Zip:	80112	
Please check the designation which applies to the certified firm:			DBE <input type="checkbox"/>	EBE <input type="checkbox"/>	M/WBE <input checked="" type="checkbox"/>	SBE <input type="checkbox"/>
Indirect Utilization: If this DBE, EBE, M/WBE, or SBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:						
Being utilized by:	Intermountain Electric, Inc.					
<b>A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED</b>						
Identify the scope of work to be performed or supply item that will be provided by the DBE, EBE, M/WBE, or SBE. <u>On unit price bids only, identify which bid line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.</u>						

Identify how the DBE, EBE, M/WBE, or SBE will be utilized:						
Subcontractor <input type="checkbox"/>	Subconsultant <input checked="" type="checkbox"/>	Supplier <input type="checkbox"/>	Broker <input type="checkbox"/>			
<b>Bidder/Prime</b> intends to utilize the aforementioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:						
\$ \$	1 %					
<b>Consultant</b> intends to utilize the aforementioned DBE, EBE, M/WBE, or SBE for the Work/Supply described above. The percentage of the work of the total sub consultant DBE, EBE, M/WBE, SBE will perform is:						
If the fee amount of the work to be performed is requested, the fee amount, is: \$						
<b>THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE</b>						
Bidder/Consultant/Prime's Signature:		<small>ime</small> <small>Digital signature by Robert Kolpitcke</small> <small>Date: 2020.03.11 14:05:20-06'00'</small>				
Title:	Project Manager	Date:	3/11/2020			
DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature:						
Title:	Secretary/Treasurer	Date:	03/11/2020			

If the above named Bidder/Consultant/Prime is not determined to be the successful Bidder/Consultant/Prime, this Letter of Intent shall be null and void.



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Denver, CO Zip 80202  
p: 720.913.1999  
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[www.Nydenver.com](http://www.Nydenver.com)

July 27, 2019

Anne Stilson-Cope  
Corey Electrical Engineering, Inc.  
7822 S Wheeling Ct  
Suite B  
Englewood, CO 80112

Dear Anne Stilson-Cope:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C.  
Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Corey Electrical Engineering, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. Corey Electrical Engineering, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**July 27, 2019 to July 26, 2020**

Listed below is each NAICS code for which Corey Electrical Engineering, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 541330: ELECTRICAL ENGINEERING SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity



*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





**LETTER OF INTENT (LOI)**  
INSTRUCTIONS FOR COMPLETION & SUBMISSION:

Office of Economic Development  
Division of Small Business Opportunity  
Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Blvd  
Denver, CO 80249  
Phone 303-342-2180 Fax: 303-342-2190

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No:	201952443	Project Name:	On-Call Electrical Contract		
<b>A. The Following Section is To Be Completed by the Bidder/Consultant</b>					
Name of Bidder/Consultant/Prime:	Intermountain Electric		Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contact Person:	Robert Kolpitcke	E-mail:	rkolpitcke@imelect.com		
Address:	5050 Osage Street, Suite 500		Phone:	303-342-4465	
City:	Denver		State:	CO	Zip: 80221

<b>B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, MWBE, or SBE, AT ANY TIER</b>					
Name of Certified Firm:	JAF Concessions LLC		Phone:	303-638-9291	
Contact Person:	Jennifer Winchester	E-mail:	jennifer@jafconcessions.com		
Address:	3217 Quivas Street				
City:	Denver	State:	CO	Zip:	80211
Please check the designation which applies to the certified firm:			DBE <input checked="" type="checkbox"/>	EBE <input type="checkbox"/>	M/WBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/>
Indirect Utilization: If this DBE, EBE, M/WBE, or SBE is not a direct first tier subcontractor/subconsultant, supplier or borer to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subconsultant, supplier or borer which is utilizing the participation of this firm:					
Being utilized by:	Intermountain Electric, Inc.				

**A COPY OF THE DBE, EBE, MWBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED**

Identify the scope of work to be performed or supply item that will be provided by the DBE, EBE, M/WBE, or SBE. On unit price bids only, identify which bid line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.

Identify how the DBE, EBE, M/WBE, or SBE will be utilized:	Subcontractor <input type="checkbox"/>	Subconsultant <input type="checkbox"/>	Supplier <input type="checkbox"/>	Broker <input type="checkbox"/>
<u>Bidder/Prime</u> intends to utilize the aforementioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:				
\$ <input type="text"/>	5 % <input type="text"/>			
<u>Consultant</u> intends to utilize the aforementioned DBE, EBE, M/WBE, or SBE for the Work/Supply described above. The percentage of the work of the total sub consultant DBE, EBE, M/WBE, SBE will perform is: <input type="text"/> %				
If the fee amount of the work to be performed is requested, the fee amount, is: \$ <input type="text"/>				
<b>THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, MWBE, OR SBE</b>				
Bidder/Consultant/Prime's Signature:		ime	Digitally signed by Robert Kolpitcke Date: 2020.03.11 14:19:42-06'00'	
Title:	Project Manager	Date:	3/11/2020	
DBE, EBE, MWBE, SBE or Self-Performing Firm's Signature:		<i>Jennifer Winchester</i>		
Title:	owner	Date:	3/9/20	



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[www.flydenver.com](http://www.flydenver.com)

August 16, 2019

Jennifer Fiechuk  
JAF Concessions, LLC DBA JAF Concessions  
3217 Quivas Street  
Denver, CO 80211

Dear Jennifer Fiechuk:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved JAF Concessions, LLC DBA JAF Concessions for certification as a **Minority/Women Business Enterprise (M/WBE)**. JAF Concessions, LLC DBA JAF Concessions will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**August 15, 2019 to August 14, 2020**

Listed below is each NAICS code for which JAF Concessions, LLC DBA JAF Concessions is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 236220: PROJECT MANAGEMENT  
DENVER 423220: FLOOR COVERINGS MERCHANT WHOLESALERS  
DENVER 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS  
DENVER 423610: LIGHTING FIXTURES, ELECTRIC, MERCHANT WHOLESALERS  
DENVER 423710: FASTENERS (E.G., BOLTS, NUTS, RIVETS, SCREWS) MERCHANT WHOLESALERS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





Office of Economic Development  
**Division of Small Business Opportunity**  
 Denver International Airport  
 Airport Office Building, Suite 7810  
 8500 Pena Blvd  
 Denver, CO 80249  
 Phone: 303-342-2180 Fax: 303-342-2190

## LETTER OF INTENT (LOI)

### INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No:	201952443	Project Name:	On-Call Electrical Contract		
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#### A. The Following Section is To Be Completed by the Bidder/Consultant

Name of Bidder/Consultant/Prime:	Intermountain Electric	Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Contact Person:	Robert Kolpitcke	E-mail:	rkolpitcke@imelect.com		
Address:	5050 Osage Street, Suite 500		Phone:	303-342-4465	
City:	Denver	State:	CO	Zip:	80221

#### B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, or SBE, AT ANY TIER

Name of Certified Firm:	SynEnergy LLC		Phone:	720-443-5129	
Contact Person:	Mina (Ishimine) McCullom	E-mail:	Mina.McCullom@SynEnergyLLC.com		
Address:	8725 West 14th Ave. Suite 215		State:	CO	Zip: 80215
City:	Lakewood	State:	CO	Zip: 80215	
Please check the designation which applies to the certified firm:		DBE <input checked="" type="checkbox"/>	EBE <input checked="" type="checkbox"/>	M/WBE <input checked="" type="checkbox"/>	SBE <input checked="" type="checkbox"/>
Indirect Utilization: If this DBE, EBE, M/WBE, or SBE is not a direct first tier subcontractor/subconsultant, supplier or borker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subconsultant, suppler ro bokers whch is utilizing the particiaption of this firm:					
Being utilized by:	Intermountain Electric, Inc.				

**A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED**

Identify the scope of work to be performed or supply item that will be provied by the DBE, EBE, M/WBE, or SBE. On unit price bidds only, indenify which bide line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.

Engineering support

Identify how the DBE, EBE, M/WBE, or SBE will be utilized: Subcontractor  Subconsultant  Supplier  Broker

**Bidder/Prime** intends to utilixe the aformentioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:

\$ \$	1 %	%
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**Consultant** intends to utilize the aforementioned DBE, EBE, M/WBE, or SBE for the Work/Supply described above. The percentage of the work of the total sub consultant DBE, EBE, M/WBE, SBE will perform is: %

If the fee amount of the work to be performed is requested, the fee amount, is: \$

**THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE**

Bidder/Consutant/Prime's Signature:			Digitally signed by Robert Kolpitcke Date: 2020.03.11 14:29:19-06'00'
Title: Project Manager	Date: 3/11/2020		
DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature:			
Title: President & CEO	Date: March 11, 2020		

If the above named Bidder/Consultant/Prime is not determined to be the successsful Bidder/Consultant/Prime, this Letter of Intent shall be null and void.



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

April 8, 2019

Ishimine Mccullom  
SynEnergy  
8725 West 14th Ave Suite 215  
Lakewood, CO 80215

Dear Ishimine Mccullom:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved SynEnergy for certification as a **Minority/Women Business Enterprise (M/WBE)**. SynEnergy will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**April 8, 2019 to April 7, 2020**

Listed below is each NAICS code for which SynEnergy is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 236220: PROJECT MANAGEMENT  
DENVER 541330: ELECTRICAL ENGINEERING SERVICES  
DENVER 541330: MECHANICAL ENGINEERING SERVICES  
DENVER 541350: ENERGY EFFICIENCY INSPECTION SERVICES  
DENVER 541690: ENERGY CONSULTING SERVICES  
DENVER 541690: OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES

Energy Consulting & Project Management Services. Energy Efficiency Inspection Services.

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Tanya Davis  
Director

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



**LETTER OF INTENT (LOI)**

INSTRUCTIONS FOR COMPLETION &amp; SUBMISSION:

Office of Economic Development  
**Division of Small Business Opportunity**  
 Denver International Airport  
 Airport Office Building, Suite 7810  
 8500 Pena Blvd  
 Denver, CO 80249  
 Phone: 303-342-2180 Fax: 303-342-2190

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No: 201952443

Project Name: On-Call Electrical Contract

**A. The Following Section is To Be Completed by the Bidder/Consultant**

Name of Bidder/Consultant/Prime:	Intermountain Electric	Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contact Person:	Robert Kolpitcke	E-mail:	rkolpitcke@imelect.com	
Address:	5050 Osage Street, Suite 500		Phone:	303-342-4465
City:	Denver	State:	CO	Zip: 80221

**B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, or SBE, AT ANY TIER**

Name of Certified Firm:	Premisys Support Group	Phone:	303-238-4636		
Contact Person:	John Yanello	E-mail:	Jyanello@psgtelecom.com		
Address:	400 Corporate Circle, Unit Q				
City:	Golden	State:	CO		
Please check the designation which applies to the certified firm:		DBE <input checked="" type="checkbox"/>	EBE <input type="checkbox"/>	M/WBE <input checked="" type="checkbox"/>	SBE <input checked="" type="checkbox"/>
Indirect Utilization: If this DBE, EBE, M/WBE, or SBE is not a direct first tier subcontractor/subconsultant, supplier or borker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subconsultant, suppler ro bokers whch is utilizing the particiaption of this firm:					
Being utilized by:	Intermountain Electric, Inc.				

**A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED**

Identify the scope of work to be performed or supply item that will be provied by the DBE, EBE, M/WBE, or SBE. On unit price bids only, indenify which bide line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.

Identify how the DBE, EBE, M/WBE, or SBE will be utilized: Subcontractor Subconsultant Supplier Broker

Bidder/Prime intends to utilixe the aformentioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:

\$ \$ 3% %

Consultant intends to utilize the aforementioned DBE, EBE, M/WBE, or SBE for the Work/Supply described above. The percentage of the work of the total sub consultant DBE, EBE, M/WBE, SBE will perform is: %

If the fee amount of the work to be performed is requested, the fee amount, is: \$

**THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE**

Bidder/Consultant/Prime's Signature:	ime	Digitally signed by Robert Kolpitcke Date: 2020.03.11 14:22:06-06'00'
Title: Project Manager	Date: 3/11/2020	
DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature:	<i>Jol Yallie</i>	
Title: Sr. Project Manager	Date: 3/5/2020	

## **John Yanello**

---

**From:** City and County of Denver <denver@mwdbe.com>  
**Sent:** Monday, June 03, 2019 3:55 PM  
**To:** Oliver Salazar  
**Subject:** City and County of Denver: M/WBE Approval

Oliver Salazar  
Premisys Support Group, Inc. DBA NA  
400 Corporate Cir  
Unit Q  
Golden, CO 80401-5625

Dear Oliver Salazar:

**SUBJECT:** Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Premisys Support Group, Inc. DBA NA for certification as a Minority/Women Business Enterprise (M/WBE). Premisys Support Group, Inc. DBA NA will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

June 3, 2019 to June 2, 2020

Listed below is each NAICS code for which Premisys Support Group, Inc. DBA NA is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 238210: COMMUNICATION EQUIPMENT INSTALLATION (DBE MWBE SBE SIZE STANDARD \$15M) DENVER 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION (DBE MWBE SBE SIZE STANDARD \$15M)  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK (DBE MWBE SBE SIZE STANDARD \$15M) DENVER 238210:  
TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE) INSTALLATION CONTRACTORS (DBE MWBE SBE SIZE STANDARD \$15M) DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS (DBE MWBE SBE SIZE STANDARD 100 EMPLOYEES)

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal

application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [opsalazar@psgtelecom.com](mailto:opsalazar@psgtelecom.com) Sent on: 6/3/2019 4:55:03 PM System ReferenceID: 83556845

## **John Yanello**

---

**From:** City and County of Denver <denver@mwdbe.com>  
**Sent:** Monday, June 03, 2019 3:57 PM  
**To:** Oliver Salazar  
**Subject:** City and County of Denver: SBE Approval

Oliver Salazar  
Premisys Support Group, Inc. DBA NA  
400 Corporate Cir  
Unit Q  
Golden, CO 80401-5625

Dear Oliver Salazar:

**SUBJECT:** Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C.  
Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Premisys Support Group, Inc. DBA NA for certification as a Small Business Enterprise (SBE). Premisys Support Group, Inc. DBA NA will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

June 3, 2019 to June 2, 2020

Listed below is each NAICS code for which Premisys Support Group, Inc. DBA NA is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 238210: COMMUNICATION EQUIPMENT INSTALLATION (DBE MWBE SBE SIZE STANDARD \$15M) DENVER 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION (DBE MWBE SBE SIZE STANDARD \$15M)  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK (DBE MWBE SBE SIZE STANDARD \$15M) DENVER 238210:  
TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE) INSTALLATION CONTRACTORS (DBE MWBE SBE SIZE STANDARD \$15M) DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS (DBE MWBE SBE SIZE STANDARD 100 EMPLOYEES)

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that SBE Certifications are for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal

application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [opsalazar@psgtelecom.com](mailto:opsalazar@psgtelecom.com) Sent on: 6/3/2019 4:57:02 PM System ReferenceID: 83556890

## **John Yanello**

---

**From:** City and County of Denver <[denver@mdwbe.com](mailto:denver@mdwbe.com)>  
**Sent:** Monday, June 03, 2019 3:53 PM  
**To:** Oliver Salazar  
**Subject:** City and County of Denver: DBE Approval

Oliver Salazar  
Premisys Support Group, Inc. DBA NA  
400 Corporate Cir  
Unit Q  
Golden, CO 80401-5625

Dear Oliver Salazar:

The Division of Small Business Opportunity is pleased to inform you that Premisys Support Group, Inc. DBA NA is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Premisys Support Group, Inc. DBA NA is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 238210: COMMUNICATION EQUIPMENT INSTALLATION (DBE MWBE SBE \$15M) CO UCP NAICS 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION (DBE MWBE SBE \$15M) CO UCP NAICS 238210: LOW VOLTAGE ELECTRICAL WORK (DBE MWBE SBE \$15M) CO UCP NAICS 238210: TELECOMMUNICATIONS EQUIPMENT AND WIRING (EXCEPT TRANSMISSION LINE) INSTALLATION CONTRACTORS (DBE MWBE SBE \$15M) CO UCP NAICS 425120: WHOLESALE TRADE AGENTS AND BROKERS (DBE MWBE SBE 100 EMPLOYEES)

The anniversary date of your firm's DBE certification is June 2, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





Office of Economic Development  
Division of Small Business Opportunity  
Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Blvd  
Denver, CO 80249  
Phone: 303-342-2180 Fax: 303-342-2190

## LETTER OF INTENT (LOI)

### INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No:	201952443	Project Name:	On-Call Electrical Contract		
<b>A. The Following Section is To Be Completed by the Bidder/Consultant</b>					
Name of Bidder/Consultant/Prime:	Intermountain Electric		Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contact Person:	Robert Kolpitcke		E-mail:	rkolpitcke@imselect.com	
Address:	5050 Osage Street, Suite 500			Phone:	303-342-4465
City:	Denver		State:	CO	Zip: 80221

<b>B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, or SBE, AT ANY TIER</b>					
Name of Certified Firm:	Creative Hardscape Company			Phone:	303-914-8525
Contact Person:	Dianne Gandora		E-mail:	Dianne@CreativeHardscape.com	
Address:	2435 S. Cody Ct.				
City:	Lakewood	State:	CO	Zip:	80227
Please check the designation which applies to the certified firm:			DBE <input checked="" type="checkbox"/>	EBE <input checked="" type="checkbox"/>	M/WBE <input checked="" type="checkbox"/> SBE <input checked="" type="checkbox"/>
<b>Indirect Utilization:</b> If this DBE, EBE, M/WBE, or SBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:					
Being utilized by:	Intermountain Electric, Inc.				
<b>A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED</b>					
Identify the scope of work to be performed or supply item that will be provided by the DBE, EBE, M/WBE, or SBE. <u>On unit price bids only, identify which bid line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.</u>					
Installation (or remove and replace) of interlocking pavers.					
Identify how the DBE, EBE, M/WBE, or SBE will be utilized: Subcontractor <input checked="" type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier <input type="checkbox"/> Broker <input type="checkbox"/>					
<b>Bidder/Prime</b> intends to utilize the aforementioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:					
\$ \$	1 %				
<b>Consultant</b> intends to utilize the aforementioned DBE, EBE, M/WBE, or SBE for the Work/Supply described above. The percentage of the work of the total sub consultant DBE, EBE, M/WBE, SBE will perform is: %					
If the fee amount of the work to be performed is requested, the fee amount, is: \$					

**THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE**

Bidder/Consultant/Prime's Signature:		ime	Digitally signed by Robert Kolpitcke Date: 2020.03.11 14:44:02-06'00'	
Title:	Project Manager	Date:	3/11/2020	
DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature:				
Title:	treasurer	Date:	03/11/2020	

If the above named Bidder/Consultant/Prime is not determined to be the successful Bidder/Consultant/Prime, this Letter of Intent shall be null and void.

**From:** City and County of Denver <denver@mdbe.com>  
**Sent:** Friday, July 19, 2019 11:53 AM  
**To:** dianne@creativehardscape.com  
**Subject:** City and County of Denver: DBE Approval

Dianne Gandora  
Creative Hardscape Company Inc  
2435 S Cody Ct  
Lakewood, CO 80227

Dear Dianne Gandora:

The Division of Small Business Opportunity is pleased to inform you that Creative Hardscape Company Inc is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Creative Hardscape Company Inc is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 237990: RETAINING WALLS, ANCHORED (E.G., WITH PILES, SOIL NAILS, TIEBACK ANCHORS), CONSTRUCTION CO UCP NAICS 238990: BRICK PAVER (E.G., DRIVEWAYS, PATIOS, SIDEWALKS) INSTALLATION

The anniversary date of your firm's DBE certification is July 18, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [dianne@creativehardscape.com](mailto:dianne@creativehardscape.com) Sent on: 7/19/2019 12:53:01 PM System ReferenceID: 86187310

**From:** City and County of Denver <denver@mwdbbe.com>  
**Sent:** Friday, July 19, 2019 11:57 AM  
**To:** dianne@creativehardscape.com  
**Subject:** City and County of Denver: M/WBE Approval

Dianne Gandora  
Creative Hardscape Company Inc  
2435 S Cody Ct  
Lakewood, CO 80227

Dear Dianne Gandora:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Creative Hardscape Company Inc for certification as a Minority/Women Business Enterprise (M/WBE). Creative Hardscape Company Inc will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

July 19, 2019 to July 18, 2020

Listed below is each NAICS code for which Creative Hardscape Company Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237990: RETAINING WALLS, ANCHORED (E.G., WITH PILES, SOIL NAILS, TIEBACK ANCHORS), CONSTRUCTION  
DENVER 238990: BRICK PAVER (E.G., DRIVEWAYS, PATIOS, SIDEWALKS) INSTALLATION

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson

Director of the Division of Small Business Opportunity Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [dianne@creativehardscape.com](mailto:dianne@creativehardscape.com) Sent on: 7/19/2019 12:57:03 PM System ReferenceID:  
86187391

**From:** City and County of Denver <denver@mwdbbe.com>  
**Sent:** Friday, July 19, 2019 11:59 AM  
**To:** dianne@creativehardscape.com  
**Subject:** City and County of Denver: SBE Approval

Dianne Gandora  
Creative Hardscape Company Inc  
2435 S Cody Ct  
Lakewood, CO 80227

Dear Dianne Gandora:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C.  
Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Creative Hardscape Company Inc for certification as a Small Business Enterprise (SBE). Creative Hardscape Company Inc will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

July 19, 2019 to July 18, 2020

Listed below is each NAICS code for which Creative Hardscape Company Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237990: RETAINING WALLS, ANCHORED (E.G., WITH PILES, SOIL NAILS, TIEBACK ANCHORS), CONSTRUCTION  
DENVER 238990: BRICK PAVER (E.G., DRIVEWAYS, PATIOS, SIDEWALKS) INSTALLATION

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that SBE Certifications are for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson

Director of the Division of Small Business Opportunity Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [dianne@creativehardscape.com](mailto:dianne@creativehardscape.com) Sent on: 7/19/2019 12:59:01 PM System ReferenceID: 86187414

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*





Office of Economic Development  
**Division of Small Business Opportunity**  
 Denver International Airport  
 Airport Office Building, Suite 7810  
 8500 Pena Blvd  
 Denver, CO 80249  
 Phone: 303-342-2180 Fax: 303-342-2190

## LETTER OF INTENT (LOI)

### INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to: small.business@flydenver.com
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No:	201952443	Project Name:	On-Call Electrical Contract				
<b>A. The Following Section is To Be Completed by the Bidder/Consultant</b>							
Name of Bidder/Consultant/Prime:	Intermountain Electric		Self-Performing:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Contact Person:	Robert Kolpitcke	E-mail:	rkolpitcke@imelect.com				
Address:	5050 Osage Street, Suite 500			Phone:	303-342-4465		
City:	Denver			State:	CO	Zip:	80221

### **B. THE FOLLOWING SECTION IS TO BE COMPLETED BY THE DBE, EBE, M/WBE, or SBE, AT ANY TIER**

Name of Certified Firm:	Diversified Underground			Phone:	303-636-9999		
Contact Person:	Aaron Fishman / Donna Puckett		E-mail:	Aaron@duinc.work / Donna@duinc.work			
Address:	P.O. Box 460909						
City:	Aurora			State:	CO	Zip:	80046
Please check the designation which applies to the certified firm:				DBE <input checked="" type="checkbox"/>	EBE <input type="checkbox"/>	M/WBE <input checked="" type="checkbox"/>	SBE <input checked="" type="checkbox"/>

**Indirect Utilization:** If this DBE, EBE, M/WBE, or SBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant/Prime, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

Being utilized by: Intermountain Electric, Inc.

### **A COPY OF THE DBE, EBE, M/WBE, OR SBE'S LETTER OF CERTIFICATION MUST BE ATTACHED**

Identify the scope of work to be performed or supply item that will be provided by the DBE, EBE, M/WBE, or SBE. On unit price bids only, identify which bid line items the DBE, EBE, M/WBE, or SBE's scope of work or supply corresponds to.

Identify how the DBE, EBE, M/WBE, or SBE will be utilized: Subcontractor  Subconsultant  Supplier  Broker

**Bidder/Prime** intends to utilize the aforementioned M/WBE, SBE, EBE, or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE, or DBE bid amount is:

\$  1 %

**Consultant** intends to utilize the aforementioned DBE, EBE, M/WBE, or SBE for the Work/Supply described above. The percentage of the work of the total sub consultant DBE, EBE, M/WBE, SBE will perform is:  %

If the fee amount of the work to be performed is requested, the fee amount, is: \$

### **THIS LETTER OF INTENT MUST BE SIGNED BY THE BIDDER/CONSULTANT/PRIME AND DBE, EBE, M/WBE, OR SBE**

Bidder/Consultant/Prime's Signature:		ime	Digitally signed by Robert Kolpitcke Date: 2020.03.12 08:10:32-06'00"	
Title:	Project Manager	Date:	3/12/2020	
DBE, EBE, M/WBE, SBE or Self-Performing Firm's Signature:				
Title:	General Manager	Date:	3-12-2020	

If the above named Bidder/Consultant/Prime is not determined to be the successful Bidder/Consultant/Prime, this Letter of Intent shall be null and void.

## **Helena Chuapoco**

---

**From:** City and County of Denver <denver@mwdbe.com>  
**Sent:** Tuesday, November 12, 2019 4:17 PM  
**To:** Helena Chuapoco  
**Subject:** City and County of Denver: DBE Approval

Helen Chuapoco  
Diversified Underground, Inc. DBA N/A  
PO Box 460909  
Aurora, CO 80046-0909

Dear Helen Chuapoco:

The Division of Small Business Opportunity is pleased to inform you that Diversified Underground, Inc. DBA N/A is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Diversified Underground, Inc. DBA N/A is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 237110: DISTRIBUTION LINE, SEWER AND WATER, CONSTRUCTION CO UCP NAICS 237110: FIRE HYDRANT INSTALLATION CO UCP NAICS 237110: SEWER MAIN, PIPE AND CONNECTION, CONSTRUCTION CO UCP NAICS 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION CO UCP NAICS 237310: POTHOLE FILLING, HIGHWAY, ROAD, STREET OR BRIDGE CO UCP NAICS 238910: CORE DRILLING AND TEST BORING FOR CONSTRUCTION CO UCP NAICS 238910: SITE PREPARATION CONTRACTORS (WRECKING, DEMOLITION, AND EXCAVATION) CO UCP NAICS 238910: TRENCHING (EXCEPT UNDERWATER) CO UCP NAICS 561990: LOCATING UNDERGROUND UTILITY LINES PRIOR TO DIGGING

The anniversary date of your firm's DBE certification is November 17, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

Adrina Gibson  
Director of the Division of Small Business Opportunity Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



A QUANTA SERVICES COMPANY

**W-9**  
 Form  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>Intermountain Electric, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
<b>Intermountain Electric, Inc.</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ► _____	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>5050 Osage St., Suite 500</b>	
6 City, state, and ZIP code	
<b>Denver, CO 80221</b>	
7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																															
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																															
Social security number <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> or Employer identification number <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>																															

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

*Robert B.*

*1-7-2020*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*

**ATTACHMENT 4 – INSURANCE  
REQUIREMENTS**

---

INTERMOUNTAIN ELECTRIC

A QUANTA SERVICES COMPANY

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



---

## **Insurance Requirements**

We acknowledge the receipt of the Attachment 4 Insurance Requirements and agree to provide insurance as required.

We have attached our typical Certificate of Insurance. Upon issuing a contract, a certificate will be provided with coverage as required by contract.



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)  
4/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:  PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Old Republic Insurance Company	24147
<b>INSURED</b> 1392733	INTERMOUNTAIN ELECTRIC, INC. A QUANTA SERVICES COMPANY 5050 OSAGE STREET, SUITE 500 DENVER CO 80221	INSURER B : ACE Property & Casualty Insurance Co	20699
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGE** INTMEL01      **CERTIFICATE NUMBER:** 15263314      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/>  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC  OTHER:	Y	Y	MWZY 313093 19	5/1/2019	5/1/2020	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ Excluded	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB 313092 19 MWZX 313091 19	5/1/2019 5/1/2019	5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 10,000,000	
							BODILY INJURY (Per person)	\$ XXXXXXXX	
							BODILY INJURY (Per accident)	\$ XXXXXXXX	
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX	
								\$ XXXXXXXX	
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G27972032 004	5/1/2019	5/1/2020	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$ XXXXXXXX	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N  <input checked="" type="checkbox"/>	N / A	Y MWC 313094 19	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER  E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>15263314</b> City and County of Denver Attn: Risk Management, Suite 8810 Chief Executive Officer Denver International Airport 8500 Pena Boulevard Denver, CO 80249	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

## CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

Additional Insured in favor of City and County of Denver (on all policies except Workers' Compensation/EL) where and to the extent required by written contract. / Waiver of Subrogation in favor of City and County of Denver on all policies where and to the extent required by written contract where permissible by law. / The Insurance afforded to the Additional Insured as described in this Certificate of Insurance for work performed by the Named Insured is primary and non-contributory to any similar coverage maintained by the Additional Insured where and to the extent required by contract. / General Liability Policy Includes Contractual Liability Subject To Terms, Conditions And Exclusions Of The Policy.

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



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### **Textura Requirements**

We acknowledge the receipt of the Attachment 5 Textura Requirements and agrees that it shall be required to use the Textura Payment Management TPM System for this contract.

*Denver International Airport  
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**ATTACHMENT 6 – DIVERSITY AND  
INCLUSIVENESS IN CITY  
SOLICITATIONS**

A QUANTA SERVICES COMPANY

<b>Reference #</b>	12801273
<b>Status</b>	Complete
<b>Business Email Address</b>	drichard@imelect.com
<b>Enter Email Address of City and County of Denver contact person facilitating this solicitation.</b>	contract.procurement@flydenver.com
<b>Please provide the City Agency that is facilitating this solicitation:</b>	Denver International Airport
<b>Project Name</b>	On Call Electrical Contractor
<b>Solicitation No. (Check Below if Not Applicable)</b>	201952443
<b>Name of Your Company</b>	Intermountain Electric, Inc.
<b>What Industry is Your Business?</b>	Construction/Landscape/Maintenance Services
<b>Address</b>	5050 Osage St. #500
<b>City</b>	Denver
<b>State</b>	Colorado
<b>Zip Code</b>	80221
<b>Business Phone Number</b>	303-733-7248
<b>1. How many employees does your company employ?</b>	Over 100
<b>Number of Full Time:</b>	307
<b>Number of Part Time:</b>	0
<b>2. Do you have a Diversity and Inclusiveness Program?</b>	Yes
<b>2.1. Employment and retention?</b>	Yes
<b>2.2. Procurement and supply chain activities?</b>	Yes
<b>2.3. Customer Service?</b>	Yes

IME follows all Equal Opportunity Policies

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)

5. How often do you provide training and diversity and inclusiveness principles?

5.1 What percentage of the total number of employees generally participate?

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier

diversity and inclusiveness. (If Not Applicable, please type N/A below)

7. Do you have a diversity and inclusiveness committee? No

7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below)

8. Do you have a budget for diversity and inclusiveness efforts? No

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? No

I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

Check Here if the Above Statement is True.

Name of Person Completing Form Brad Faelber

Today's Date 03-05-2020

Last Update 2020-03-05 14:49:54

Start Time 2020-03-05 13:54:47

Finish Time 2020-03-05 14:49:54

IP 205.169.107.10

Browser IE

OS Windows

Referrer <https://fs7.formsite.com/CCDenver/form161/index.html>

 3/11/2020

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*

**ATTACHMENT 7 – SAMPLE  
CONTRACT**  
**INTERMOUNTAIN ELECTRIC**

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A  QUANTA SERVICES COMPANY

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



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**Sample Contract**

We acknowledge the receipt of the Attachment 7 Sample Contract. We have reviewed the terms and agree in principal to its content.

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*

**ATTACHMENT 8 – CERTIFICATE  
OF GOOD STANDING**

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INTERMOUNTAIN ELECTRIC

A QUANTA SERVICES COMPANY

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

INTERMOUNTAIN ELECTRIC, INC.

is a  
Corporation

formed or registered on 02/22/1983 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871509304 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/09/2020 that have been posted, and by documents delivered to this office electronically through 03/11/2020 @ 08:22:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/11/2020 @ 08:22:00 in accordance with applicable law. This certificate is assigned Confirmation Number 12142083 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



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**Prevailing Wages**

We acknowledge the receipt of the Attachment 9 Prevailing Wages and agree to apply them accordingly.

*Denver International Airport  
On-Call Electrical Construction  
RFP # 201952443*



# GEORGE GRIFFITHS

## Director of Special Projects and Service

Lighting the way since 1946 - Lighting the way since 1946



**36 years of experience**

**National  
Apprenticeship  
Program-JATC/IBEW-  
NECA**

**Colorado Licensed  
Journeyman  
Electrician since 1984**

**OSHA 10 Hour**

**First Aid and CPR**

**Mr. Griffiths has been in the electrical business since 1984, has worked at DEN for the last 27 years, and been with Intermountain Electric for 18 of those years. George has been solely dedicated to electrical and low voltage work at Denver International Airport during that time. He has the experience to coordinate complex, large scale projects, with specialized expertise in design/build projects and fast track projects. George's years of experience serving as project manager/superintendent, and now director, have gained him the invaluable knowledge of FAA Specifications and Regulations in regard to airfield lighting.**

## RELEVANT PROJECT HISTORY

### **DEN Concourse C**

Projects included security systems, fire alarm systems, main power and distribution systems, communication systems, lighting systems, CCTV.

### **DEN Electrical On-call Contracts**

Four \$4 million on call contracts with projects including installation of mustang art lighting, GIDS concourse B phase # 1,2, 3 , mayors monitors AGTS train, platform lamp & ballast replacement, concourse A,B,C fids, concourse a generator, water damaged switchgear, AGTS tunnel conduit repair, parking garage inverter, replacement bombardier AGTS fiber, concourse a commuter pole lights , white paging phones

### **DEN Concourse A & C 6 Gate Expansion**

Projects included security systems, fire alarm systems, main power and distribution systems, jet way systems, communication systems, lighting systems, international gate and security systems, CCTV. Also responsible for completion of international gate guidance system at Concourse 'A' & C.

### **DEN Alternative Baggage System**

Responsible for overseeing five sub-contractors on the shift. Completed on schedule.

### **DEN Switchgear Preventive Maintenance and Testing**

Under the supervision of George, IME has been a provider for the ongoing Switchgear Preventive Maintenance for the last 12 consecutive years.

# ROBERT KOLPITCKE

## Project Manager

Lighting the way since 1946 - Lighting the way since 1946



**23 years of experience**

**NFPA 70E**

**OSHA 30**

**Colorado Electrical License**

**NECA level 200 Leadership Training**

**CPR and First Aid**

**Mr. Kolpitcke has been with Intermountain Electric since 2005. His experience spans multiple positions such as Journeyman, Foreman, Assistant Project Manager and Project Manager. While with Intermountain Electric, Robert has worked on projects including tenant improvements, healthcare, commercial solar, high rise, and DEN specialty projects & service for last 4 years.**

## LARGE PROJECT EXPERIENCE

### DEN Concourse A East Jet Fuel and EFSO

This project expanded and relocated the jet fuel line at Concourse A east of the existing commuter facility and future Concourse A east temporary hold room. Installation of new raceways and grounding system between 3 new fuel vaults for fueling of aircraft and including a new EFSO system for shutting the fuel off in emergency situations.

### DEN SWA Line Maintenance

Expansion of Southwest Airlines Line Maintenance on Apron Level of Concourse C this area is for storage of Air Craft parts and equipment for maintenance of Air Crafts. Provide new panels and transformer for new lighting, power, communication raceway and cabling along with new life safety systems.

### DEN Tom's Urban and Tivoli Brewery

New restaurant and bar at the Weston Hotel DEN. IME provided a complete new distribution system for a brewery on fourth floor which included life safety systems and CO2 systems on fifth floor. Installation of all power and light for new kitchen and bars including life safety systems.

**DEN Electrical On-Call 2017 #201627258** \$4 million on call contracts with projects including installation of feeder replacement, Cathodic protection, Design Build of GPS Station 5 & 6, Hotel Ice Rink, MCCB1 Replacement, ARFF 1 Fire Alarm, Jackson Gap Traffic Optimization, AOB Submetering, Pena Sign, Employee Parking Charging Stations, AOB Lighting Replacement, CCTV Pena Welcome Sign, Escalator Heaters, Tennent Submetering, Tunnel Cathodic, ARFF 2 & 3 Hood Suppression, AOB PLC Upgrades, Westin Smoke Control, West Economy Lights, ECS A Panel Revisions, CCTV Pena Blvd, CUP Boiler Enabling, Trash Compactor, Two Way Communications.

# CHRIS TAYLOR

## Superintendent

Lighting the way since 1946 - Lighting the way since 1946



21 years of experience

Confined Space  
Competent Person since  
2018

NFPA 70E 2018

NECA Leadership Training  
Level 100 2018

Denver Fire Alarm System  
Journeyman Installer  
License since 2018

Denver Mass Notification  
Communication System  
Journeyman Installer  
License since 2018

Sexual Harassment for  
Supervisors Certification

Ethnics and Compliance  
Certification

Defensive Driving Course  
Certification

**ime**  
INTERMOUNTAIN ELECTRIC

A QUANTA SERVICES COMPANY

**Mr. Taylor has been in the electrical business since 1999, and with Intermountain Electric since that time. He has served in a supervisory capacity as a Foreman, General Foreman and is currently a Superintendent. He has been responsible for every aspect of commercial and industrial electrical installations, including tenant finish, branch power and lighting, industrial process control wiring, industrial motor control centers, VFD's, panels, transformers, rectifiers, ups systems, switchgear, transfer switches, emergency power generating equipment, Fire Alarm and Mass Notification Systems and all forms of conduit and raceway.**

## LARGE PROJECT EXPERIENCE

### DEN Concourse B

Project included UAL OONES/RIDS branch power, communications in cat6 and Fiber optics. UAL Customer Service Centers branch power, communications in cat6 and Fiber optics.

### DEN Concourse A 5 Gate Addition

\$1.25 Million Project involved power and control wiring for the addition of 5 new passenger loading bridges, distribution and branch power and lighting, fire alarm, emergency communications, and security systems.

**DEN Electrical On-call Contracts** Two \$4 million on call contracts with projects including installation of mustang art lighting, GIDS concourse B phase # 1,2, 3 , mayors monitors AGTS train, platform lamp & ballast replacement, concourse A,B,C fids, concourse a generator, water damaged switchgear, AGTS tunnel conduit repair, parking garage inverter, replacement bombardier AGTS fiber, concourse a commuter pole lights , white paging phones

### DEN Concourse A

Projects included security systems, fire alarm systems, main power and distribution systems, jet way systems, communication systems, lighting systems, international gate and security systems, CCTV.

# CONNOR VONESH

## Project Engineer

Lighting the way since 1946 - Lighting the way since 1946



**2 year of experience**

**Business Real Estate  
Degree from CSU**

**Construction  
Management Minor  
from CSU**

**Connor Vonesh has been with Intermountain Electric for 2 years. He has gained valuable knowledge from Colorado State University graduating with a major in business real estate and minor in construction management. Since his graduation, he has been working out at Denver International Airport on various jobs ranging from Electrical On-Call and expansion jobs to tenant finishes. Some of his daily duties include; submittals, RFI's, change orders, Unifier, MBE/WBE tracking, scheduling, and billing.**

## LARGE PROJECT EXPERIENCE

### DEN UAL Baggage Install

Phased construction to replace UAL baggage handling system in Concourse B. Demolition of existing baggage handling system, mechanical, electrical, and life safety modifications to support surrounding area in basement level.

### DEN TSA ASL Pilot Program

The location of the work was located on both North TSA Security Screening area on level 5 Terminal. Installed one dedicated 208v circuit and another 208v circuit for the new body scanner as part of the TSA test program for the body scanner.

### DEN Electrical On-Call 2017 #201627258

\$4 million on call contracts with projects including installation of feeder replacement, Cathodic protection, Design Build of GPS Station 5 & 6, Hotel Ice Rink, MCCB1 Replacement, ARFF 1 Fire Alarm, Jackson Gap Traffic Optimization, AOB Submetering, Pena Sign, Employee Parking Charging Stations, AOB Lighting Replacement, CCTV Pena Welcome Sign, Escalator Heaters, Tennent Submetering, Tunnel Cathodic, ARFF 2 & 3 Hood Suppression, AOB PLC Upgrades, Westin Smoke Control, West Economy Lights, ECS A Panel Revisions, CCTV Pena Blvd, CUP Boiler Enabling, Trash Compactor, Two Way Communications.

### DEN Emergency Fuel Shut Off Replacement (EFSO)

The replacement of the existing Simplex system necessitates two additional scopes of work as well as repair to existing duct bank infrastructure. The first is that the existing EFSO hand station I/O modules that communicated with the Simplex system must be replaced with modules capable of communicating with the new PLC system.

**EXHIBIT H****Intermountain Electric, Inc.****RFP #201952443****On Call Electrical Construction****SCHEDULE OF RATES AND MARKUPS FORM**

Refer to V-7 for a statement of the criteria to be evaluated with respect to this section. Use this form. Include Exhibit K and Exhibit L in their entirety.

**A. Position**

<b>Project Manager:</b>	<b><u>\$97.88/hr</u></b>
<b>Project Superintendent:</b>	<b><u>\$82.63/hr</u></b>
<b>Project Engineer:</b>	<b><u>\$60.71/hr</u></b>
<b>Office Engineer/Project Accountant:</b>	<b><u>\$71.65/hr</u></b>
<b>Administrative Asst / Timekeeper:</b>	<b><u>\$44.44/hr</u></b>

**B. Labor Markup**

**Labor Markup Percentage:** **12%**

Markup to be multiplied by estimated labor cost as negotiated. Estimated labor cost will be the estimated actual labor costs submitted by contractor and verified by CCD. Estimated labor cost will include all craft wages, fringe benefits and burdens. Markup will include overhead, home office overhead safety and other training, profit, small tools, and consumables. Small tools are defined as any tool with a replacement value of \$500 or less. Consumables are defined as any materials that may be consumed by the work and are not part of the permanent installation (e.g. rags, drill bits, hard hats, safety glasses, gloves, saw blades, reciprocating saw blades, tape, welding rod, etc.).

**C. Material Markup**

**Material Markup Percentage:** **12%**

Markup to be multiplied by actual material quotes if available or estimated cost if not available. Markup will include overhead, home office overhead and profit. Markup will not be applied to sales taxes.

**D. Equipment Markup**

**Equipment Markup Percentage:** **6%**

Markup to be multiplied by estimated equipment costs as negotiated. Estimated equipment utilization rates will be derived from the Rental Rate Blue Book for Construction Equipment as modified by CDOT Standard Specifications for Road and Bridge Construction, Section 109.04 (c). Markup to include overhead, home office overhead and profit.

**E. Subcontractor Markup**

**Intermountain Electric, Inc.****RFP #201952443****On Call Electrical Construction****Subcontractor Markup Percentage: 9%**

Markup to be multiplied by agreed-to subcontractor proposals submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

**F. Engineering and Survey Markup****Engineering and Survey Markup Percentage: 9%**

Markup to be multiplied by agreed-to subcontractor proposals submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

**G. Testing Markup****Testing Markup Percentage: 9%**

Markup to be multiplied by agreed-to subcontractor testing submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

**H. Permits**

Permits will be obtained by the contractor. Permit costs will be the agreed to or actual cost of the permit without markup. Costs to acquire the permit will be included in the other markups.

**I. Sales Tax, Bond and Insurance**

Sales tax, bonding and insurance costs will be the agreed to or actual cost without markup.

**J. Additional or Extra Work Performed within a Task Order**

Extra work will be performed utilizing the same markups as the original Task Order.

**K. Retention**

Final settlement and release of retention will be made upon completion of each Task Order rather than contract completion.

**L. Subcontractors**

Subcontractors will be required to use the same markups as the prime contractor. Reimbursement and mark-up percentage for subcontractor staff, when required, will be as described in section Labor Mark-up above.

## Core Staff Labor Rate Data Entry Worksheet

<u>Select the Contractor Company</u>	<u>Enter the Employee Name</u>	<u>Select the appropriate Job Title</u>	If "Other" is selected in column "D", enter actual Job Title	<u>Select the appropriate Experience Level</u>	Enter the Employee Hourly Wage (Salary / 2,080)	Hourly rate for Allowances on the Payroll Register	Total Base Hourly Rate	Multiplier Factor	Hourly Rate Charged to the City
1 Intermountain Electric	Robert Kolpitsche	Project Manager		Level V, Managerial	\$97.88				\$97.88
2 Local #68	Chris Taylor	Project Superintendent		Level IV, Supervisory	\$82.63				\$82.63
3 Intermountain Electric	Connor Vonesh	Project Engineer		Level III, Full Experience	\$60.71				\$60.71
4 Local #68	TBD	Other		Quality Control (QC) Man	\$68.04				\$68.04
5 Intermountain Electric	Sarah A herton	Administrative Assistant / Timekeeper		Level III, Full Experience	\$44.44				\$44.44
6 Intermountain Electric	George Griffiths	Director of Construction Management		Level V, Managerial	\$134.72				\$134.72
7 Intermountain Electric	Dora Harrell	Project Accountant		Level IV, Supervisory	\$71.65				\$71.65
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