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# 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 **MILENDER WHITE CONSTRUCTION CO.,** a Colorado corporation ("**Contractor** ") (collectively the "**Parties**").

## W I T N E S S E T H

**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 the work described in Request for Proposal No. 202579097-00, On-Call General Construction Project (the "**Project**") 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**"), and Contractor's proposal was selected for award; 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:

## 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
- Task Order(s)
- Building Information Modeling ("**BIM**") if applicable
- Change Directives
- Change Orders
- Appendix No. 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

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- 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 Contractor Performance Reviews
- Exhibit J Construction Task Order Process
- Exhibit K MWBE EDI Plan
- Exhibit L Request for Proposals and Contractor's Response to Request for Proposal and Forms
- Exhibit M Workforce Commitment Form

In the event of an irreconcilable conflict between a provision of Sections 1 through 35 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 No. 1 Federal Appendices
2. Contract
3. Task Orders
4. Change Directives
5. Change Orders
6. Exhibit A Scope of Work
7. Exhibit J Construction Task Order Process
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 F***)
11. Exhibit C Insurance Requirements
12. Exhibit D Prevailing Wage Schedules
13. Exhibit K MWBE EDI Plan
14. Exhibit M Workforce Commitment Form
15. Exhibit L Request for Proposals and Contractor's Response to Request for Proposal and Forms
16. Exhibit I Contractor Performance Reviews
17. Exhibit G Performance Bond
18. Exhibit H Payment Bond
19. Building Information Modeling ("**BIM**") if applicable

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

## 1. SCOPE OF WORK:

**A.** 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

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described, drawn, set forth, shown, and included in the Scope of Work, attached as ***Exhibit A*** ("**Scope of Work**"), the Task Orders issued pursuant to this Contract, and the Contract Documents (the "**Work**").

**B. Task Orders.** The Project Manager will issue task orders for Work to be completed under this Contract ("**Task Orders**"), and the Task Order process as specified in ***Exhibit J*** (**"Construction Task Order Process**"). The terms of each Task Order may include, but are not limited to, information regarding schedule, staffing, and pricing. All Task Orders must be competitively procured and bids for such Task Orders shall be submitted as required by the City, including as specified in ***Exhibit J.***

## 2. TERM OF CONTRACT:

**A.** The Term of this Contract shall commence on the Effective Date and shall expire three (3) years from the Effective Date ("**Term**"), unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Contract may be extended for two (2) periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below. If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Design, Engineering and Construction (the "**SVP**"), in their sole discretion, may direct Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

**B.** Contractor agrees to begin the performance of the Work required under this Contract or any individual Task Order within ten (10) days after being notified to commence Work by the SVP and agrees to fully complete the Work described in each Task Order in its entirety within the time frame established for the Task Order. This period of performance for each Task Order is also referred to as "**Contract Time**." Contractor is not authorized to commence work prior to its receipt of each Task Order or Notice to Proceed, if one is provided for in a Task Order.

## 3. TERMS OF PAYMENT:

**A.** The City agrees to pay Contractor for the performance and completion of all of the Work required by the Scope of Work, each authorized Task Order and the Contract Documents, and the City shall not be liable under the terms of this Contract for an amount in excess of a total amount of **Thirty Million Dollars and No Cents (\$30,000,000.00)** (the "**Maximum Contract Amount**"). 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 in this Contract.

## 4. VERIFIED STATEMENT OF CLAIMS:

Colorado Revised Statutes ("**C.R.S.**") § 38-26-107 requires that, in the event any person

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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 Staff time.

**5. DISPUTES:**

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in ***Exhibit F*** ("**General Conditions**"), as modified by ***Exhibit E*** ("**Special Conditions**"), if any, and the Denver Revised Municipal Code ("**D.R.M.C**.") § 5-17 and all related rules and procedures, including but not limited to DEN Rule 250. The determination resulting from said administrative hearing shall be final, subject only to Parties' right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

**6. 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 Section 5. 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.

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## 7. 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. With respect solely to the City, in the event that defects in the Project are alleged, Contractor specifically waives C.R.S. §13-20-803 through and including §13-20-807.

## 8. 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 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.

## 9. 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 Contract Time, including any extensions of the Contract or other extended period stipulations stated in ***Exhibit C***. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

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

**C.** The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this 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

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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 C.R.S. §§ 24-10-101, *et seq*. ("**Colorado Governmental Immunity Act**") or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

## 10. 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.

## 11. 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.

## 12. 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 their 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 their authorized representative, automatically terminate this Contract and all rights of Contractor hereunder.

## 13. 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 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.

## 14. 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.

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## 15. 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.

## 16. NO DISCRIMINATION IN EMPLOYMENT:

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

## 17. 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.

## 18. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

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

**B.** Contractor shall perform all work in compliance with Executive Order No. 123 regarding Sustainability as may be directed by the City, including the requirement that all new City buildings and major renovations will be certified to the applicable Leadership in Energy and Environmental Design ("**LEED**") Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: https://business.flydenver.com/bizops/bizRequirements.asp.

## 19. PREVAILING WAGE REQUIREMENTS:

**A.** Contractor shall comply with, and agrees to be bound by, all requirements, conditions and determinations of the City regarding D.R.M.C. §§20-76 through 20-79, ("**Prevailing Wages Ordinance**"), 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

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benefits in effect on the date funds for the Contract were encumbered.

Date bid or proposal issuance was advertised: June 25, 2025.

**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 ("**Auditor**") 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 Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

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

## 20. NON-EXCLUSIVE RIGHTS:

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

## 21. CITY PROMPT PAYMENT:

**A.** Unless otherwise provided in this Contract, the City will make monthly progress payments to Contractor for all services performed under this Contract based upon Contractor's monthly invoices and in compliance with the General Conditions, as they may be modified in this Contract. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Contract.

**B.** Final payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by Contractor. In addition to retention, the City may, at the discretion of the CEO, withhold reasonable amounts from billing and the entirety of

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the final payment until all such requirements are performed to the satisfaction of the CEO.

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

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

## 23. COLORADO OPEN RECORDS ACT:

**A.** Contractor acknowledges that the City is subject to the provisions of C.R.S. §§ 24-72-201 *et seq*. ("**Colorado Open Records Act**" or "**CORA**"), 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

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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.

## 24. EXAMINATION OF RECORDS AND AUDITS:

**A.** Any authorized agent of the City, including the Auditor or their representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Contract, provision of any goods or services to the City, and any other transactions related to this Contract. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Contract or expiration of the applicable statute of limitations. When conducting an audit of this Contract, the Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

**B.** Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Contract , any duly authorized representative of the City, including the CEO or their representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

## 25. COMPLIANCE WITH DENVER WAGE LAWS:

To the extent applicable to Contractor's provision of Work hereunder, Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding D.R.M.C. §§ 58-1 through 58-26 ("**City's Minimum Wage and Civil Wage Theft Ordinances**" or "**Wage Ordinances**"), including, but not limited to, the requirement

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

**26. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:**

**A.** This Contract is subject to D.R.M.C. Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**") and any Rules or Regulations promulgated pursuant thereto. Contractor's goal commitment to MWBE participation for this Contract is 15% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by Contractor.

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

(i) If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

(ii) If change orders or any other contract modifications are issued under the Contract, Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

(iii) If change orders or other amendments or modifications are issued under the Contract that include an increase in the Scope of Work of this Contract, whether by amendment, change order, force account or otherwise, which increases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes.

(iv) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. Contractor shall satisfy the

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goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-60 and 28-73 with regard to changes in scope or participation, including termination or substitution of an MWBE subcontractor. Contractor shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-60, 28-70, and 28-73 with respect to the modified dollar value or work under the Contract.

(v) Failure to comply with these provisions may subject Contractor to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

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

## 27. EQUITY, DIVERSITY AND INCLUSION ("EDI") PLAN:

Contractor shall comply the Equity, Diversity and Inclusion Plan attached hereto as ***Exhibit K*** ("**EDI Plan**"). The City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

## 28. WORKFORCE REQUIREMENTS:

**A.** To the extent applicable, Contractor shall comply with the requirements of D.R.M.C. Article XI, Chapter 28 (the "**Workforce Ordinance**"). If the City determines that a Task Order issued pursuant to this Contract will be Ten Million Dollars ($10,000,000) or more, the Task Order will be subject to the Workforce Ordinance. Contractor shall also comply with any implementing rules and regulations promulgated by the Denver Construction Careers Program of the Denver Economic Development and Opportunity agency and Contractor's, approved Workforce Plan (collectively "**Workforce Requirements**").

**B.** All costs arising out of or related to compliance with Workforce Requirements are included in Contractor's Proposal, attached hereto as ***Exhibit L***. Contractor is not entitled to additional compensation, change orders or modifications for complying with Workforce Requirements. Contractor's Workforce Commitment Form is attached hereto as ***Exhibit M***.

## 29. SENSITIVE SECURITY INFORMATION:

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

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## 30. DEN SECURITY:

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

**B.** Contractor is responsible for compliance with Airport Security regulations, 49 C.F.R. Part 1542 (Airport Security) and 14 C.F.R. Part 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.

## 31. 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 Airport System. It also is subject to the terms below and in ***Appendix No. 1*** to this Contract.

(i) 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 subcontractors 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.

(ii) 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.

(iii) Occupational Safety and Health Act: This Contract incorporates by

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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.

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

**32. USE, POSESSION OR SALE OF ALCOHOL OR DRUGS:**

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

**33. CITY SMOKING POLICY:**

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

**34. 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.

**35. 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

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

**[SIGNATURE PAGES FOLLOW]**

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**Contract Control Number:** PLANE-202581819-00
**Contractor Name:** MILENDER WHITE CONSTRUCTION CO.

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: _____

By: _____

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**Contract Control Number:** PLANE-202581819-00
**Contractor Name:** MILENDER WHITE CONSTRUCTION CO.

By: Signed by: _____
4A7DC581FE6748E...

Name: John Barnhart
(please print)

Title: Construction Executive
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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# Appendix No. 1

## Standard Federal Provisions – (Non-AIP Funded)

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## GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities 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 subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by 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 Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to Contractor under the contract until Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 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) ) including amendments thereto;

- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

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- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (P.L. 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 U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- 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).

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

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## 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. 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.

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DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# SCOPE OF WORK

| | |
|---|---|
| OPR: | Design Engineering and Construction – Infrastructure |
| Supersedes: | None |
| Certified by: | Director, DEC-Infrastructure |

The on-call construction contract is anticipated to address necessary maintenance and construction of Airside and Landside heavy civil infrastructure at Denver International Airport (DEN). Work is issued on a Task Order basis, which will detail the specific construction services to be provided at that time. Typically, the work will be performed per the Federal Aviation Administration (FAA) criteria and Colorado Department of Transportation (CDOT) specifications, as applicable.

Execution of services and task orders to ensure project completion may include various delivery mechanisms including but not restricted to design-bid-build (DBB), design-build (DB), Construction Management at Risk (CMAR)/Construction Manager/General Contractor (CM/GC), progressive design-build, and others.

Certain areas of work (roadways, airfield) may require significant night and off-peak work. Working hours are subject to change and will be based upon the operational needs of DEN. Quantities of work performed may be low production and scattered throughout DEN property.

## SERVICES INCLUDE:

1. **Construction and Renovation**: Execute construction and renovation projects as specified in task orders, with a primary focus on adherence to all applicable standards and requirements. This includes quality standards, safety regulations, and project timelines. Your commitment to these standards is crucial in ensuring the successful completion of each project.
2. **Subcontractor Management**: Coordinate subcontractors, suppliers, and vendors involved in project execution, ensuring compliance with contractual obligations and specifications.
3. **Quality Control**: Implement quality control measures to monitor workmanship, materials, and construction processes and ensure the delivery of high-quality outcomes.
4. **Safety Management**: Prioritize safety on construction sites, implement safety protocols, conduct regular safety inspections, and ensure compliance with relevant safety regulations.
5. **Construction Updates and Meetings**: Participate in construction update meetings, provide progress reports, address project-related issues, and collaborate with DEN stakeholders to ensure project success.

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## TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

1. **Landside and Airside infrastructure repair, rehabilitation, or improvements:**
    a. Pavement repair and rehabilitation including panel replacements, spall repairs, joint repair
    b. Correct drainage and embankment failures
    c. Erosion, drainage, water quality repairs and improvements
    d. Signage, striping, traffic control
    e. Electrical
    f. Bridge rehabilitation and repairs, deck, curbs, bridge rail, expansion joints
    g. Pavement preventative maintenance measures
    h. Roadway widening
    i. Traffic control
    j. New or repair of existing retaining walls
    k. Landscape maintenance
    l. New roadway/parking lot construction or reconstruction
2. **Pre-construction and Planning Tasks:**
    a. Evaluation of project requirements and site conditions
    b. Development of preliminary phasing plans and project schedules
    c. Procurement of necessary tools, equipment, and materials
    d. Coordination with DEN project team and review of project plans
3. **Project Management and Administration:**
    a. Task management and coordination of field labor
    b. Procurement and management of subcontractors
    c. Testing and commissioning of installed work
    d. Documentation and reporting of project progress
4. **Miscellaneous Tasks:**
    a. Selective demolition of existing infrastructure
    b. Preconstruction work to assess project feasibility
    c. Design validation and review
    d. Site preparation and cleanup

The on-call construction services provided under this contract will support DEN in achieving its infrastructure enhancement goals, ensuring Denver International Airport's continued success and efficiency. Through collaborative efforts and adherence to high standards of construction excellence, the contractor will contribute to DEN's mission of providing a world-class airport experience for passengers and stakeholders.

# END OF EXHIBIT

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# RULES AND REGULATIONS

## *REGARDING*

## EQUAL EMPLOYMENT OPPORTUNITY

Promulgated and adopted by the Executive Director of the Department of Transportation and Infrastructure 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 subject to differential treatment, including persons of African descent (Black), Spanish-surnamed (Hispanic), Asian-American and American Indian Groups.

### RULE I - *DEFINITIONS*

A. "City" means the City and County of Denver.

B. "Manager" shall mean the Executive Director of the Department of Transportation and Infrastructure 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 Division of Small Business Opportunity.

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 III, 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. "Division of Small Business Opportunity" 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

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or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (10) days prior to the date scheduled for the hearing.

## RULE III - *HEARING*

A. Contractors will appear at hearings and may be represented by counsel, and may present testimony orally and other evidence.

B. Hearings shall be conducted by one or more hearing examiners designated as such by the Manager.

C. The Director of the Division of Small Business Opportunity 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 the dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

**REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:**

The Director of the Division of Small Business Opportunity shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Division of Small Business Opportunity 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 Division of Small Business Opportunity; 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 Division of Small Business Opportunity 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.

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**REGULATION NO. 5 - AWARD OF CONTRACTS:**

It shall be the responsibility of the Director of the Division of Small Business Opportunity 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 the Notice to Proceed a sign-off will be required of the Director of the Division of Small Business Opportunity 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 and County of Denver monies.
2. APPENDIX B: Equal Opportunity Clause (11246) - ALL FEDERAL ASSISTED.
3. APPENDIX C: Section 3 - Assurance of Compliance - HUD ASSISTED PROJECTS.
4. APPENDIX D: Section 3 - Clause - HUD ASSISTED PROJECTS.

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 Denver Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen (15) 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 Transportation and Infrastructure, City and County

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of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

## APPENDIX A

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Each Contractor will comply with all provisions of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and the Director.

5. The Contractor will furnish all information and reports required by Article III, Division 2 of 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 canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article 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 of 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 on each subcontractor or supplier. 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.

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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 of 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.

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**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

For All Non-Exempt Construction Contracts to Be Awarded by the
City and County of Denver, Department of Transportation and Infrastructure.

**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.

/s/_____

Executive Director of Transportation and Infrastructure
City and County of Denver

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## 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* 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 and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

| GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE | GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE |
|---|---|
| From January 1, 1982 to Until Further Notice | From January 1, 1982 to Until Further Notice |
| **21.7% - 23.5%** | **6.9%** |

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

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

If the Contractor counts the 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.

* "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.

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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 Transportation and Infrastructure, and the Division of Small Business Opportunity 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 Division of Small Business Opportunity 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.

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**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.

**B. 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 of 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 III, Division 2 of 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 Transportation and Infrastructure in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".

3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

It shall be no excuse that the union with which 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 of Chapter 28 of the Revised Municipal Code. It is the policy of the Department of Transportation and Infrastructure 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.

**D. GENERAL REQUIREMENTS:**

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a Contractor subcontracts a portion of work in any trade covered by these

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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 III, 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 III, 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 the Department of Transportation and Infrastructure, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

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# EXHIBIT C

## CITY AND COUNTY OF DENVER
## INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
## CONSTRUCTION AGREEMENT (NON-ROCIP)

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

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

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

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

**B. Defined Terms**

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

**C. Coverages and Limits**

1. Commercial General Liability

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

   a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
   b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
   c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.
   d. Coverage shall include Fire Damage Legal Liability in a minimum limit of $100,000 per fire.

2. Business Automobile Liability

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

   a. If operating vehicles unescorted airside at DEN, a $10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
   b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

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c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

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

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

5. Professional Liability (Errors & Omissions):
Contractor shall maintain a minimum limit of $1,000,000 per occurrence and annual policy aggregate, providing coverage for applicable services outlined in this Agreement.

6. Builder's Risk Insurance or Installation Floater:
During the duration of the construction or tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:

a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
b. be maintained until formal acceptance of the project by DEN or the placement of permanent

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property insurance coverage, whichever is later;

c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

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

8. Unmanned Aerial Vehicle (UAV) Liability:
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

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

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

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

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

**G. Notice of Material Change, Cancellation or Nonrenewal**

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

**H. Cooperation**

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

**I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized

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representative and must be submitted to the City at the time Contractor signed this Agreement.

9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

**J. Part 230 and the DEN Airport Rules and Regulations**

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

**K. Applicability of ROCIP Requirements**

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

DEN ROCIP Safety Manual

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

DEN ROCIP Insurance Manual
DEN ROCIP Claims Guide

**Notice of Change to ROCIP:** DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

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Exhibit D

# City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

## 2025 Building General Wage Decision

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator
**DATE:** March 14, 2025
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, March 14, 2025,** 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 four stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

### General Wage Decision No. CO20250020

Superseded General Decision No. CO20240020
Modification No. 3
Publication Date: 03/14/2025
(5 pages)

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

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on August 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis-Bacon classifications under $18.81 to comply with the city's minimum wage.**

**General Decision Number:** CO20250020 03/14/2025

**Superseded General Decision Number:** CO20240020

**State:** Colorado

**Construction Type:** Building

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**County:** Denver County in Colorado.

## BUILDING CONSTRUCTION PROJECTS

(Does not include single-family homes or apartments up to and including four stories.)

**Note:** Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 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 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

| MODIFICATION NUMBER | PUBLICATION DATE |
|---|---|
| 0 | 01/03/2025 |
| 1 | 02/07/2025 |
| 2 | 03/07/2025 |
| 3 | 03/14/2025 |

| ASBE0028-002 07/01/2024 | RATES | FRINGES |
|---|---|---|
| ASBESTOS WORKER/HEAT & FROST INSULATOR – MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION) | $34.98 | $16.47 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



| CARP0055-002 05/01/2024 | RATES | FRINGES |
|---|---|---|
| CARPENTER (DRYWALL HANGING ONLY) | $35.10 | $13.41 |

| CARP1607-001 06/01/2024 | RATES | FRINGES |
|---|---|---|
| MILLWRIGHT | $42.50 | $17.93 |

| ELEC0068-012 06/01/2024 | RATES | FRINGES |
|---|---|---|
| ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING) | $44.95 | $19.08 |

| ELEV0025-001 01/01/2024 | RATES | FRINGES |
|---|---|---|
| ELEVATOR MECHANIC | $56.57 | $40.35 |

**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 05/01/2024**

| POWER EQUIPMENT OPERATOR (CRANE) | RATES | FRINGE |
|---|---|---|
| 141 TONS AND OVER | $39.80 | $15.20 |
| 50 TONS AND UNDER | $35.78 | $15.20 |
| 51 TO 90 TONS | $36.09 | $15.20 |
| 91 TO 140 TONS | $37.34 | $15.20 |

| IRON0024-010 11/01/2024 | RATES | FRINGES |
|---|---|---|
| IRONWORKER, STRUCTURAL/ORNAMENTAL | $39.21 | $12.79 |

| IRON00847- 11/01/2024 | RATES | FRINGES |
|---|---|---|
| IRONWORKER, REINFORCING | $55.25 | $3.65 |

| PAIN0079-006 08/01/2022 | RATES | FRINGES |
|---|---|---|
| PAINTER (BRUSH, ROLLER, AND SPRAY; EXCLUDES DRYWALL FINISHING/TAPING) | $27.41 | $11.56 |

| PAIN0079-007 08/01/2022 | RATES | FRINGES |
|---|---|---|
| DRYWALL FINISHER/TAPER | $28.11 | $11.56 |

| PAIN0419-001 06/01/2022 | RATES | FRINGES |
|---|---|---|
| SOFT FLOOR LAYER (VINYL AND CARPET) | $18.81 | $14.33 |

| PAIN0930-002 07/01/2024 | RATES | FRINGES |
|---|---|---|
| GLAZIER | $35.51 | $12.65 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



| PLUM0003-009 06/01/2024 | RATES | FRINGES |
|---|---|---|
| PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION) | $45.43 | $20.15 |

| PLUM0208-008 06/01/2024 | RATES | FRINGES |
|---|---|---|
| PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION; EXCLUDES HVAC DUCT INSTALLATION) | $44.15 | $22.43 |

| SFCO0669-002 04/01/2024 | RATES | FRINGES |
|---|---|---|
| SPRINKLER FITTER (FIRE SPRINKLERS) | $45.44 | $26.98 |

| SHEE0009-004 07/01/2024 | RATES | FRINGES |
|---|---|---|
| SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION) | $39.47 | $21.83 |

| SUCO2013-006 07/31/2015 | RATES | FRINGES |
|---|---|---|
| BRICKLAYER | $21.96 | $0.00 |
| CARPENTER: ACOUSTICAL CEILING INSTALLATION ONLY | $22.40 | $4.85 |
| CARPENTER: METAL STUD INSTALLATION ONLY | $18.81 | $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 | $18.81 | $5.22 |
| LABORER: MASON TENDER – BRICK | $20.32 | $0.00 |
| LABORER: MASON TENDER – CEMENT/CONCRETE | $20.33 | $0.00 |
| LABORER: PIPELAYER | $19.26 | $3.68 |
| OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE | $20.78 | $5.78 |
| OPERATOR: BOBCAT/SKID STEER/SKID LOADER | $19.10 | $3.89 |
| OPERATOR: GRADER/BLADE | $21.50 | $0.00 |
| ROOFER | $18.85 | $0.00 |
| TRUCK DRIVER: DUMP TRUCK | $18.97 | $0.00 |
| WATERPROOFER | $18.81 | $0.00 |

**Welders** – Receive rate prescribed for craft performing operation to which welding is incidental.

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



## Administrator Supplemental Rates

Specific to the Denver projects: Revision Date: 01/06/2025

| CLASSIFICATION | BASE | FRINGE |
|---|---|---|
| BOILERMAKER | $30.97 | $21.45 |
| LABORER: CONCRETE SAW | $18.81 | $0.00 |
| PAPER HANGER | $20.15 | $6.91 |
| PLASTERER | $24.60 | $12.11 |
| PLASTER TENDER | $18.81 | $0.00 |
| TRUCK DRIVER: FLATBED | $19.14 | $10.07 |
| TRUCK DRIVER: SEMI | $19.48 | $10.11 |

| CLASSIFICATION: POWER EQUIPMENT OPERATOR | BASE | FRINGE |
|---|---|---|
| CONCRETE MIXER — LESS THAN ONE YD | $23.67 | $10.67 |
| CONCRETE MIXER – 1 YD AND OVER | $23.82 | $10.68 |
| DRILLERS | $23.97 | $10.70 |
| LOADER – UP TO AND INCLUDING SIX CU YD | $23.67 | $10.67 |
| LOADERS – OVER SIX CU YD | $23.82 | $10.68 |
| MECHANIC | $18.81 | $0.00 |
| MOTOR GRADER | $23.97 | $10.70 |
| OILERS | $22.97 | $10.70 |
| ROLLER | $23.67 | $10.67 |

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

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit D

# City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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## 2025 Heavy General Wage Decision

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator
**DATE:** March 28, 2025
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Monday, March 31, 2025,** and applies to the City and County of Denver for **HEAVY 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, § 20-76(c).

### General Wage Decision No. CO 20250002

Superseded General Decision No. CO 20240002
Modification No. 2
Publication Date: 03/28/2025
(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.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under $18.81 to comply with the city's minimum wage.**

**General Decision Number:** CO20250002 03/28/2025

**Superseded General Decision Number:** CO20240002

**State:** Colorado

**Construction Type:** Heavy

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



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

## HEAVY CONSTRUCTION PROJECTS

**Note:** Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 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 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

| MODIFICATION NUMBER | PUBLICATION DATE |
|---|---|
| 0 | 01/03/2025 |
| 1 | 03/14/2025 |
| 2 | 03/28/2025 |

| ASBE0028-001 07/01/2024 | RATES | FRINGES |
|---|---|---|
| **ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS)** | $34.98 | $16.47 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit D

| BRCO0007-004 01/01/2024 | RATES | FRINGES |
|---|---|---|
| BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES) | $42.37 | $12.86 |

| BRCO0007-006 05/01/2024 | RATES | FRINGES |
|---|---|---|
| BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES) | $32.93 | $14.29 |

| ELEC0012-011 09/01/2024 | RATES | FRINGES |
|---|---|---|
| ELECTRICIAN (INCLUDES PUEBLO COUNTY) | $33.55 | $15.71 |

| ELEC0068-001 06/01/2024 | RATES | FRINGES |
|---|---|---|
| ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES) | $44.95 | $19.08 |

| ELEC0111-001 03/01/2025 LINE CONSTRUCTION | RATES | FRINGES |
|---|---|---|
| LINE CONSTRUCTION/GROUNDMAN | $26.09 | 16.75%+7.80 |
| LINE EQUIPMENT OPERATOR / LINE TRUCK CREW | $42.16 | 16.75%+7.80 |
| LINEMAN GAS FITTER/WELDER | $58.53 | 16.75%+7.80 |

| ELEC0111-007 01/01/2025 | RATES | FRINGES |
|---|---|---|
| ELECTRICIAN (INCLUDES MESA COUNTY) | $31.75 | $13.25 |

| ELEC0113-002 06/01/2024 | RATES | FRINGES |
|---|---|---|
| ELECTRICIAN (INCLUDES EL PASO COUNTY) | $38.20 | $18.10 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit D

| ENGI0009-001 05/01/2024<br>POWER EQUIPMENT OPERATORS | RATES | FRINGES |
|---|---|---|
| BLADE: FINISH | $34.58 | $15.20 |
| BLADE: ROUGH | $34.05 | $15.20 |
| BULLDOZER | $34.05 | $15.20 |
| CRANES: 50 TONS AND UNDER | $34.77 | $15.20 |
| CRANES: 51 TO 90 TONS | $35.07 | $15.20 |
| CRANES: 91 TO 140 TONS | $36.27 | $15.20 |
| CRANES: 141 TONS AND OVER | $38.63 | $15.20 |
| FORKLIFT | $34.58 | $15.20 |
| MECHANIC | $35.58 | $15.20 |
| OILER | $34.14 | $15.20 |
| SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS | $35.20 | $15.20 |
| SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS | $35.41 | $15.20 |
| TRACKHOE | $35.20 | $15.20 |

| IRON0024-003 11/01/2024 | RATES | FRINGES |
|---|---|---|
| IRONWORKER, STRUCTURAL | $39.21 | $23.49 |

| IRON 00847 11/01/2024 | RATES | FRINGES |
|---|---|---|
| IRONWORKER, REINFORCING | $55.25 | $3.65 |

| LABO0086-001 05/01/2009 | RATES | FRINGES |
|---|---|---|
| LABORERS: PIPELAYER | $18.81 | $6.78 |

| PLUM0003-005 06/01/2024 | RATES | FRINGES |
|---|---|---|
| PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES) | $50.68 | $20.15 |

| PLUM0058-002 07/01/2024 | RATES | FRINGES |
|---|---|---|
| PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY) | $45.90 | $17.17 |

| PLUM0058-008 07/01/2024 | RATES | FRINGES |
|---|---|---|
| PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY) | $45.90 | $17.17 |

| PLUM0145-002 07/01/2024 | RATES | FRINGES |
|---|---|---|
| PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY) | $38.67 | $15.08 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



| PLUM0208-004 06/01/2024 | RATES | FRINGES |
|---|---|---|
| PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES) | $46.01 | $22.43 |

| SHEE0009-002 07/01/2024 | RATES | FRINGES |
|---|---|---|
| SHEET METAL WORKER | $39.47 | $21.83 |

| TEAM0455-002 05/01/2024 | RATES | FRINGES |
|---|---|---|
| TRUCK DRIVERS: PICKUP | $26.21 | $4.82 |
| TRUCK DRIVERS: TANDEM/SEMI AND WATER | $26.84 | $4.82 |

| SUCO2001-006 12/20/2001 | RATES | FRINGES |
|---|---|---|
| BOILERMAKER | $18.81 | $** |
| TRUCK DRIVERS: TANDEM/SEMI AND WATER | $26.84 | $4.82 |
| CARPENTERS: FORM BUILDING AND SETTING | $19.64 | $2.74 |
| CARPENTERS: ALL OTHER WORK | $18.81 | $3.37 |
| CEMENT MASON/CONCRETE FINISHER | $18.83 | $2.85 |
| IRONWORKER, REINFORCING | $18.81 | $3.90 |
| LABORERS: COMMON | $18.81 | $2.92 |
| LABORERS: FLAGGER | $18.81 | $3.80 |
| LABORERS: LANDSCAPE | $18.81 | $3.21 |
| PAINTERS: BRUSH, ROLLER & SPRAY | $18.81 | $3.26 |
| POWER EQUIPMENT OPERATORS: BACKHOE | $18.81 | $2.48 |
| POWER EQUIPMENT OPERATORS: FRONT END LOADER | $18.81 | $3.23 |
| POWER EQUIPMENT OPERATORS: SKID LOADER | $18.81 | $4.41 |

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

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



## Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

| Classification | | Base | Fringe |
|---|---|---|---|
| Laborer | Group 1 | $18.81 | $8.27 |
| | Group 2 | $21.59 | $8.61 |
| Laborer (Common) | | $18.81 | $2.92 |
| Laborer (Flagger) | | $18.81 | $3.80 |
| Laborer (Landscape) | | $18.81 | $3.21 |
| Laborer (Janitor) | Janitor/Yardmen | $18.81 | $8.22 |
| Laborer (Asbestos) | Removal of Asbestos | $21.03 | $8.55 |
| Laborer (Tunnel) | Group 1 | $18.81 | $8.30 |
| | Group 2 | $18.81 | $8.31 |
| | Group 3 | $19.73 | $8.42 |
| | Group 4 | $21.59 | $8.61 |
| | Group 5 | $19.68 | $8.42 |
| Millwright | | $28.00 | $10.00 |
| Power Equipment Operator | Group 1 | $22.97 | $10.60 |
| | Group 2 | $23.32 | $10.63 |
| | Group 3 | $23.67 | $10.67 |
| | Group 4 | $23.82 | $10.68 |
| | Group 5 | $23.97 | $10.70 |
| | Group 6 | $24.12 | $10.71 |
| | Group 7 | $24.88 | $10.79 |
| Power Equipment Operator (Tunnels above and below ground, shafts and raises): | Group 1 | $25.12 | $10.81 |
| | Group 2 | $25.47 | $10.85 |
| | Group 3 | $25.57 | $10.86 |
| | Group 4 | $25.82 | $10.88 |
| | Group 5 | $25.97 | $10.90 |
| | Group 6 | $26.12 | $10.91 |
| | Group 7 | $26.37 | $10.94 |
| Truck Driver | Group 1 | $18.81 | $10.00 |
| | Group 2 | $19.14 | $10.07 |
| | Group 3 | $19.48 | $10.11 |
| | Group 4 | $20.01 | $10.16 |
| | Group 5 | $20.66 | $10.23 |
| | Group 6 | $21.46 | $10.31 |

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

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



# City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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## 2025 Highway General Wage Decision

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator
**DATE:** January 2, 2025
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, Friday, January 10, 2025**,** and applies to the City and County of Denver for **HIGHWAY 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. CO 20250009

Superseded General Decision No. CO 20230009
Modification No. 0
Publication Date: 01/2/2025
(7 pages)

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

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under $18.81 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of $18.81 for all apprentice classifications as base rate. Fringes will be added into the base rate amount.**

**General Decision Number:** CO20250009 01/02/2025

**Superseded General Decision Number:** CO20240009

**State:** Colorado

**Construction Type:** Highway

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



**Counties:** Denver and Douglas Counties in Colorado.

## HIGHWAY CONSTRUCTION PROJECTS

**Note:** Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 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 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

| Modification number | Publication date |
|---|---|
| **0** | 01/03/2025 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



| CARP9901-008 05/01/2024 | RATES | FRINGES |
|---|---|---|
| **CARPENTER** (Form Work Only) | $33.11 | $12.17 |

ELEC0068-016 03/01/2011

| | RATES | FRINGES |
|---|---|---|
| **TRAFFIC SIGNAL INTALLATION** | | |
| 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 05/01/2024<br>POWER EQUIPMENT OPERATOR | RATES | FRINGES |
|---|---|---|
| (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.) | $35.03 | $15.20 |
| **(3)-LOADER** (Under 6 Cu. Yd.) Denver County | $35.03 | $15.20 |
| **(3)-MOTOR GRADER** (Blade-Rough) Douglas County | $33.19 | $15.20 |
| **(4)-CRANE** (50 Tons And Under), **SCRAPER** (Single Bowl, Under 40 Cu. Yd) | $35.78 | $15.20 |
| **(4)-LOADER** (Over 6 Cu. Yd) Denver County | $35.20 | $15.20 |
| **(5)-DRILL RIG CAISSON** (Watson 2500 Similar Or Larger), **CRANE** (51-90 Tons), **SCRAPER** (40 Cu. Yd and Over) | $35.41 | $15.20 |
| **(5)-MOTOR GRADER** (Blade-Finish) Douglas County | $35.58 | $15.20 |
| **(6)-CRANE** (91-140 Tons) | $35.28 | $15.20 |

| SUCO2011-004 09/15/2011 | RATES | FRINGES |
|---|---|---|
| CARPENTER (excludes form work) | $19.27 | $5.08 |

| CEMENT MASON/CONCRETE FINISHER | RATES | FRINGES |
|---|---|---|
| DENVER COUNTY | $20.18 | $5.75 |
| DOUGLAS COUNTY | $18.75 | $3.00 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



| ELECTRICIAN | RATES | FRINGES |
|---|---|---|
| (Excludes Traffic Signal Installation) | $35.13 | $6.83 |

| FENCE ERECTOR | RATES | FRINGES |
|---|---|---|
| (Excludes Link/cyclone Fence Erection) | $18.94 | $3.20 |

| GUARDRAIL INSTALLER | RATES | FRINGES |
|---|---|---|
| **GUARDRAIL INSTALLER** | $18.81 | $3.20 |

| HIGHWAY/PARKING LOT STRIPING | RATES | FRINGES |
|---|---|---|
| Painter Denver | $18.81 | $3.21 |
| Painter Douglas | $13.89 | $3.21 |

| IRONWORKER, REINFORCING | RATES | FRINGES |
|---|---|---|
| (Excludes Guardrail Installation) | $55.25 | $3.65 |

| IRONWORKER, STRUCTURAL/ORNAMENTAL | RATES | FRINGES |
|---|---|---|
| (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation) | $37.23 | $12.79 |

| LABORER | RATES | FRINGES |
|---|---|---|
| ASPHALT RAKER | $18.81 | $4.25 |
| ASPHALT SHOVELER | $21.21 | $4.25 |
| ASPHALT SPREADER | $19.10 | $4.65 |
| COMMON OR GENERAL (Denver County) | $19.30 | $6.77 |
| COMMON OR GENERAL (Douglas County) | $16.29 | $4.25 |
| CONCRETE SAW (Handheld) | $18.81 | $6.14 |
| LANDSCAPE AND IRRIGATION | $18.81 | $3.16 |
| MASON TENDER – CEMENT/CONCRETE (Denver County) | $18.81 | $4.04 |
| MASON TENDER – CEMENT/CONCRETE (Douglas County) | $16.29 | $4.25 |
| PIPELAYER (Denver County) | $18.81 | $2.41 |
| PIPELAYER (Douglas County) | $16.30 | $2.18 |
| TRAFFIC CONTROL (Flagger) | $18.81 | $3.05 |
| TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers) | $21.69 | $3.22 |

| PAINTER | RATES | FRINGES |
|---|---|---|
| (Spray Only) | $18.81 | $2.87 |

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| POWER EQUIPMENT OPERATOR | RATES | FRINGES |
|---|---|---|
| ASPHALT LAYDOWN (Denver County) | $22.67 | $8.72 |
| ASPHALT LAYDOWN (Douglas County) | $23.67 | $8.47 |
| ASPHALT PAVER (Denver County) | $24.97 | $6.13 |
| ASPHALT PAVER (Douglas County) | $25.44 | $3.50 |
| ASPHALT ROLLER (Denver County) | $23.13 | $7.55 |
| ASPHALT ROLLER (Douglas County) | $23.63 | $6.43 |
| ASPHALT SPREADER | $22.67 | $8.72 |
| BACKHOE/TRACKHOE (Douglas County) | $23.82 | $6.00 |
| BOBCAT/SKID LOADER | $18.81** | $4.28 |
| BOOM | $22.67 | $8.72 |
| BROOM/SWEEPER (Denver County) | $22.47 | $8.72 |
| BROOM/SWEEPER (Douglas County) | $22.96 | $8.22 |
| BULLDOZER | $26.90 | $5.59 |
| CONCRETE PUMP | $21.60 | $5.21 |
| Drill (Denver County) | $20.48 | $4.71 |
| Drill (Douglas County) | $20.71 | $2.66 |
| FORKLIFT | $18.81** | $4.68 |
| GRADER/BLADE (Denver County) | $22.67 | $8.72 |
| GUARDRAIL/POST DRIVER | $18.81** | $4.41 |
| LOADER (Front End) (Douglas County) | $21.67 | $8.22 |
| MECHANIC (Denver County) | $22.89 | $8.72 |
| MECHANIC (Douglas County) | $23.88 | $8.22 |
| OILER (Denver County) | $23.73 | $8.41 |
| OILER (Douglas County) | $24.90 | $7.67 |
| ROLLER/COMPACTOR (Dirt and Grade Compaction) (Denver County) | $20.30 | $5.51 |
| ROLLER/COMPACTOR (Dirt and Grade Compaction) (Douglas County) | $22.78 | $4.86 |
| ROTOMILL | $18.81** | $4.41 |
| SCREED (Denver County) | $22.67 | $8.38 |
| SCREED (Douglas County) | $29.99 | $1.40 |
| TRACTOR | $18.81 | $2.95 |

| TRAFFIC SIGNALIZATION | RATES | FRINGES |
|---|---|---|
| GROUNDSMAN (Denver County) | $18.81 | $3.41 |
| GRONDSMAN (Douglas County) | $18.67 | $7.17 |

| TRUCK DRIVER | RATES | FRINGES |
|---|---|---|
| DISTRIBUTOR (Denver County) | $19.12 | $5.82 |
| DISTRIBUTOR (Douglas County) | $16.98** | $5.27 |
| DUMP TRUCK (Denver County) | $18.81 | $5.27 |
| DUMP TRUCK (Douglas County) | $16.39 | $5.27 |
| LOWBOY TRUCK | $18.81 | $5.27 |
| MECHANIC | $26.48 | $3.50 |

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| | | |
|---|---|---|
| MULTI-PURPSE SPECIALITY & HOISTING TRUCK (Denver County) | $18.81 | $3.17 |
| MUTLI-PURPOSE SPECIALITY & HOISTING TRUCK (Douglas County) | $20.05 | $2.88 |
| PICK UP AND PILOT CAR (Denver County) | $18.81** | $3.77 |
| PICK UP AND PILOT CAR (Douglas County) | $16.43** | $3.68 |
| SEMI/TRAILER TRUCK | $18.91 | $4.13 |
| TRUCK MOUNTED ATTENUATOR | $18.81 | $3.22 |
| WATER TRUCK (Denver County) | $26.27 | $5.27 |
| WATER TRUCK (Douglas County) | $19.46 | $2.58 |

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

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## Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

| Classification | | Base | Fringe |
|---|---|---|---|
| Guard Rail Installer | | $18.81 | $3.20 |
| Highway Parking Lot Striping: Painter | | $18.81 | $3.21 |
| Laborer | Removal of Asbestos | $21.03 | $8.55 |
| Laborer (Landscape & Irrigation) | | $18.81 | $3.16 |
| 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 | $18.81 | $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 | | $18.81 | $3.22 |

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

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City and County of Denver

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# 2025 Prevailing Wage Administrator Schedule

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator
**DATE:** March 13, 2025
**SUBJECT:** Latest Change to Prevailing Wage Schedules

Please find an attachment of the current Prevailing Wage Schedule issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c) and its recent amendment for the creation of the Prevailing Wage Administrator. This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced. The new updated Wages will now be named Prevailing Wage Administrator Wages (PWA) as per the amendment of the Ordinance.

**Modification No**. 174

**Publication Date**: March 13, 2025

(13 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. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. 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. These Wages have been adjusted to reflect Denver Minimum Wage increase of $18.81 per hour enacted on January 1st, 2025.

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## APPLIANCE MECHANIC

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **APPLIANCE MECHANIC** | $24.44 | $7.62 |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. The position also is responsible for the maintenance of tunnel carwash systems but not the install, that belongs to the Millwright position. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

## BUILDING ENGINEER

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **BUILDING ENGINEER** | $35.04 | $8.65 |

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs I tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

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## CONVEYANCE SYSTEM MAINTENANCE SERIES

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **ENTRY-SUPPORT MECHANIC** | $26.52 | $7.86 |
| **MACHINERY MAINTENANCE MECHANIC** | $29.39 | $8.19 |
| **CONTROLS SYSTEM TECHNICIAN** | $35.77 | $8.93 |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

**Entry Support Mechanic**

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

**Machinery Maintenance Mechanic**

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

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**Controls System Technician**

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

Note: Incumbents must possess an Electrician's license when work warrants.

## CUSTODIANS

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **CUSTODIAN I** | $22.03 | $8.60 (Single)<br>$9.08 (Plus One Child[ren])<br>$9.64 (Plus One-Spouse)<br>$11.23 (Family) |
| **CUSTODIAN II** | $22.38 | $8.67 (Single)<br>$9.14 (Plus One-Child[ren])<br>$9.71 (Plus One-Spouse)<br>$11.30 (Family) |

**Benefits and Overtime**

| | |
|---|---|
| Parking | With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking. |
| RTD Bus Pass | Employer will provide employees with the Bus Pass or pay ($0.32) per hour for travel differential. |
| Shift Differential | 2nd shift (2:30 p.m.-10:30 p.m.): $.50/hour<br>3rd shift (10:31 p.m.-6:30 a.m.): $1.00/hour |

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| | |
|---|---|
| Overtime | Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay. |
| Lunch | Any employee working seven and a half (7 ½) hours in a day is entitled to a thirty (30) minute paid lunch. |
| Note | ***The effective date is provided following industry standards established by the PW Administrator & the CBA negotiated by SEIU Local 105. The previously approved terms adopted by the Career Service Board in their Public Hearing on March 15, 2007 in regards to contractors providing fringe benefits or a cash equivalent at no less than single rate amount will still be enforced by the Administrator.***<br><br>The Career Service Board in their public hearing on March 15, 2007, approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification." |

**Custodian I**

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

**Custodian II**

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

## DIA OIL & GAS

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **DERRICK HAND/ROUSTABOUT** | $18.81 | $6.92 |
| **ELECTRICIAN** | $29.02 | $8.15 |
| **ECHANIC** | $29.18 | $8.17 |
| **PIPEFITTER** | $30.93 | $8.37 |
| **RIG/DRILL OPERATOR** | $24.71 | $7.65 |

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| | | |
|---|---|---|
| **TRUCK DRIVER** | $25.53 | $7.75 |

**Heavy Equipment Mechanic (Mechanic)**

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

**Pipefitter**

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

**Well Driller (Rig/Drill Operator)**

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

**Laborer (Derrick Hand/Roustabout)**

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage

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or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

**Truckdriver**

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

## ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the **Davis Bacon Building Wage Determination.**

## FINISHER & JOURNEYMAN

### *TILE, MARBLE, AND TERRAZZO*

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **TILE FINISHER** | $26.13 | $8.91 |
| **TILE SETTER** | $32.08 | $8.91 |

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

## FIRE EXTINGUISHER REPAIRER

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **FIRE EXTINGUISHER REPAIRER** | $21.14 | $7.24 |

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and

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office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

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## FUEL HANDLER SERIES

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **FUEL FACILITY OPERATOR** | $23.41 | $7.50 |
| **LEAD FUEL FACILITY OPERATOR** | $24.48 | $7.62 |
| **FUEL DISTRIBUTION SYSTEM MECHANIC** | $30.74 | $8.35 |
| **LEAD FUEL DISTRIBUTION SYSTEM MECHANIC** | $32.14 | $8.51 |

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

**Fuel Facility Operator**

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results

**Lead Fuel Facility Operator**

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

**Fuel Distribution System Mechanic**

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or

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replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

**Lead Fuel Distribution System Mechanic**

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

## FURNITURE MOVERS

*Moving, Storage and Cartage Workers*

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **LABORER/HELPER** | $18.81 | $6.92 |
| **FURNITURE DRIVER/PACKER** | $19.16 | $7.01 |
| **LEAD FURNITURE MOVER** | $20.03 | $7.11 |

## GLYCOL FACILITY

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **DE-ICING FACILITY OPERATOR** | $29.12 | $8.16 |
| **MAINTENANCE MECHANIC** | $29.33 | $8.18 |
| **GLYCOL PLANT SPECIALIST** | $18.81 | $6.92 |

**De-icing Facility Operator**

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

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**Maintenance Mechanic**

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

**Glycol Plant Specialist/Material Handling Laborer**

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

## PARKING ELECTRONICS TECHNICIAN

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **PARKING ELECTRONICS TECHNICIAN** | $26.84 | $7.90 |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control to minimize repair problems and meet manufacturers' specifications.

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## PEST CONTROLLER

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **PEST CONTROLLER** | $22.45 | $7.39 |

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license.

## QUALITY CONTROL & ASSURANCE TECHNICIAN

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **QUALITY CONTROL & ASSURANCE TECHNICIAN** | $25.35 | $7.47 |

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and wastewater discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

*OHR reviewed data in June of 2023 and rate is not increasing so no changes will be made.

## SIGN ERECTOR

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **SIGN ERECTOR** | $21.09 | $6.31 |

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws. or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

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*OHR pulled the wages in December of 2022 and data has remained the same so there is no recommendation to change the base wage or fringes.

## TREE TRIMMERS

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **TREE TRIMMER** | $23.57 | $7.52 |

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw, and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples form diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipment.

## WINDOW CLEANER

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **WINDOW CLEANER** | $29.89 | $9.53 (Employee)<br>$11.37 (Children)<br>$11.09 (2-Party)<br>$13.50 (Family) |

**Benefits/Overtime**

Parking The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.

Shift Differential — Employees working on the night shift shall be awarded a shift differential of $0.85 per hour worked. *Note: All wage increases become effective on the first day of the first full pay period following the above dates.*

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| | |
|---|---|
| Overtime | One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week. |
| Lunch | Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch. |
| Lead Work | $1.75 per hour above highest paid employee under supervision |
| High Work | $1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned) |
| Training | $0.25 per hour |
| ECOPASS | The Company will provide an Eco-Pass to all bargaining unit employees or pay $.24 per hour for travel differential. |

Note:

The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: “All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”

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DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# STANDARD SPECIFICATIONS FOR CONSTRUCTION, SPECIAL CONTRACT CONDITIONS

| | |
|---|---|
| Office of Primary: | Responsibility: Design Engineering and Construction – Project Delivery Office |
| Supersedes: | STANDARD SPECIFICATIONS FOR CONSTRUCTION, SPECIAL CONTRACT CONDITIONS, FEBRUARY 2025, REV 4 |
| Certified by: | Senior Director, Project Delivery |

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The City and County of Denver ("City") Construction Contract General Conditions, which constitute a part of the Contract Documents, are outlined in a separately published document entitled "City and County of Denver, Department of Aviation and Department of Public Works, Standard Specifications for Construction, General Contract Conditions," 2011 Edition (informally referred to as the "Yellow Book"). The General Contract Conditions are also available at:

https://www.denvergov.org/content/dam/denvergov/Portals/743/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf.

The following are listed and deemed as "Special Conditions" ("SC") as listed in the terms and definitions of the contract documents, the Standard Specifications for Construction, and General Contract Conditions.

# TITLE 1 DEFINITIONS

## SC-101 CITY

No Change.

## SC-102 CONTRACT

No Change.

## SC-103 CONTRACT AMOUNT

No Change.

## SC-104 CONTRACT DOCUMENTS

.1 General Condition 104 is hereby amended to include: The City, through DEN, will provide the following Contract Documents to the Contractor in electronic format at no expense to the Contractor:

A. Document(s):

(1) Documents to be listed with each Task Order proposal.

B. Drawings: The City will provide drawings and specifications specific to the work contemplated at the time that the DEN solicits the Contractor's proposal for the work contemplated. Final versions of these drawings and specifications will be provided to the Contractor and incorporated, as applicable, and shall become Contract Documents. Additional copies of the Contract Documents may be furnished to the Contractor at the Contractor's expense. The Contractor shall be responsible for supplying all subcontractors with copies of the Contract Documents at the Contractor's expense.

(1) Drawings to be listed with each Task Order proposal.

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.2 Additional copies of the Contract Documents may be furnished to the Contractor at the Contractor's expense. The Contractor shall be responsible for supplying all subcontractors with copies of the Contract Documents at the Contractor's expense.

## SC-105 CONTRACT TIME

No Change.

## SC-106 CONTRACTOR

No Change.

## SC-107 CONTRACTOR PERSONNEL

No Change.

## SC-108 DAYS

No Change.

## SC-109 DEPUTY MANAGER

No Change.

## SC-110 DESIGNER

No Change.

## SC-111 FINAL COMPLETION

No Change.

## SC-112 MANAGER

No Change.

## SC-113 PRODUCT DATA

No Change.

## SC-114 PROJECT

No Change.

## SC-115 PROJECT MANAGER

No Change.

## SC-116 SAMPLES

No Change.

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### SC-117 SHOP DRAWINGS

No Change.

### SC-118 SUBCONTRACTOR

No Change.

### SC-119 SUBSTANTIAL COMPLETION

.1 General Contract Condition 119, SUBSTANTIAL COMPLETION, is hereby deleted in its entirety and replaced with the following:

A. "Substantial Completion" of the Work means the Work has progressed to the point that the City can beneficially occupy and utilize the Work for the purposes for which it is intended, and the Work complies with all applicable codes and regulations, including, if required, issuance of a certificate of occupancy, or certification of suitability for use from the appropriate governmental agencies, as determined by the Project Manager in their sole discretion.

B. The achievement of Substantial Completion shall be determined by the Project Manager in their sole discretion. The Project Manager will advise the Contractor in writing when Substantial Completion of the Work has been achieved.

### SC-120 SUPPLIER

No Change.

### SC-121 WORK

No Change.

## TITLE 2 CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY

### SC-201 DEPARTMENT OF AVIATION

.1 The second sentence of General Condition 201, DEPARTMENT OF AVIATION, is amended to read: "The unit responsible for this management and control is the Design, Engineering, and Construction Division ("DEC") under the supervision of the Senior Vice President for Design, Engineering, and Construction.

### SC-202 MANAGER OF AVIATION

No Change.

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## SC-203 DEPARTMENT OF PUBLIC WORKS

No Change.

## SC-204 MANAGER OF PUBLIC WORKS

No Change.

## SC-205 BUILDING INSPECTION

No Change.

## SC-206 ZONING

No Change.

## SC-207 DIVISION OF SMALL BUSINESS OPPORTUNITY

No Change.

## SC-208 CITY AUDITOR

No Change.

## SC-209 MANAGER OF FINANCE

No Change.

## SC-210 CITY ATTORNEY

No Change.

## SC-211 OFFICE OF RISK MANAGEMENT

No Change.

## SC-212 CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY

.1 In accordance with General Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the City's line of authority for the administration of this Contract is:

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

B. Executive Vice President – Chief Construction and Infrastructure Officer ("EVP-CCIO"), who reports to the CEO. Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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C. Senior Vice President – Design, Engineering, and Construction f/k/a Airport Infrastructure Management ("SVP-DEC") who reports to the EVP-CCIO. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

D. Senior Director of Project Delivery, who reports to the SVP-DEC. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

E. Director of Infrastructure, who reports to the Senior Director of Project Delivery. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

F. The Project Manager is the City representative with day-to-day administrative responsibility for this Contract and reports to the Director of Facility Design and Construction. All notices, requests, pay applications (pursuant to General Condition 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract.

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

### SC-213 CITY'S COMMUNICATIONS WITH THE CONTRACTOR

No Change.

# TITLE 3 CONTRACTOR PERFORMANCE AND SERVICES

### SC-301 CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE)

No Change.

### SC-302 NOTICE TO PROCEED AND COMPLETION OF THE WORK

.1 General Condition 302, NOTICE TO PROCEED AND COMPLETION OF THE WORK is hereby amended to add the following:

A. Initial Contract award is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. In order to establish that Task Order Work is authorized, the SVP-DEC or delegate will issue a Notice to Proceed authorizing Work and/or mobilization to begin (a "Task Order NTP"). Task Order NTPs may reflect authorization to begin administrative activities, or construction activities.

(1) Upon issuance of an Administrative Task Order NTP, the Contractor is authorized to incur reimbursable costs related to insurance, procurement of long-lead items, payment and performance bonds, and other essential activities such as developing site-specific

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safety plans, and establishing security access (vehicular access and personnel badging), etc. These authorized activities will be defined in the NTP. Home office overhead, core staff, and other allowable general conditions costs are not authorized under the initial NTP.

(2) Core staff and agreed-upon general conditions costs, as well as mobilization and construction activities are authorized only once the Work is authorized pursuant to a Construction Task Order NTP issued by the City, and only for the duration stated in the Task Order and NTP.

B. Solicitations for Task Order pricing proposals shall not authorize the Contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation, Task Order negotiation, and change order negotiations shall not be reimbursable. Upon the Substantial Completion of Work under any subsequent NTP, including a subsequent NTP and/or Task Order, whichever is applicable, reimbursement for these general condition costs expires unless otherwise agreed to in writing and authorized by the Project Manager, limited to the sole and only purpose of facilitating Final Completion of the authorized Work. Any costs the Contractor incurs after substantial completion without written authorization by the Project Manager shall be absorbed by the Contractor and shall be at the Contractor's own risk.

C. If any Milestones are described in the Contract Documents, the Work described for each Milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time.

## SC-303 EXACT CONTRACTOR PERFORMANCE

No Change.

## SC-304 SUBSTITUTED PERFORMANCE

No Change.

## SC-305 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS

No Change.

## SC-306 WORKING HOURS AND SCHEDULE

No Change.

## SC-307 CONTRACTOR'S SUPERINTENDENT

No Change.

## SC-308 COMMUNICATIONS

.1 General Condition 308, COMMUNICATIONS, is hereby amended to include:

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A. The Contract or shall be required to use the designated Project Management Information System ("PMIS") as specified by DEC to ensure compliance with project controls, information management, data analysis, and document control requirements. DEC will provide access, licensing, and necessary training for the designated PMIS.
B. The Contractor shall be responsible for providing and maintaining the necessary computer hardware, software, and system environment compatible with the PMIS and project controls requirements. This includes ensuring connectivity, operating system compatibility, and support for required applications.
C. All system requirements and specifications are subject to modification at DEC's sole discretion. The Contractor shall adhere to all project controls, technical specifications, and process guidelines as outlined by DEC.

## SC-309 CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY

No Change.

## SC-310 COMPETENCE OF CONTRACTOR'S WORK FORCE

No Change.

## SC-311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT

.1 General Condition 311, NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT, is hereby deleted and replaced with the following: This requirement has been repealed and is no longer applicable.

## SC-312 CONDUCT OF CONTRACTOR'S PERSONNEL

No Change.

## SC-313 SUGGESTIONS TO CONTRACTOR

No Change.

## SC-314 WORK FORCE

No Change.

## SC-315 CONSTRUCTION MACHINES AND STANDBY EQUIPMENT

No Change.

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## SC-316 CUTTING AND PATCHING THE WORK

No Change.

## SC-317 PERMITS AND LICENSES

No Change.

## SC-318 CONSTRUCTION SURVEYS

No Change.

## SC-319 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS

No Change.

## SC-320 TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES

No Change.

## SC-321 PROJECT SIGNS

No Change.

## SC-322 PUBLICITY AND ADVERTISING

No Change.

## SC-323 TAXES

No Change.

## SC-324 DOCUMENTS AND SAMPLES AT THE SITE

No Change.

## SC-325 CLEANUP DURING CONSTRUCTION

No Change.

## SC-326 SANITARY FACILITIES

No Change.

## SC-327 POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES

No Change.

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# TITLE 4 CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS)

## SC-401 CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION

No Change.

## SC-402 OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS

No Change.

## SC-403 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR

.1 General Conditions 403, CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR, is hereby deleted and replaced with the following: Contractor must maintain a digital set of Contract Drawings, Technical Specifications, and digital model of the Work, utilizing Building Information Modeling (BIM) and Virtual Design and Construction (VDC) practices, in the City's Common Data Environment (CDE) and in a format compatible with the City's BIM requirements for the purpose of recording "as-built" conditions in order to develop and maintain a record of the construction of the Work. In this digital set, the contractor shall record daily all changes and deviations to a level of development defined within the City to reflect as-built conditions accurately throughout the construction process. This document shall serve as the primary record of all changes, deviations, and construction progress.

A. Change and Deviation Documentation: The Contractor shall utilize the CDE to document all changes and deviations from Contract Drawings and Technical Specifications, regardless of their perceived significance. This documentation shall include:
   (1) The nature of the change or deviation
   (2) Date of occurrence
   (3) Location within the project area
   (4) Authorization for the change (if applicable)

B. Digital As-Built Delivery: In-progress as-builts shall be delivered at time of Substantial Completion and at any beneficial use or other handover identifying scope of handover and documentation with final as-builts to follow within thirty (30) days of respective turnover. Prior to Final Completion, the Contractor shall deliver a final, comprehensive as-built set and model that accurately reflects the constructed Work. These as-builts shall be in a format compatible with the City's BIM requirements and shall include:
   (1) All model elements and their required associated data
   (2) Records of changes and deviations

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### SC-404 REQUESTS FOR INFORMATION OR CLARIFICATION

No Change.

### SC-405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

.1 In accordance with General Condition 405.7, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, is hereby deleted and replaced with:

A. The Contractor shall submit Shop Drawings, Product Data, Samples, certificates and test results electronically shall be entered in the DEN Common Data Environment defined in SC-403.1.

### SC-406 SUBSTITUTION OF MATERIALS AND EQUIPMENT

No Change.

## TITLE 5 SUBCONTRACTS

### SC-501 SUBCONTRACTS

.1 In accordance with General Condition 501, no more than eighty-five (85) percent of the Work may be subcontracted. If it is determined to be in the City's best interest, the SVP-DEC may modify this percentage during the Term of the Contract by prior written authorization.

### SC-502 SUBCONTRACTOR ACCEPTANCE

No Change.

## TITLE 6 TIME OF COMMENCEMENT AND COMPLETION

### SC-601 BEGINNING, PROGRESS AND TIME OF COMPLETION

.1 General Condition 601, BEGINNING, PROGRESS AND TIME OF COMPLETION, is hereby amended to include:

A. PERFORMANCE AND COMPLETION OF THE WORK

(1) The specific Work to be performed under this Contract will only be described and authorized when the City issues one or more Task Orders upon reaching an agreement with the Contractor as to the terms applicable to such Work, including but not limited to the scope, cost, and timeline. Markups on overhead, labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with Title 9 of the General Conditions. All Task Orders must be processed in accordance with the CONSTRUCTION TASK ORDER PROCESS EXHIBIT.

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(2) Contractor is not guaranteed nor entitled to the issuance of any Task Orders. RFPs and Task Orders may be issued to one Contractor only or be competitively bid with other On-Call Contractors.

(3) The Contractor shall (a) commence work under any issued Task Order within ten (10) calendar days after the date of the Task Order's NTP, (b) perform the Work diligently, and (c) achieve Substantial Completion of the Work no later than the number of calendar days identified in the Task Order. The time stated for Final Completion shall include final cleanup of the premises or work site.

## SC-602 LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES

.1 General Condition 602, LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES is hereby amended to include:

A. If the Contractor fails to complete the Work with the time specified in the Task Order, including Milestones identified therein, or if the Contractor causes disruptions to DEN activities or operation as defined in the Contract Documents, the Contractor shall pay the City liquidated damages in the amount noted in the Task Order Solicitation or Request for Proposal per day until substantial completion is achieved. In an instance where damages with a monetary impact are caused to the City, the Contractor shall reimburse the City for actual costs incurred.

B. If liquidated damages are not specifically identified in the Task Order, the Contractor shall be liable to the City at the rate of two thousand dollars ($2,000.00) per day until substantial completion is achieved.

## SC-603 DELAY DAMAGES

No Change.

# TITLE 7 COOPERATION, COORDINATION AND RATE OF PROGRESS

## SC-701 COOPERATION WITH OTHER WORK FORCES

.1 General Condition 701 is amended to include:

A. The Technical Specifications describe the constraints on the physical work site areas. These descriptions are not exhaustive, and the Contractor is required to coordinate its activities and work as may be required to meet Federal Aviation Administration ("FAA") or City requirements while performing the Work at DEN.

B. Without limiting the foregoing, other contracts administered by the City may involve work overlapping or adjoining the Work under this Contract and may be performed concurrently

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with the Work performed under this Contract. The Contractor is required to coordinate its performance of the Work with all other contractors, parties and stakeholders.

## SC-702 COORDINATION OF THE WORK

.1 General Condition 702 is hereby amended to include:

A. CONSTRUCTION ACCESS

(1) The work site will be identified in the Task Order, and could be throughout airport property, both inside and outside the fenced area of the Air Operations Area (AOA). Access to the work site, including equipment and materials deliveries we be identified in the Task Order. The Contractor shall be responsible for submitting a map detailing the routing of materials and equipment to the DEN jobsite for approval. No equipment or materials are allowed on site without the Project Manager's approval.

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

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

## SC-703 COORDINATION OF PUBLIC CONTACT

.1 General Condition 703 is hereby amended to include:

A. ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL

(1) The Contractor is responsible for compliance with this Special Condition for any Work performed in or adjacent to parking facilities at the Airport.

(2) "Accessible" parking spaces and access aisles as used mean parking spaces and access aisles that are accessible for and reserved for use by persons with disabilities. These parking spaces and access aisles are designed and built to standards established by federal regulations implementing the Americans with Disabilities Act of 1990 ("ADA") and are marked by signage. "Accessible routes of travel" as used herein means routes through parking facilities which comply with ADA accessibility standards, including degree of slope and absence of obstructions.

(3) Accessible routes of travel and accessible parking spaces and access aisles must be kept free of obstructions and construction debris at all times. No accessible parking spaces or access aisles or accessible routes of travel shall be relocated, blocked or

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rendered unusable unless the contractor has obtained specific advance approval in writing for such actions from the DEN's ADA Compliance Officer.

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

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

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

### SC-704 RATE OF PROGRESS

No Change.

# TITLE 8 PROTECTION OF PERSONS AND PROPERTY

### SC-801 SAFETY OF PERSONS

No Change.

### SC-802 PROTECTIVE DEVICES AND SAFETY PRECAUTIONS

No Change.

### SC-803 PROTECTION OF PROPERTY AND WORK IN PROGRESS

No Change.

### SC-804 PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR UTILITY SYSTEMS

No Change.

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## SC-805 PROTECTION OF STREET AND ROAD SYSTEM

No Change.

## SC-806 PROTECTION OF DRAINAGE WAYS

No Change.

## SC-807 PROTECTION OF THE ENVIRONMENT

No Change.

## SC-808 HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES

.1 General Condition 808, HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES, is hereby amended to include:

A. DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

## SC-809 ARCHEOLOGICAL AND HISTORICAL DISCOVERIES

No Change.

# TITLE 9 COMPENSATION

.1 Title 9, COMPENSATION, is hereby amended to include:

A. To the fullest possible extent within the financial payment system, the City shall be entitled to all non-Confidential records, reports, data, and other information related to the Project that is available to Contractor through the financial payment system, including but not limited to information related to Contractor and subcontractor billings. To that end, the Contractor shall activate any available settings within the financial payment system that are necessary to grant the City access to such non-Confidential information related to the

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Contract and the Project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in General Condition 903.1.

## SC-901 CONSIDERATION (CITY'S PROMISE TO PAY)

No Change.

## SC-902 PAYMENT PROCEDURE

.1 General Condition 902, PAYMENT PROCEDURE, is hereby amended to include:

A. Pay Applications shall be submitted monthly or as specified in the Contract Documents. Each application must be submitted within ten (10) days after the end of the billing period. General Condition 902 specifies the payment procedure, including monthly applications.

B. The City reserves the right to review all Pay Applications and request additional information or documentation, as necessary. The City will approve, reject, or request modifications to the application within twenty (20) days of receipt.

C. To ensure clarity and compliance, here is a draft of additional supporting documentation that could be included with each pay application:

(1) Lump Sum Pay Application

(i) Detailed Progress Report: Breakdown of work completed by Work Breakdown Structure (WBS) or similar system, showing the percentage completed for each task and overall project progress. Narrative description of work performed during the billing period, highlighting any challenges or accomplishments. Updated project schedule, reflecting actual progress and any potential delays.

(ii) Photographic Documentation: Date-stamped photos showing the progress of work at various stages, particularly for visually impactful elements or hidden work. Photos of stored materials demonstrating their condition and protection.

(iii) Inspection Reports: Copies of any relevant inspection reports, including quality control inspections, safety inspections, and third-party inspections. Documentation of any corrective actions taken in response to inspection findings.

(iv) Material Invoices and Delivery Receipts: Copies of invoices and delivery receipts for materials purchased and delivered to the project site, verifying quantities and costs. If applicable, material certifications or test reports ensure compliance with project specifications.

(v) Subcontractor Payment Documentation: Copies of subcontractor invoices and lien waivers, demonstrating payment for work performed during the billing period. Subcontractor progress reports or certifications, verifying the percentage of work completed by each subcontractor.

(2) Unit Price Pay Application

(i) Quantity Measurement Documentation: Detailed records of quantity measurements for each completed work item, including field notes, sketches, or survey data. Clear

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identification of the measurement method used and any applicable formulas or calculations. Photographic evidence of completed Work supporting the measured quantities.

(ii) Unit Price Verification: Documentation verifying the unit prices applied to each work item, referencing the original contract or any approved adjustments. Provide a clear explanation of any unit price adjustments made during the billing period, including the reasons for the adjustments, and supporting documentation.

(3) Time and Materials (T&M) Pay Application

(i) Detailed Time Sheets: Accurate and legible time sheets for each employee, showing the date, project/task, hours worked, and labor classification. Supervisor approval or certification of timesheets, ensuring accuracy and accountability.

(ii) Material and Equipment Invoices: Copies of invoices or receipts for all materials and equipment used, clearly indicating the project, quantities, unit costs, and total costs. Delivery receipts or other documentation verifying the delivery and use of materials and equipment on the project site.

(iii) Markup Calculation: Transparent breakdown of the markup applied to labor, materials, and equipment costs, showing the agreed-upon percentage and total markup amount. Documentation supporting the markup calculation, if applicable.

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

(1) DEN Division CA
(2) DEN Division PM
(3) DEN Division Supervisor
(4) DEN Division Director
(5) CCD Denver Prevailing Wage
(6) CCD DSBO

.2 In accordance with General Contract Condition 902.3 is amended by the addition of the following:

A. Where applicable, with respect to any Task Order issued hereunder, progress payments for the performance of any Work shall be based on completed Work estimates and shall be subject to the following requirements:

(1) The Contractor shall submit a complete and separate application for payment for the Work estimates under each Task Order performed during the specified billing period.

(2) Each submission of payment shall specify the percentage of the Work completed. This percentage shall be certified by the Contractor's Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate.

(3) Each estimate of Work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts, accompanied by either duplicate sets of verified Contractor's Certifications of Payment or by verified Partial

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Release of Contractor forms from each subcontractor and supplier. Each estimate of Work completed shall also be accompanied by the following:

(i) A written Schedule of Values, which sets out the quantities and costs for the Project.

(4) The estimate of the percentage of Work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated, that the quality of the Work covered by the estimate is in accordance with the Contract or Task Order Documents, that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of Work completed prior to any acceptance by the City.

B. The Contractor warrants that:

(1) Title to Work covered by an estimate of Work completed will pass to the City by incorporation into the completed Work;

(i) Work covered by previous estimates of Work completed is free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens," except for any interest created by retainage; and

(ii) No Work covered by an estimate of Work completed will have been acquired by the Contractor or any other person or entity performing Work at the work site or furnishing materials or equipment for the Project, and no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.

(iii) Approval of an estimate of Work completed or actual payment shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.

C. The final submission for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier.

D. Receipt of Contractor's Certifications of Payment forms by the City hereunder shall not act to impair the City's obligations imposed by Colorado Revised Statutes ("C.R.S.") § 38-26-107 or successor statute.

## SC-903 SCHEDULE OF VALUES IN LUMP SUM CONTRACTS

No Change.

## SC-904 UNIT PRICE CONTRACTS

No Change.

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## SC-905 PROGRESS PERIOD

No Change.

## SC-906 APPLICATIONS FOR PAYMENT

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

A. Each and every independent subcontractor's payroll information, including payment dates and payment amounts.

B. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first-tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned M/WBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

C. Lump Sum (Fixed Price)

(1) PAY APPLICATION REQUIREMENTS

(i) Milestone-Based Payments: For projects exceeding $500,000.00, progress payments may be made on a milestone basis, with each milestone representing the completion of a defined phase or work package as outlined in the Schedule of Values. The Contractor shall submit a Pay Application upon reaching each milestone. Milestone-based payments shall be clearly defined in the Contract or Task Order and align with the approved Schedule of Values which specifies the scope of work, timeline, and deliverable for each milestone. Payments shall be made upon completion of each milestone, subject to verification by the Project Manager. If a milestone is not fully met, partial payments may be issued based on the percentage of completion, as determined by the City, provided that sufficient justification and documentation are presented. In no case shall milestone-based payments exceed the agreed-upon contract amount.

(ii) Change Order Documentation: All Change Orders shall be accompanied by detailed documentation, including a clear Definition of the change, a breakdown of costs, and an assessment of the impact on the project schedule. The Contractor shall maintain records of all Change Order-related costs and make them available for City review upon request.

(iii) Each Lump Sum Milestone Pay Application shall include the following:

a. Progress Report: A detailed report showing the percentage of Work completed relative to the total scope of Work, as agreed upon in the Contract or Task Order.

b. Supporting Documentation: Documentation to support the progress of Work, including inspection reports, work schedules, and any other relevant records. Any

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costs for stored materials that are ready to incorporate into the project as per GC 906, as applicable at the task project manager's discretion. The Contractor must ensure that stored materials are adequately protected and insured against damage, theft, or loss. Documentation of insurance coverage and proof of proper storage conditions must be submitted to the City upon request. All stored materials shall remain the responsibility of the Contractor until incorporated into the work.

c. Subcontractor Costs: Breakdown and documentation for subcontractor work, indicating the percentage of completion and the amount invoiced.

d. Change Orders: Change Orders shall clearly specify the impact on the original lump sum price. Detailed breakdowns, including labor, materials, and equipment costs, must accompany each Change Order. The Contractor shall maintain records of all Change Order-related expenses for City review upon request.

(iv) Payment Based on Percentage of Completion: Progress payments shall be made based on the percentage of work completed, as determined by the Project Manager, and supported by a detailed Schedule of Values. The Project Manager shall verify the completion percentage using a combination of physical inspection, progress reports, and other relevant documentation.

(v) Schedule of Values Detail: The Schedule of Values shall provide a detailed breakdown of the price, allocating specific amounts to each significant component of the Work. The level of detail shall be sufficient to enable accurate tracking of progress and payment. The Schedule of Values shall include, but not be limited to, the following:

a. Major work items: A detailed listing of all major components of the Work.

b. Major work prices: The unit price for each work item, if applicable.

c. Total amount: The total contract or task order sum allocated to each major work item.

D. Unit Price

(1) PAY APPLICATION REQUIREMENTS

(i) Quantity Measurement and Verification: Quantities included on a pay application shall have been measured and verified by a mutually agreed-upon independent surveyor, inspector, or through joint measurement by the City and the Contractor.

(ii) Each Unit Price Pay Application shall include the following:

a. Detailed Breakdown: A detailed breakdown of quantities of Work performed, including the units of measure and unit prices as specified in the Contract or Task Order.

b. Supporting Documentation: Copies of measurement records, delivery tickets, and other documents that substantiate the quantities and unit prices listed in the application.

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c. Quantity Calculations: Documentation supporting the calculated quantities of Work performed, including any adjustments due to field conditions or changes in scope.
d. Change Orders: Documentation of any approved Change Orders that impact unit prices or quantities, with a detailed account of their effect on the total payment.
e. Subcontractor Costs: Detailed breakdowns and supporting documentation for all subcontracted work, including quantities and unit prices.

(iii) Quantity Measurement and Verification: The quantities of completed work items shall be measured and verified in accordance with industry standards and accepted engineering practices. The City reserves the right to conduct inspections and certifications as necessary to ensure the accuracy of quantity measurements.

(iv) Payment for Mobilization and Demobilization: Mobilization and demobilization costs may be included as separate unit price items or incorporated into the unit prices for specific work items. The method of payment shall be specified in the Contract or Task Order.

E. Time and Materials (T&M)

(1) PAY APPLICATION REQUIREMENTS

(i) Not-to-exceed Limits: For specific work items or phases, the Contract or Task Order documents may establish not-to-exceed limits on the total costs. The Contractor shall not exceed these limits without prior written approval from the City.

(ii) Detailed Time Tracking: The Contractor shall maintain detailed time records for all labor costs, including the date, employee name, task definition, and hours worked. These records shall be made available for City review upon request.

(iii) Materials Tracking: The Contractor shall maintain detailed records for all materials costs, including the date, material name, task definition, and applicable taxes. These records shall be made available for City review upon request.

(iv) Each T&M Pay Application shall include the following:

a. Detailed Invoice: A detailed breakdown of labor hours, material costs, equipment usage, and any other direct costs, including the rates and quantities as specified in the Contract or Task Order.
b. Supporting Documentation: Copies of invoices, receipts, and other documents that substantiate the costs listed in the pay application. Supporting documentation must include detailed invoices, proof of payment, and lien waivers for all subcontracted work.
c. Labor Costs: Document labor hours, including employee names, classifications, hourly rates, and total labor costs.
d. Material Costs: Invoices or receipts for all materials used in the Work, including delivery and handling charges.

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e. Equipment Costs: Records of equipment usage, including hours of operation, rental rates, standby rates, and total equipment costs.
f. Subcontractor Costs: Detailed breakdowns and supporting documentation for all subcontracted work, including labor, materials, and equipment costs. Subcontractor costs must include detailed invoices, proof of payment, and lien waivers for all subcontracted work.

(v) Allowable Costs: Reimbursable costs shall be limited to those costs that are directly attributable to the performance of the Work and that are reasonable, necessary, and allowable. Allowable costs shall include, but not be limited to:
a. Direct costs: Labor, materials, equipment, and other costs directly incurred in the performance of the Work.

(vi) Labor Rates: The hourly rates for different labor classifications shall be specified in the Contract or Task Order. These rates shall include any applicable and approved overtime or premium pay.

(vii) Material Costs: The Contractor shall provide detailed documentation to support all material cost reimbursements. Such documentation shall include, but not be limited to:
a. Invoices
b. Receipts
c. Material requisitions

(viii) Equipment Costs: The rates for equipment usage shall be specified in the Contract or Task Order. These rates shall include rental rates or ownership costs, as well as any applicable taxes, fuel, or maintenance charges.

(ix) Markup: A markup percentage shall be applied to the actual costs to cover overhead and profit. The markup percentage shall be specified in the Contract or Task Order.

(x) Maximum Reimbursable Costs: If applicable, the maximum reimbursable costs shall be specified in the Contract or Task Order. The Contractor shall be responsible for managing costs within the established limits.

(xi) Cost Documentation: The Contractor shall submit detailed and accurate documentation to support all cost reimbursement requests. Such documentation shall include, but not be limited to:
a. Timesheets
b. Equipment usage records
c. Material cost documentation
d. Other relevant supporting materials

## SC-907 RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT

.1 General Condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, is hereby amended to include:

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A. PAYMENTS TO SUBCONTRACTOR AND SUBCONTRACTOR RELEASES

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

## SC-908 RETAINAGE

No Change.

## SC-909 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS

.1 General Condition 909, ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS, is hereby amended to add:

A. Disallowed Costs

(1) Costs or Work deemed incomplete, unsupported, or not by the Contract Documents will be disallowed. The Contractor shall not include such costs in future applications unless approved by the City.

B. Disallowed Quantities

(1) Quantities deemed unreasonable, unsupported, or not by the Contract Documents will be disallowed. The Contractor shall not include such amounts in future applications unless the City approves.

## SC-910 FINAL ESTIMATE AND PAYMENT

.1 General Condition 910, FINAL ESTIMATE AND PAYMENT, is hereby amended to include: Upon completion of the Work, the Contractor shall submit a Pay Application that includes all outstanding amounts. The final payment will be made upon the City's approval of the final application and completion of all Contract requirements. The Contractor must provide a final certification that all subcontractors and suppliers have been paid in full and that there are no outstanding claims or liens against the project.

## SC-911 ACCOUNTING OF COSTS AND AUDIT

.1 General Condition 911, ACCOUNTING OF COSTS AND AUDIT, is hereby amended to include:

A. Costs for all Pay Applications that are not reimbursable shall include, but not be limited to:

(1) Unreasonable or excessive costs.

(2) Costs incurred prior to the effective date of the Contract or Task Order.

(3) Costs incurred for work that is not authorized under the Contract or Task Order.

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(4) Costs that are duplicated or otherwise are not necessary for the performance of the Work.

B. Cost Control and Reporting: The Contractor shall be responsible for implementing and maintaining effective cost-control measures. The Contractor shall submit regular cost reports to the City, including projections of future costs and any potential cost overruns. The Contractor shall submit monthly cost reports detailing all expenditures to date, including a breakdown of direct and indirect costs. The City reserves the right to conduct periodic project accounting reviews to verify the accuracy of the reported costs and ensure compliance with the contract terms.

C. Daily Reports: The Contractor shall provide detailed daily reports documenting labor hours, materials used, and equipment utilized. These reports should be used to facilitate accurate billing and cost tracking.

# TITLE 10 WAGES

## SC-1001 PREVAILING WAGE ORDINANCE

No Change.

## SC-1002 POSTING OF THE APPLICABLE WAGE RATES

No Change.

## SC-1003 RATE AND FREQUENCY OF WAGES PAID

No Change.

## SC-1004 REPORTING WAGES PAID

No Change.

## SC-1005 FAILURE TO PAY PREVAILING WAGES

No Change.

# TITLE 11 CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME

## SC-1101 CHANGE ORDER

No Change.

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## SC-1102 CITY INITIATED CHANGES

.1 General Condition 1102.2 is hereby amended to include: replacing the phrase "Change Request" in all its occurrences in such General Condition with the phrase "Change Notice."

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

## SC-1103 CONTRACTOR CHANGE REQUEST

No Change.

## SC-1104 ADJUSTMENT TO CONTRACT AMOUNT

.1 General Condition 1104, ADJUSTMENT TO CONTRACT AMOUNT, is hereby amended to include:

A. General Condition 1104.2.F: FOR BONDS, SALES TAX AND INSURANCE

(1) All costs associated with the Contractor's bond requirements, sales and use tax, and insurance costs shall be reimbursed to the Contractor by the City at direct cost and without markup; the Contractor shall include all such costs in each proposal.

B. General Condition 1104.7:

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

## SC-1105 TIME EXTENSIONS

No Change.

# TITLE 12 CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES

## SC-1201 NOTICE OF INTENT TO CLAIM

No Change.

## SC-1202 SUBMITTAL OF CLAIMS

No Change.

## SC-1203 WAIVER OF CLAIMS

No Change.

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# TITLE 13 DISPUTES

## SC-1301 DISPUTES

No Change.

# TITLE 14 SITE CONDITIONS

## SC-1401 DIFFERING SITE CONDITIONS

No Change.

## SC-1402 SITE INSPECTIONS AND INVESTIGATIONS

No Change.

# TITLE 15 PERFORMANCE AND PAYMENT BONDS

.1 Title 15, PERFORMANCE AND PAYMENT BONDS, is hereby amended to include:

A. Requirements for separate bonds shall be furnished to the Project Manager before any Work is undertaken by the Contractor. All other terms and conditions of General Conditions 1501, 1502, and 1503 shall remain in effect. Subsequent Change Orders contemplated under the Contract shall require separate Surety Bond Change Riders for one hundred percent (100%) of the dollar value of the Contract before the Change Order is issued and any work commences.

## SC-1501 SURETY BONDS

.1 Requirements for separate Bonds in the total amount of all open Task Orders shall be furnished to the Project Manager before any Work is undertaken. All other terms and conditions of General Conditions 1501, 1502, and 1503 shall remain in effect.

A. General Condition 1501 is hereby amended to include:

(1) In the event that the cumulative dollar value of all Task Order(s) issued under the Contract exceeds the amount of the Bonds, the Contractor shall procure, pay for, and furnish to the City Surety Bond Change Riders, in the proper form approved by the City, for an amount equal to the difference of one hundred percent (100%) of the dollar value of all outstanding Task Order(s) or Change Order and the amount of the Bonds ("Fully-Bonded Amount"). In no event shall the cumulative dollar value of all Task Orders and Change Orders issued under the Contract be greater than the Bonds. Contractor shall procure, pay for, and furnish to the City additional Bond Change Riders as necessary to

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maintain conformance with these requirements before any Task Order or Change Order is issued and any work under a Task Order or Change Order commences.

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

### SC-1502 PERFORMANCE BOND

No Change.

### SC-1503 PAYMENT BOND

No Change.

## TITLE 16 INSURANCE AND INDEMNIFICATION

### SC-1601 INSURANCE

No Change.

### SC-1602 DEFENSE AND INDEMNIFICATION

No Change.

## TITLE 17 INSPECTION AND DEFECTS

### SC-1701 CONSTRUCTION INSPECTION BY THE CITY

No Change.

### SC-1702 AUTHORITY OF INSPECTORS

No Change.

### SC-1703 OBSERVABLE DEFECTS

No Change.

### SC-1704 DEFECTS - UNCOVERING WORK

No Change.

### SC-1705 LATENT DEFECTS

No Change.

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### SC-1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK

No Change.

## TITLE 18 WARRANTIES, GUARANTEES AND CORRECTIVE WORK

### SC-1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK

No Change.

### SC-1802 PERFORMANCE DURING WARRANTY PERIOD

No Change.

## TITLE 19 SUBSTANTIAL COMPLETION OF THE WORK

### SC-1901 CONTRACTOR’S NOTICE OF SUBSTANTIAL COMPLETION

No Change.

### SC-1902 INSPECTION AND PUNCH LIST

No Change.

### SC-1903 CERTIFICATE OF SUBSTANTIAL COMPLETION

No Change.

### SC-1904 RIGHT OF EARLY OCCUPANCY OR USE

No Change.

## TITLE 20 FINAL COMPLETION AND ACCEPTANCE OF WORK

### SC-2001 CLEAN-UP UPON COMPLETION

No Change.

### SC-2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK

No Change.

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### SC-2003 FINAL SETTLEMENT

No Change.

## TITLE 21 SUSPENSION OF WORK

### SC-2101 SUSPENSION OF WORK

No Change.

### SC-2102 SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE

No Change.

### SC-2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY

No Change.

### SC-2104 SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM

No Change.

## TITLE 22 CITY'S RIGHT TO TERMINATE THE CONTRACT

### SC-2201 TERMINATION OF CONTRACT FOR CAUSE

No Change.

### SC-2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY

No Change.

## TITLE 23 MISCELLANEOUS PROVISIONS

### SC-2301 PARTIES TO THE CONTRACT

No Change.

### SC-2302 FEDERAL AID PROVISIONS

No Change.

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### SC-2303 NO WAIVER OF RIGHTS

No Change.

### SC-2304 NO THIRD PARTY BENEFICIARY

No Change.

### SC-2305 GOVERNING LAW; VENUE

No Change.

### SC-2306 ABBREVIATIONS

No Change.

### SC-2307 STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(H)

No Change.

## TITLE 24 DEN PROVISIONS

### SC-2401 VEHICLE PERMITTING

.1 Vehicle access on the Airport Operation Area ("AOA") is controlled by and operated by DEN Airport Operations and DEN Airport Security. Contractor is required to obtain a vehicle access permit for any vehicle entering inside this area. Contractor is responsible for complying with DEN Airport Operations and DEN Airport Security requirements. Only direct construction support vehicles and/or equipment will be allowed in the Contractor's work areas or sites.

### SC-2402 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

.1 The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

### SC-2403 SECURITY AND PERSONNEL ACCESS

.1 The Contractor shall conduct all its activities at DEN in compliance with DEN's Airport Security Rules and Regulations (Part 20), which are administered by DEN's Airport Operations Division. The Contractor shall obtain the proper Airport ID badges for its employees, subcontractors and suppliers and any applicable vehicle permits.

.2 The security status of the Airport is subject to change without notice. These Special Conditions are applicable to the current security status of the Airport. Should the security status of the Airport change at any time during the term of this Contract, a written notice shall be issued to

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the Contractor detailing all applicable security modifications from the Airport's current security status. The Contractor shall take immediate steps to comply with those security modifications as directed in the written notice.

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

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

.5 If construction breaches any Airport perimeter security boundary or requires continued access to restricted access rooms or areas, the Contractor shall post authorized contract security personnel to maintain required security controls. The Contractor's Task Order Proposal per the CONSTRUCTION TASK ORDER PROCESS EXHIBIT shall include the cost of providing security services to maintain control and supervision of any and all Airport perimeter security boundary breaches and for the duration of work activities until the Airport perimeter security boundaries are reestablished.

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

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

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

Covenant Aviation Security
1112 W. Boughton Road

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Suite 355
Bolingbrook, IL 60440
The local general contact number for Covenant Aviation Security is: 720-222-4774.

.9 All security guards provided for this Project must have a DEN SIDA Badge.

.10 The company providing contract security guard services at DEN may change at any time. The Contractor shall maintain a contractual relationship with whichever company is providing contract security guard services for the City at DEN.

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

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

## TITLE 25 FEDERAL PROVISIONS

No Change.

# END OF EXHIBIT

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**EXHIBIT F**

# City and County of Denver

DENVER
THE MILE HIGH CITY

DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS

# STANDARD SPECIFICATIONS FOR CONSTRUCTION
# GENERAL CONTRACT CONDITIONS

2011 Edition

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## XI. ATTACHMENT 6, PERFORMANCE AND PAYMENT BOND

# PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Milender White Construction Co. _____, a corporation organized under the laws of the State of CO _____, hereinafter referred to as the "Contractor" and Travelers Casualty and Surety* _____, a corporation organized under the laws of the State of CT _____, 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 MILLION Dollars ($1,000,000.00)**, 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.

*Company of America

**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 **202579097, On-Call Infrastructure Construction**, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by, and performs each and every covenant, condition, and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and

2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

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

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

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**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this ____ day of 10/23, 25.

Milender White Construction Co.
CONTRACTOR

By: _____
President Bryon White

Travelers Casualty and Surety Company of America
SURETY

By: _____
Attorney-in-Fact Mona D. Weaver

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

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit G

TRAVELERS

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

## POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **MONA D WEAVER** of **GREENWOOD VILLAGE** , **Colorado** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this day of , .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

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

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit G

MILENDER WHITE

**Form No. 612**
**Transmittal Notice**

Transmittal No. 001

TO: DEN – Business Operations
8500 Pena Blvd. (AOB 8th Floor)
Denver, CO 80249

Date: 10/28/2025
Project No: 25-030
Attention: DeAnne Barker
Re: 202579097, On-Call Infrastructure Construction

We are sending you:

- ☐ Drawings
- ☐ Shop Drawings
- ☐ Specifications
- ☐ Samples
- ☐ Reports
- ☐ Computer Diskette
- ☒ Original Bonds

Sent by:

- ☐ U.S. Mail
- ☐ Registered Mail
- ☐ Messenger
- ☐ Express Mail
- ☐ Electronic Mail
- ☐ Pick Up
- ☐ Blue Printer
- ☐ Fax
  Fax No. _____
  No. of Pages _____
  (including this cover)
- ☒ Hand Carry
- ☐ _____
- ☐ _____

| Copies | Date | No. | Description |
|---|---|---|---|
| 1 | 10/23/2025 | | Original Payment and Performance Bonds |
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We are sending you:

- ☐ For Approval
- ☐ For Your Use
- ☒ As Requested
- ☐ For Review w/Comment
- ☐ Pricing
- ☐ No Exceptions Taken
- ☐ Exceptions as Noted
- ☐ Revise and Resubmit
- ☐ Rejected
- ☐ Follow Up
- ☐ Submit Specified Item
- ☐ For Distribution
- ☐ Please Acknowledge Receipt by Signing Below

| Remarks: | Copies | Enclosure |
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| | | ☐ |
| | | ☐ |
| | | ☐ |

KAT HERRERA
Receipt Acknowledged by:

Signed

10/28/2025
Date

Dated: _____

(If enclosures are not as noted, please notify us at once.)

Rev. April 4, 2008

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



Bond No. 108357717

# PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Milender White Construction Co., a corporation organized under the laws of the State of CO, hereinafter referred to as the "Contractor" and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of CT, 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 MILLION Dollars ($1,000,000.00)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **202579097, On-Call Infrastructure Construction**, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

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

[END OF PAGE]

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**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this ____ day of 10/23, 25.

Milender White Construction Co.

By: _____
CONTRACTOR

By: _____
President Bryon White

Travelers Casualty and Surety Company of America
SURETY

By: _____
Attorney-in-Fact , Mona D. Weaver

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

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit H

TRAVELERS

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

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**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

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

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

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

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

Dated this day of , .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

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

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit H

MILENDER WHITE

**Form No. 612**
**Transmittal Notice**

Transmittal No. 001

TO: DEN – Business Operations
8500 Pena Blvd. (AOB 8th Floor)
Denver, CO 80249

Date: 10/28/2025
Project No: 25-030
Attention: DeAnne Barker
Re: 202579097, On-Call Infrastructure Construction

We are sending you:

- ☐ Drawings
- ☐ Shop Drawings
- ☐ Specifications
- ☐ Samples
- ☐ Reports
- ☐ Computer Diskette
- ☒ Original Bonds

Sent by:

- ☐ U.S. Mail
- ☐ Registered Mail
- ☐ Messenger
- ☐ Express Mail
- ☐ Electronic Mail
- ☐ Pick Up
- ☐ Blue Printer
- ☐ Fax
  Fax No. _____
  No. of Pages _____
  (including this cover)
- ☒ Hand Carry
- ☐ _____
- ☐ _____

| Copies | Date | No. | Description |
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| 1 | 10/23/2025 | | Original Payment and Performance Bonds |
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We are sending you:

- ☐ For Approval
- ☐ For Your Use
- ☒ As Requested
- ☐ For Review w/Comment
- ☐ Pricing
- ☐ No Exceptions Taken
- ☐ Exceptions as Noted
- ☐ Revise and Resubmit
- ☐ Rejected
- ☐ Follow Up
- ☐ Submit Specified Item
- ☐ For Distribution
- ☐ Please Acknowledge Receipt by Signing Below

| Remarks: | Copies | Enclosure |
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Kat Herrera
Receipt Acknowledged by:

Signed

10/28/2025
Date

Dated: _____

(If enclosures are not as noted, please notify us at once.)

Rev. April 4, 2008

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit I

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# CONTRACTOR PERFORMANCE REVIEW PROCESS

OPR: Design Engineering and Construction – Project Delivery
Supersedes: Contractor Performance, Review, REV 1
Certified by: Senior Director, Project Delivery

## CONTENTS

INTRODUCTION ..... 1
CONTRACTOR PERFORMANCE REVIEWS ..... 1
Performance Evaluation ..... 1
Criteria for Evaluation ..... 1
Review Process ..... 2
Consequences of Unsatisfactory Performance ..... 2
Frequency of Reviews ..... 2
Records and Documentation ..... 2

# INTRODUCTION

The City and County of Denver's Department of Aviation (DEN) has initiated a contractor performance review process for the General Construction Contracts. DEN's Design, Engineering, and Construction division will evaluate and record the contractor's overall performance to determine whether the contractor is fulfilling its obligations on the current contract and to assess the contractor's suitability to perform future GC-related work for DEN.

# CONTRACTOR PERFORMANCE REVIEWS

## PERFORMANCE EVALUATION

The City will periodically conduct performance reviews of the Contractor throughout the contract term. The reviews will assess the Contractor's adherence to the criteria for evaluation as deemed relevant by the City.

## CRITERIA FOR EVALUATION

Performance evaluations will be based on, but not limited to (in no particular order), the following factors:

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1. Timeliness, completeness, and accuracy of work.
2. Quality of materials, equipment, and craftsmanship.
3. Compliance with safety regulations and best practices.
4. Responsiveness and communication with the City and any relevant stakeholders.
5. Adherence to the project schedule and budget.
6. Environmental and regulatory compliance.
7. Resolution of any claims, disputes, or corrective actions.
8. Management of Sub-Contractors.

## REVIEW PROCESS

Upon completion of each performance review, the City will provide the Contractor with written feedback detailing areas of performance that meet expectations and areas requiring improvement. The Contractor will have 14 calendar days to respond in writing, acknowledging the feedback and outlining any corrective actions taken or proposed.

## CONSEQUENCES OF UNSATISFACTORY PERFORMANCE

In the event of consistently unsatisfactory performance, as determined by the City, the Contractor may be subject to one or more of the following actions:

1. Corrective action plan outlining specific steps to address performance issues.
2. Suspension or termination of the contract by the termination provisions of this agreement.
3. Deductions for failure to meet established performance benchmarks, as specified in the contract or task order.
4. Referral of documented performance to the City and County of Denver Contractor Prequalification Board

## FREQUENCY OF REVIEWS

Performance evaluations are generally conducted annually, with a final assessment upon contract closeout. Additional evaluations may be scheduled as deemed necessary.

## RECORDS AND DOCUMENTATION

The City shall maintain records of all performance reviews and any related correspondence, which shall be available to the Contractor upon request. Such records may be used as evidence in any dispute resolution process or in evaluating the Contractor's suitability for future contracts with the City.

# END OF EXHIBIT

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# CONSTRUCTION TASK ORDER PROCESS

| | |
|---|---|
| Office of Primary Responsibility: | Design Engineering and Construction (DEC) |
| Supersedes: | TASK ORDER PROPOSALS AND EXECUTION PROCESS, FEBRUARY 2025, R1 |
| Certified by: | Senior Director, Project Delivery |

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# PROPOSALS AND EXECUTION

## TASK ORDER OVERVIEW

The Airport maintains various on-call professional service and construction contracts to deliver various projects on an as-needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems and may involve various disciplines depending on the scope of the contract, including structural; mechanical; electrical; plumbing; life safety; fire alarm; fire protection; controls and automation; telecommunications; interior finishes; demolition; and site surveying. Conducting this construction work may include pre-construction planning; scheduling; cost estimating; permitting; quality control planning and management; safety planning and management; coordination with DEN stakeholders; participation in construction update meetings; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the design construction of a project by providing construction administration services.

Should a Task Order scope of work require a 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 Order scope of work. The Contractor will identify a specialty sub Contractor or subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

The term "Task Order" when it is used in this Agreement includes all the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President (SVP) of Design, Engineering and Construction (DEC) or the designated DEC representative.

## TASK ORDER REQUEST FOR PROPOSAL

The SVP of DEC or the designated DEC representative will issue to the Contractor a Task Order Request for Proposal (RFP) for each specific Task Order scope of work. If the work produces a product used for construction, the City may also issue a construction budget. The Contractor will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEC Project Manager in the Task Order RFP. Task Order RFPs are not guaranteed to result in an executed Task Order.

For each Task Order RFP, the City will review the corresponding narrative, fee proposal, and Task Order schedule provided in response. The Contractor will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed. In the event of approval of the Contractor's fees and schedule, the Contractor will perform such work within the time agreed and for the compensation that is approved by the SVP of DEC or the designated DEC representative.

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## TASK ORDER PROPOSAL

The Contractor shall provide a fee and services proposal that includes the following:

1. A narrative of the understanding of the requested Task Order, including all assumptions, exclusions, requested expenses, and breakdown of scope of work performed by all subcontractors.
2. A schedule identifying all phases of scope of work.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount for the duration of the scope of work (unless otherwise specified in the RFP), inclusive of all annual billable rate adjustments. The fee structure for the proposal will be identified and defined in the Task Order RFP.
4. A maximum sub-Contractor markup of five percent (5%).
5. An accompanying Task Order Fee Proposal Spreadsheet. When the schedule for the proposed work spans more than one calendar year, the billable rates established as part of the contract execution for the effective calendar year of the work (in the Labor Rates and Classifications Exhibit) will be used to determine the proposed fee. These rates include the initial billable rates established during the calendar year of the Contract execution, and an annual 3% rate escalation each calendar year thereafter for the life of the Contract. New calendar year rates are effective on January 1st of each year.

Fees for proposal preparation will not be reimbursed.

## LUMP SUM VERSUS TIME AND MATERIALS, NOT TO EXCEED PROPOSALS

The Task Order RFP will indicate whether the Contractor is required to submit a Lump Sum proposal or a Time & Materials, Not to Exceed proposal for requested services and scope of work. Any additional proposal documentation required will be defined in the RFP. The cost of the Task Order scope of work will be provided as part of the proposal in the Fee Proposal Spreadsheet which will be provided with the RFP.

1. Lump Sum Proposal - The written proposal will be related to levels of effort and a clear scope of work provided at the time of the issuance of a Request for Proposal (RFP). The Contractor's fee will be provided as a lump sum (fixed price) amount for the entirety of the scope of work, which will be invoiced monthly as a percent-complete of the lump sum (fixed price) for the previous billing period.
2. Time and Materials Proposal - The written proposal will be related to projected hours and associated costs related to delivering the scope of work as needed.
    a. For construction tasks, a Time and Materials Proposal will be required to be submitted along with a General Contractor Task Order Pricing Request Worksheet.
    b. For professional service tasks, a Time and Materials Proposal will be required to be submitted along with a Professional Service Task Order Fee Proposal Worksheet that includes fully burdened rates.

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# CONTRACTORS' ACTIVITIES

## CONTRACTOR SERVICES

The Contractor, as deemed necessary by the SVP of DEC or the designated DEN representative, will be required to provide construction activities for specific task scopes of work. The Contractor must be a licensed general contractor in the State of Colorado and City and County of Denver. The Contractor's work performance requirements are detailed in, and its activities will comply with, the Agreement, the Denver Standard Specifications for Construction General Contract Conditions (referred to here as the General Conditions) and any other applicable Federal, state, and local Executive Orders, rules, regulations, or standards as specified in the Task Order.

Specific activities, which will be issued with a Task Notice for Proposal (TNP), may include but are not limited to the following:

1. Pre-construction services and/or planning
2. Scheduling/Cost estimating
3. Permitting
4. Mobilization
5. Self-performance of work/Subcontractor management
6. Site supervision
7. Quality control planning and management
8. Safety planning and management
9. Coordination with DEN stakeholders
10. Participation in construction update meetings
11. Commission/Acceptance
12. Closeout activities

## CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

The Contractor may choose to replace a project manager, pending City approval, with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work that is not deemed necessary for the scope of work required of Contractor or its project manager.

# CONSTRUCTION TASK ORDER EXECUTION

## PRE-NTP MEETING

Individual pre-construction meetings will be held at the City's discretion on each issued Task Order prior to the issuance of each Notice to Proceed (NTP) with that Task Order.

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## TASK ORDER NOTICE TO PROCEED (NTP)

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

Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. This written notification will come in the form of a NTP letter. The Contractor will not be authorized to proceed with the work described in this Agreement, including a particular TNP and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Contractor that the work is to be performed.

Kick-off meeting: Following written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing requirements, and establish required meetings dates. The City will provide bi-weekly training for the PMIS to Contractors as necessary.

Schedules: In accordance with the specifications, following the kick-off meeting, the Contractor shall submit to DEN’s Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

## CONSTRUCTION

Required Documentation: Unless specifically identified in the TNP, the Contractor will abide by DEC’s reporting requirements and technical specifications for cost, schedule and change management.

Submittals: Following receipt of the executed Task Order and NTP letter, the Contractor will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, and change requests. All submittals shall include forms as directed by the Project Manager.

## TASK ORDER CLOSEOUT

After all Work performed under each Task Order has been accepted hereunder, final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Contract Condition 910, FINAL ESTIMATE AND PAYMENT. Except that, with the consent of the Contractor, legal advertisement,

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pursuant to Article 26, Colorado Revised Statutes as amended may be held for Task Orders which do not exceed Fifteen Thousand Dollars ($15,000.00) until such time as several such projects are completed and eligible for legal advertisement.

In accordance with the Special Conditions and General Specifications, the following tasks are a part of the timely closeout process and are required to complete the Task Order:

1. Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
2. Task Order Closeout Checklist: The Contractor will work with the Project Manager to address all items on the Closeout Checklist.
3. Task Order Final Payment: Final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Conditions 910.

## REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

1. Fee Proposal Spreadsheet
2. Task Order Request for Proposal
3. Request for Proposal for Additional Services
4. Final Statement of Accounting
5. Standard On-Call Cost Proposal Form
6. Daily Quality Control Inspector Report
7. Daily DEN Time and Materials Report
8. Request for Substitution
9. Request for Information
10. Final Pay Application
11. Checklist Certificate of Substantial Completion
12. Certificate of Final Completion and Acceptance of Work
13. Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist
14. Task Notice for Proposal (TNP) Closeout Checklist
15. Shutdown Request Form

# END OF EXHIBIT

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# DEN Equity, Diversity, and Inclusion Plan

## Milender White Construction Co.

**Contact:**
**Albus Brooks, MWBE Director**
**and Vice President of Business Development**
**abrooks@milenderwhite.com**
**720.220.4632**

**July 21, 2025**

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## MWCC's EDI Plan

In partnership with the City and County of Denver (CCD), the Department of Transportation and Infrastructure (DOTI) and Denver International Airport (DEN), Milender White Construction Co. holds a shared value and commitment to improving participation, engagement and opportunities for MWBE firms through the On-Call Infrastructure Construction program. As a general contractor for Denver communities large and small over the past 28 years, we understand how vital it is for GCs to work in partnership with the Division of Small Business Opportunity (DSBO) to meet and even exceed the 15% MWBE participation goal for this program and ensure nondiscrimination in the awards and administration of the contracts. We are determined to strengthen the small, minority and women-owned businesses through our leadership in this program.

**MWBE Coordinator: Albus Brooks, abrooks@milenderwhite.com; 720.220.4632**

Unlike many large construction firms, MWCC does not outsource MWBE engagement to a third party. Rather, **Albus Brooks**, our Vice President of Business Development and Public Affairs, serves as our MWBE Coordinator and City Liaison. As a prior Denver City Councilman and Council President, Albus provides exemplary skills and experience in business relations, community engagement, DSBO outreach and development efforts for disadvantaged businesses. In this role, Albus can affirm that the MWCC On-Call Infrastructure team members and subcontractors engage with MWBEs, local businesses and firms, and hiring agencies to provide local employment opportunities. Albus will partner with the City, the DEN representatives and the rest of the MWCC team to manage MWBE requirements for the program, as we engage with MWSBEs who can fulfill scopes of work as subcontractor partners. He also leads programming to provide MWCC with partnerships and engagement in local construction skills and apprenticeship training programs.

Albus' experience in leading teams to successfully manage subcontractor/sub-consulting requirements is shown in our recent success with John Parvensky Stout Street Recuperative Care Center & Legacy Lofts. Our project team hired and trained 16 Section 3 workers, including persons experiencing homelessness and citizens returning home from incarceration. Additionally, his leadership in managing outreach and development efforts to small and local business opportunities has helped MWCC meet and exceed MWBE goals in our City of Denver Vertical On-Call and DEN Airport On-Call Contracts, as noted in our table under Past Performance.

In the DEN On-Call Infrastructure Program, once the project scope is established for a Task Order, Albus will work with community partners to find appropriately skilled workers for the Local Hire Craft initiative. We executed this model on the 36th and Downing project (the Lawrence Swoop), in which MWCC transformed infrastructure to create safe two-way streets. On both our Stout Street and 36th and Downing projects, we hired and trained local talent – and we expect to repeat this success with our Globeville project, an affordable housing project being built on City-owned land.

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Albus frequently conducts outreach events aimed at engaging local hiring agencies and Minority- and Women-owned Business Enterprise (MWBE) subcontractors. For Globeville, we have held regular events that have resulted in over 200 subcontractors participating in and moving forward in the bidding process.

**Equity, Diversity & Inclusion Strategies**

We believe that traffic control, trucking, demolition and On-Call Infrastructure placement can be completed by City of Denver-certified MWBE firms The estimated value of this work will vary based on the type, size and scope.

With the nature of Task Order-based packages, bids can be solicited from several MWBE firms based on their experience, capacity, and financial ability. We can tailor the bid packages to accommodate differently-sized MWBE firms with the overall goal of exceeding the 15% participation requirement. By using this strategy, more MWBE firms can participate in the DEN On-Call Infrastructure program. Since our MWBE participation is a key project goal, these firms will be subcontracted shortly after scopes are awarded.

MWCC believes that projects for government entities and public agencies should provide maximum direct benefits to local communities through job and training opportunities. We will see that we meet our targeted MWBE commitment for the DEN On-Call Infrastructure Program through an active outreach and engagement process. We will solicit bids from our database of MWBE subcontractors from the start, and we will inform MWBE subcontractors, businesses, and agencies about Task Orders through local events, encourage their participation, and help them stay competitive during preconstruction and contracting. Strategies include:

- Actively recruiting City-certified MWBEs from the DSBO Directory and our existing MWBE database, and confirming certification in the relevant NAICS code for scopes of work
- Community outreach meetings for interested MWBE subcontractors and suppliers, using current and past contacts to organize outreach meetings and introduce the project to the community
- Bilingual project introductions and “walk-throughs”, both virtually and in person
- Seeking out any local agencies or groups that could help facilitate project plans and specifications by MWBEs
- Direct outreach/solicitation calls from our preconstruction and operations team members
- Networking through our partner agencies (listed below)
- In-person project open houses and continuous connections to job training programs for Denver residents
- Referrals from our current, extensive network of subcontractors
- Accessing opportunities at the Colorado Department of Labor and Employment Workforce Centers

Additionally, we will educate the community on the prequalification process and establish a communication system and bid schedule for actively seeking community and MWBE participation. This effort is designed to encourage project involvement and will be repeated until the goals are met in each On-Call Infrastructures Task and Work Order.

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In partnership with DEN's On-Call Infrastructure Program Manager, MWCC will distribute plans, specifications and other project information to approved agencies. We have experience with distribution and collaboration with agencies such as:

- Colorado WORKNOW Employment Platform
- Mayor's Office of Economic and Development and Opportunity
- Denver Hispanic Chamber of Commerce
- Associated Builders and Contractors (ABC)
- Hispanic Contractors of Colorado
- Colorado Black Chamber of Commerce
- African American Leadership Council
- Rocky Mountain Indian Chamber of Commerce

We are currently actively engaged in these associations and network with their leaders and participants during their activities and experiences. Several of our leaders currently serve in board capacities for some of these organizations.

*Additional Engagement:* Engagement practices include monthly participation in association programs (as listed above), site visits/safety walks with subcontractors, outreach events, participation in job fairs, career development opportunities at local apprenticeship programs, employee referral programs, in-house craft training, ABC networking events, etc. Additional engagement channels can include neighborhood associations, local subcontractor schools and technical school programs, community event centers, and local faith communities.

MWCC also has relationships with BuildStrong Academy, HomeAid, Colorado Correctional Industries, Bayaud Enterprises and the Center for Employment Opportunities, which have provided jobseekers with work on our job sites. These non-profits provide construction skills and safety training. We collaborate with our partners once the scopes of work are clearly defined.

*Apprenticeships:* MWCC will carefully assess available manhours for apprenticeship opportunities with our subcontractors. We also actively support the growth of skilled trades professionals through our participation in the Colorado Certified Apprentice Program, in conjunction with the Construction Industry Training Council (CITC) of Colorado. This partnership facilitates a structured, in-house apprenticeship program specifically designed for carpentry.

Our Master Builder program currently provides 10 apprentices with a comprehensive learning experience, encompassing both technical proficiency and leadership development. Upon successful completion of the program, apprentices receive OAT Certification from the Federal Bureau of Apprenticeship and Training, which is a nationally recognized credential.

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*Additional Outreach Efforts/Initiatives:* We will perform extensive call campaigns with every Task Order to generate interest and excitement about work opportunities with MWBE trade partners. As part of this effort:

- We send targeted outreach to MWBEs and Invitations to Bid for each bid package to qualified subcontractors and vendors in the overall market and publish them to all interested bidders on Building Connected.
- We host pre-bid meetings that clarify scope, alternates and guidance to help get bids that are complete. Detailed reviews minimize subcontractor partner contingencies for the best value on bid day.
- We advertise via email campaigns, the City Website (if approved), the MWCC Website and local select publications to push out directions and access to the subcontract package to MWBE firms and notify them of drawing availability.

**Technical Assistance and Support Services**

MWCC's preconstruction team reviews the drawings set and evaluates all subcontractors involved to perform all scopes of work. We actively involve our operations teams in this process. We create a cost breakdown by subcontractor and follow our enhanced prequalification process (see below) by reviewing prequalified vendors, aligning those who can solely produce the work or creating partnerships between MWBE subcontractors and other subcontractors if the scope is too large. For the DEN On-Call Infrastructure Program, MWCC will develop various-sized competitive bid packages to ensure maximum participation. Specific scopes and smaller bid packages should encourage participation for new and smaller-sized firms.

*Prequalification:* MWCC uses an enhanced prequalification process in procurement. Each potential subcontractor is reviewed in the Contractor Credit Model (C2M) provided by Alliant, our surety broker. Additionally, we routinely enroll subcontractors in Subcontractor Default Insurance (SDI) – this is our standard. MWCC's prequalification process requests details about a firm's manpower, financial condition, past project experience, safety statistics and references. The process includes these steps:

- Each potential subcontractor/supplier is submitted to Alliant for C2M review. C2M provides secure, objective, third-party analysis of the subcontractor's/supplier's financial condition.
- Alliant requests financial information directly from each subcontractor or supplier and gives each company a rating.
- Considering this rating plus other known factors (financial position on other projects, recent safety incidents, references, etc.), MWCC decides if a potential participant should be included in our SDI program.

Subcontractor prequalification does not start or end with the C2M report and recommendations. During the bidding and buyout process, subcontractors show MWCC proof of bonding letters indicating they can obtain a third-party payment and performance bond for the project. These letters assist the team in deciding if a subcontractor or supplier qualifies for our SDI program.

For certain MWBEs who have reached a level of capacity and experience, this process establishes a standard; if potential subcontractor partners need to elevate in any way to meet this standard, this elevation will be beneficial for them in the future as the same prequalification standards may be expected from other general contractors.

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For smaller, newer MWBEs the process we use is more specific to the subcontractor's requirements, capacity and level of experience. Not all of these companies can meet the requirements of our prequalification process, but many still have the potential to compete for the work. In these situations, we meet with individual partners to fully understand their experience, financial and labor capacities, as well as to understand their requirements if they take on the scope. We strive to:

- Understand the subcontractor on the merits of what they can perform and align them with the right scope of work.
- Create mentorships if needed so that MWBE subcontractors can participate with financial and capacity support. We match our MWBEs when they require additional labor, financial backing, etc. to others. These partnerships allow for participation without being excluded from a project due to size. Partnerships then provide a roadmap to success for subcontractors who require enhanced prequalification.
- Understand the technical assistance MWBEs may need to be successful throughout the project and beyond. We take time to train subcontractors upon contract in our quality, safety, schedule and accounting programs, as well as providing technical assistance for project management practices and additional support as needed.

**Procurement Process**

*Buyout:* Our buyout process with potential subcontractors is also thorough. We conduct all buyout meetings face-to-face. When we solicit subcontractors to submit bids, we clearly state what the scope of work does and does not include. By doing this, we give subcontractors a better chance to submit a competitive bid and win the job. We schedule traditional sit-down meetings to walk through the project plan, but we also take things a step further with visual schedules and logistics plans to show subcontractors our prime contractor approach, the project flow, the timeline, and how they will be involved with their scope. Having analyzed bid documents and developed budgets for each scope, our preconstruction team can compare scopes with the available capacity of MWBE subcontractors to ensure success. Our subcontractors regularly tell us that this combination of verbal and visual communication helps them succeed in the bidding process and throughout construction.

As the subcontractor buyout nears completion, the project team communicates with both successful and unsuccessful bidders, and when feasible, conveys the bidder's respective position in the selection decision. We also note the reasons why a bidder was or was not selected, a degree of candor appreciated by MWBEs and non-MWBEs alike. We are constantly sourcing subcontractors with backgrounds and expertise to successfully meet the work requirements. If one trade doesn't have the capacity for the full scope of work, we will complement the experience with another team's experience to create the best team possible. We offer any technical assistance in the formation of joint ventures and other similar multi-contractor arrangements as a means of increasing MWBE participation.

*Flow Down Provisions:* We work with each subcontractor to best understand their capacity and needs regarding payment schedules and structures, payment terms, site access, etc.

- MWCC will contractually require that all MWBE subcontractors meet the 35-day-from-invoice subcontractor payment requirement per Sec. 28-72 of the City Ordinance on Contractor Prompt Payment for accepted and completed work.

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- We also adhere to written notification practices for any disputes/deficiencies in contracted work, and strive to resolve these in our QC/QA process:
    - When issues arise with scope, work quality or site issues, we notify the subcontractor and DSBO in writing, detailing the work deficiencies along with remedies, corrective actions and timelines. We also schedule in-person meetings to resolve the deficiency or issue.
    - Removal or termination of a subcontractor is only a last resort if no other alternatives exist. Before initiating termination/reduction in scope, MWCC will include DSBO in discussions. We will partner with DSBO for mediation if MWCC and the certified firm are unable to reach a resolution by ourselves.

Our workforce approach is based on proven strategies designed to lead to equitable and inclusive employment, and our goal is not just to create job opportunities but to launch long-term construction careers. We are committed to working closely with subcontractors to recruit, advance, and employ a diverse workforce that is reflective of the communities in which we build.

**Communication and Proposer Management**

MWCC prides itself on good communication with our subcontractors and suppliers. When awarded a CCD or DEN On-Call task order, we set out to build teams, starting with meetings to walk through contracting. These meetings involve sub-tiers as needed for specific scopes.

For DEN On-Call Infrastructure projects, this guidance will include making sure the subcontractor understands security, public and worker safety, insurance, quality standards and reporting requirements, and how to invoice their work to facilitate timely payments. We will review what materials need to be used when they are performing their work, the number of workers they will need to perform their scope on schedule, and how and when to proactively ask questions if they need more information. We will overview our communication plan with them and ensure they have the tools and understanding to effectively support the plan.

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As part of our Quality Control process, we have three preconstruction meetings to outline the work, set expectations and answer any subcontractor questions. These early steps are vital to establishing successful processes for our subcontractors:

**Buy-Out Meetings**: Before awarding a subcontract, MWCC holds a Buy-Out Meeting with each potential subcontractor in each scope of work. During the Buy-Out Meeting, each subcontractor is evaluated on their ability to fulfill the work scope. We also develop a mutual understanding of MWCC's 6-Step Quality Control Process and our expectations for quality and safety. We complete an in-depth review of the scope of work and also review associated specification sections, exclusions/inclusions and subcontract value, ensuring that all expectations are reflected in the contract language.

**Premobilization:** During the Premobilization meeting, the quality control process is communicated, quality standards are reinforced, and contractor expectations and requirements are clearly defined. The meeting is not only an orientation to the project but a comprehensive look at submittal requirements, start-up plans and commissioning. The meeting is framed by the importance of our client's goals and expectations. By the conclusion of the meeting, the subcontractor understands all necessary actions required before attending the Preconstruction meeting.

**Preconstruction**: The Preconstruction meeting is conducted at least one week in advance of the commencement of each definable feature of work (DFOW), or multiple DFOWs as applicable. We verify that the responsible individual(s) for each subcontractor is prepared to comply with the requirements of the contract documents and to discuss the subcontractor's plan to complete the work. This is an additional opportunity to reiterate MWCC's quality expectations before the work begins. This meeting also assures that all subcontractor partners have Job Hazard Analyses (JHAs) that are comprehensive, and that they understand and are committed to DEN and MWCC safety expectations (orientation, training, housekeeping, MW CARES, inspections).

Once construction begins, our process includes initial, follow-up and final inspections, all reviewed in a weekly subcontractor meeting with all foremen. This weekly meeting also reviews the schedule, addresses any changes and questions, and coordinates work.

*Relationship Building:* So that our MWBE subcontractors know that they are part of the MWCC team, we encourage their questions, insights, and concerns. As the general contractor, MWCC will always take the lead in planning, scheduling, budgeting, QA/QC and safety; we do recognize, however, that our subcontractors may have a different idea or plan regarding how they need to perform the work. These are great conversations to have during the preconstruction meetings and the weekly subcontractor coordination meetings. MWCC's effective management and relationship with subcontractors start in the selection process, as we build the most qualified teams considering skill, availability, pricing, diversity, and reputation. We provide transparency, offer technical assistance, and mitigate/remove any barriers at the start. We continue to manage the selected teams by using daily reports and establishing a high level of communication.

*Training:* MWCC offers training and mentorship to MWBEs from the start of preconstruction through project execution. Training can include:

- LCP Tracker
- Access to Building Connected

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- Scheduling
- Safety Orientation and MWCC CARES Program
- Quality Control and Assurance Program
- Site-Specific Training: hazard awareness and safety protocols for pedestrians, vehicles, and workers
- Identifying Risks and Challenges
- Protocols for General Communication

*Resolution Practices*: MWCC leadership immediately responds to concerns at each job site, documents and reports concerns, addresses the subcontractor involved, and offers solutions to resolve the issue with the support of MWCC resources and direction. We focus on respectful and supportive relationships and early identification and resolution of problems as the first line of defense against disputes. Our construction managers are all trained in the Extended DISC Leadership Development Tool, which reinforces effective communication and interaction. Additionally, we host yearly EDI training events, including in-house Cultural Competencies, Communication and Crucial Conversations courses. These skills and steps to early resolution have created a strong history of supporting subcontractors.

*Reporting and Tracking*: An additional key component of our communication strategies involves reporting and tracking our MWBE participation and workforce/hiring/training goals for the City/DOTI and DEN. MWCC's project managers prepare and submit monthly project reports that details workforce training and hiring statistics on each DOTI or DEN task/work order contracted. This report will be reviewed to evaluate MWCC's workforce development plan, regarding the following aspects:

*Preconstruction:*

- Solicitation Details: Contact information and contact schedule for MWBEs contacted
- Details, procedures followed, and results related to MWBE outreach
- Advertisements soliciting MWBE bids
- Pre-bid meeting schedule and outcomes
- If applicable, all documentation required to establish the Contractor's compliance with CCD Code §§ 28-62 and 28-66 D.R.M.C.

*Construction:*

- Manpower Utilization Plan
- Apprentice Hours Report by Contractor
- Local Craft Worker Utilization Report
- Hours and Wage by Craft Report

A database file houses records of residency and disadvantaged status for all project workers. The status of personnel is verified by comparing the monthly subcontractor forms with this database. We anticipate that the DEN Program Manager will review the plan, collaborate on goal status per task and work order, and provide input to further develop opportunities to refine/improve the hiring plan.

Quarterly reviews can be scheduled during the On-Call Infrastructure Program's duration. Quarterly discussions may lead to changes in the workforce development strategy addressing shifting project timelines, subcontractor needs, and improving worker/apprentice experiences.

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*CCD B2G System Reporting:* MWCC has utilized the B2G system on multiple projects. We are familiar with the process of confirming payments received from the owner and reporting payments made to all subcontractors, including MWBEs.

**Past Performance:** MWCC has partnered with MWBE contractors, suppliers, and professional services throughout our 28-year history. Stretching back to 2012, our work with the Denver Housing Authority at Tapiz @ Mariposa, the Mariposa Redevelopment Phase II, and Syracuse Plaza and Goldsmith Village achieved 35%, 35% and 43% MWBE participation, respectively. We also have a history dating back to our first DEN On-Call Contract (2012), when we maximized MWBE participation on the DEN AGTS South Terminal Switch Addition (35% MWBE achieved) and DEN Manhole Removal (25% MWBE achieved).

In 2013 we entered into a mentor-protégé agreement with Tribal One Broadband Technologies, LLC (protégé), one of six LLCs created by the Mith-ih-Kwuh Economic Development Corporation (MEDC), a federally chartered corporation that is 100% owned by the Coquille Indian Tribe. Tribal One is an SBA-certified 8(a) business development program information and communications technology company based in North Bend, OR. The first joint venture from this mentor-protégé agreement, MW ORCA JV1, created in 2014, secured historic renovation work on Denver's Byron White Courthouse with the federal government's General Services Administration (GSA).

More recently, our DEN On-Call Contracts have achieved MWBE goals:

**DEN – UPS Sewer Line Replacement, Denver, CO (2022)**

MWCC, in collaboration with 35% MWBE subcontractors, built a new sewer line from the west restrooms and showers in UPS's south cargo building B to the existing on-site system, as the old waste line was failing. Scope of work included new 4" pipe starting inside the building and continuing outside to the north 200' vertically and 30' underground with concrete and asphalt demolition and replacement; manhole liner patching and replacement, and new exterior 2-way cleanout to the existing 6" sanitary drainage lines. Shutdown and connection work was done on weekends. As a result, the repair was completed ahead of task order duration.

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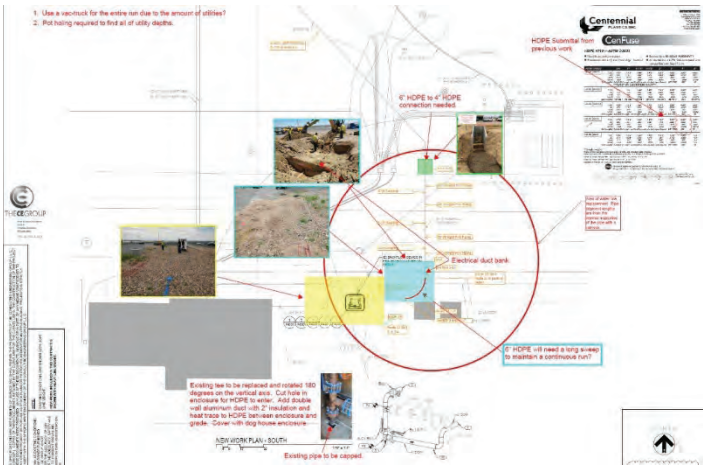
## DEN ARFF Water Line Replacement, Denver, CO (2022)




In partnership with 35% MWBE subcontractors, the DEN ARFF Water Line replacement project replaced 3” PVC water line with 4” HDPE water line at the ARFF Training Facility. Once onsite, MWCC executed several change orders to investigate, report and repair gasketing for the system’s at-grade pilot boxes that were experiencing leaks.

## Rose Andom Center, Denver, CO (2016)

In partnership with 15% MWBE subcontractors, MWCC planned and executed phased renovations, based on fundraising efforts, to convert DPS offices into the Rose Andom Center, an attractive and environmentally efficient facility for families needing support. The scope of work entailed fully sprinkling this non-sprinkled

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building, replacing the mechanical system, and upgrading the electrical system. A second contract with the City of Denver Department of Public Works included the replacement of all windows at three elevations.

On City and County of Denver and DEN on-call projects, MWCC consistently strives to meet or exceed MWBE participation requirements. Additional examples include:

| Project Name | MWBE Goal | Actual |
|---|---|---|
| **AGTS South Switch** | 25% | 25% |
| **City and County Building Restoration CM/GC** | 22% | 22% |
| **WO #1 McNichols Relocation** | 15% | 15% |
| **DEN On-Call Task Orders** | 25% | 27% |
| **DOTI Vertical On-Call Construction Services** | 21% | 21% |

*MWBE Mentorship:* MWCC maintains a strong relationship with Metro State University and we heavily recruit from this #1 university in the state for Latino and Black student enrollment. We sponsor interns from MSU and have hired numerous recent graduates into our Field Engineer positions. Additionally, MSU students (and others) have participated in our Inclusive City Builders Program, an interdisciplinary internship program introducing undergraduates to construction, development, real estate and civic planning organizations.

*Employee Recruitment, Training, Development and Succession Planning:* MWCC recruits our future jobsite leaders through our connections and strong reputation at universities, via on-campus recruitment efforts and internships. They begin at entry-level or mid-level positions and spend time in field, office and estimating roles before choosing the path of Project Manager or Superintendent. Retaining the right people includes an individualized path for career growth, MWCC University continuing education, support for industry certifications and training, and annual celebrations of employees who have been with MWCC for five-plus years (37% of our employees). Our MWCC Talent Development program supports continuous leadership and project management training plus professional skills development. Our dedication extends to all team members on a project site as we ensure that all workers have appropriate training, know proper PPE use, etc. Our team verifies all training with our subcontractors and requires re-training where needed. We also hold weekly site-wide Monday morning safety meetings to discuss safety topics.

*Partnering with MWBE Firms:* MWCC and Gillmore Construction have formed a joint-venture entity to deliver new affordable housing at 4995 Washington Street. Together, we are conducting outreach to subcontractors and helping train MWBE firms via the Hispanic Chamber of Commerce Contractor Academy.

Communication Connections Consulting

For the DEN On-Call Infrastructure program, MWCC is partnering with Communications Connections Consulting (CCC), a DBE, WBE, and MBE-certified consulting firm with more than 17 years of experience. With a bilingual staff and a commitment to professional and inclusive outreach strategies, we believe that this partnership will maximize our EDI efforts. CCC's communication plans aim to effectively deliver On-Call Infrastructure Program updates to the community and media. Bilingual (Spanish/English) trans-creation services ensure the delivery of messages to a broad, diverse audience.

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## Proposer's Culture

Our firm has an active DEI task force that meets quarterly to review DEI goals and initiatives, with additional project-specific meetings aimed to support company-wide training for Inclusivity Week, Safety in Construction Week, and Women in Construction Week. The task force participates actively in consulting and guiding our Hiring Task Force, Training Task Force, Quality Task Force, and Community Engagement/Experiences Teams. They actively research, audit and pilot training and recruitment programs to continuously improve our Talent Development Training, Master Builders curriculum and company-wide recruiting and onboarding efforts.

MWCC also has a comprehensive career advancement program for incumbent workers skilled in framing, plumbing, and electrical work – ***MWCC Master Builders.*** This program combines classroom sessions, on-the-job instruction, and mentoring to open doors to superintendent and field leadership positions for these mostly BIPOC team members. The curriculum includes six quarterly sessions, self-directed studies, job tours, mentor conversations and online learning. Successful participants graduate with skills that enable them to enter Foreman, Field Engineer or Superintendent roles.

### Future Initiatives

Our recent merger with Graham has opened many opportunities for us to refine/define our goals and explore new tools and resources to continuously improve:

- We make sure that we are integrating our employees' ideas, suggestions, and recommendations – because we know that our people are drivers for meeting our DEI vision.
- We have a 5-year EDI plan to grow MWBE project participation and diversify our staff and team members in both our Rocky Mountain and Southern California districts.
- Succession planning is a critical element of our EDI strategy. We are dedicated to identifying and nurturing diverse talent within our organization, ensuring that our leadership pipeline reflects the diversity of our workforce and the broader community.
- Through mentorship programs, leadership development initiatives, and targeted training, we empower employees from underrepresented groups to advance into leadership roles.
- This approach not only strengthens our internal team but also promotes equity and inclusion in the communities we serve.

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As a learning organization, MWCC prioritizes ongoing training, engagement, and continuous improvement. Our commitment to workforce development includes training programs like Extended DISC Leadership Development, Cultural Awareness, and Weekly Toolbox Talks. Through various initiatives with MWBE partners and extensive training programs, we showcase our dedication to fostering equity and excellence in the construction industry.

As a longstanding Denver builder, our future is focused on making an impact on the city, not just in construction but also for the people of Denver. We will engage to recruit and train in low-income high unemployment neighborhoods to ensure individuals who have incurred barriers in this industry have ladders to opportunity. These are not just empty platitudes; rather they embody the inclusive values that have been a part of this company for 28 years.

***We are committed to MWBE goals and celebrate our success - MWCC has consistently met or exceeded % goals for MWBE participation requirements throughout our history.***

*MW's unwavering commitment to seeking constant feedback and promoting genuine team spirit created a collaborative environment that encouraged the project team to perform at a high level. The success of the project was built on strong relationships and makes them an outstanding partner on complex projects in dense urban environments. MWCC's meticulous approach to solicit valuable feedback throughout the construction process highlights their pursuit of excellence and is particularly noteworthy.*

*We wholeheartedly recommend MW for consistently demonstrated exceptional performance and dedication to quality, making them a highly recommended partner for any construction project.*

- *Jean Jursnick, AIA, SAR+ Architects, NEST56 at Denargo Market*

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# REQUEST FOR PROPOSALS

## On-Call Infrastructure Construction

## RFP No. 202579097

**JUNE 25, 2025**

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**REQUEST FOR PROPOSALS (RFP)**

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

Contract Administrator (CA): Diane Folken
E-Mail: contract.procurement@flydenver.com

Request for Proposals #202579097

**PROPOSALS MUST BE RECEIVED BY: Monday, July 21, 2025, at 2:00 PM Denver Local Time**
UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED

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

| Event | Date |
|---|---|
| RFP Advertisement | June 25, 2025 |
| Optional Pre-Proposal Conference | July 1, 2025, at 12:15 PM Denver Local Time |
| Last Date to Submit Written Questions | July 9, 2025, at 2:00 PM Denver Local Time |
| Proposal Due Date | July 21, 2025, at 2:00 PM Denver Local Time |

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

Pre-Proposal Conference Link

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

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

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

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

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**Proposal Submittal**

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

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

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

EBS Guide: http://faq.bidnetdirect.com/electronic-bid-submission/

**Minority and Women-Owned Business Enterprise Participation**

Pursuant to Article III of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) the Division of Small Business Opportunity (DSBO) has established the following participation requirement for this project:

**15% Minority and Women-Owned Business Enterprise (MWBE)**

The participation requirement must be met with certified firms, §§ 28-62, 28-66, D.R.M.C, found in the Small Business Certification and Contract Management System, or through the demonstration of a sufficient good faith effort. §§ 28-60, 28-64, D.R.M.C. The project is subject to additional requirements pursuant to the D.R.M.C.

**General Statement of Work**

The on-call construction contract is anticipated to address the necessary maintenance and construction of Airside and Landside heavy civil infrastructure at DEN. Work is issued on a Task Order basis, which will detail the specific construction services to be provided at that time. Typically, the work will be performed per the Federal Aviation Administration (FAA) criteria and Colorado Department of Transportation (CDOT) specifications, as applicable. The Scope of Work for this Project includes, but is not limited to: repairs to, or replacement of any infrastructure (excluding buildings) within or pertaining to the airfield and landside areas; and demolition, earthwork and landscape, concrete and asphalt paving, special structures, bridges, pipes, manholes and retaining walls, fencing, drainage, erosion control and utilities, water quality, lighting and signage, traffic signal, pavement marking, spall and joint repair, joint and crack sawing, routing, and sealing, traffic control and haul route flagging/monitoring.

**Prequalification Requirements**

Each Proposer must be prequalified in category 1A: Heavy Civil at or above the $10,000,000.00 monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each Proposer must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via B2Gnow. To view the Rules and information on how to apply, please visit our website at www.denvergov.org/prequalification.

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**PROPOSAL SUBMITTAL REQUIREMENTS**

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

□ Proposal Narrative:
- Complete responses to the Narrative Contents as outlined in Section IV, which includes the required DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)

□ Sample Agreement:
- List of proposed modifications or legal issues regarding the Sample Agreement as outlined in Section III-2

□ Proposal Forms - all completed and signed
- Proposal Acknowledgement Letter – acknowledging **all** addenda
- Proposal Data Form
- Disclosure of Legal & Administrative Proceedings & Financial Conditions
- Proposal Declaration
- List of Proposed Non-MWBE Subcontractors
- Certification of Non-Segregated Facilities
- Equal Opportunity Report Statement
- Executed Proposal Guarantee Form

□ DSBO Forms
- Commitment to MWBE Participation
- DSBO Program Requirements Handbook Signature Statement
- MWBE Utilization Plan Form

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

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## I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility, and sustainability are inherent to the City's strategy to develop and maintain prosperous communities. Accordingly, these values are imbedded into all the City's procurement processes to ensure competitive procurements that offer equitable opportunities for all potential Proposers, including greater contracted and significant participation for historically underutilized businesses to ensure Denver's long-term economic, social, and environmental health. Through equitable procurements, the City is committed to working to remove barriers and increase access to City contracting opportunities for all historically underutilized and small businesses including those owned by veterans and individuals living with disabilities as well as those in economically distressed or redlined neighborhoods. It is a primary value to promote economic equity by engaging a more inclusive community of Proposers and contractors, both as prime and sub-contractors to address socioeconomic disparities. Through this promotion of equity and inclusion (EDI), the City strives to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. It is the City's expectation that all successful Proposers demonstrate their commitment to these City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's alignment with the City's values as it relates to its approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of equity, diversity, integrity, stewardship, innovation, and humanity. The City is looking for Proposers that have equity, diversity, and inclusion (EDI) embedded in their policies, procedures, practices, initiatives, and exhibit actionable results and ensures that of those that they partner with.

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

DEN plays a unique role as a gateway to the world for the region, our passengers, our communities, and our partners. As such, DEN has a generation of operators, concessionaires, designers, builders, planners, and small businesses that are stronger and more successful because of this work. DEN has also helped build new businesses that have flourished and grown into mature industry leaders. As part of its new Vision 100 plan, DEN intends to expand this legacy by looking to the community that has succeeded in the past at DEN to bring the next generation forward.

In its review of this contract opportunity, DEN believes that the scope of work and firms in the industry lends itself to unique partnership opportunities, and therefore, highly encourages firms that have historically proposed as prime contractors to serve as subcontractors to MWBE firms in their contract with DEN, or to create Joint Ventures with MWBE firms. A focus of this partnership should be for the contracting partners to build a meaningful relationship that is not merely transactional to meet a numerical goal. The objective is to afford the MWBE firm the opportunity to learn from the large contractor, grow its financial capacity, build its generational wealth and its portfolio, and increase its capability to perform new commercially useful functions on future contracts.

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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 October 2025 and has a scheduled duration of approximately three (3) years with two (2) 1-year options to extend. 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 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.

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## II. SCOPE OF WORK

The on-call construction contract is anticipated to address necessary maintenance and construction of Airside and Landside heavy civil infrastructure at Denver International Airport (DEN). Work is issued on a Task Order basis, which will detail the specific construction services to be provided at that time. Typically, the work will be performed per the Federal Aviation Administration (FAA) criteria and Colorado Department of Transportation (CDOT) specifications, as applicable.

Certain areas of work (roadways, airfield) may require significant night and off-peak work. Working hours are subject to change and will be based upon the operational needs of DEN. Quantities of work performed may be low production and scattered throughout DEN property.

**SERVICES INCLUDE:**

1. **Construction and Renovation**: Execute construction and renovation projects as specified in task orders, with a primary focus on adherence to all applicable standards and requirements. This includes quality standards, safety regulations, and project timelines. Your commitment to these standards is crucial in ensuring the successful completion of each project.
2. **Subcontractor Management**: Coordinate subcontractors, suppliers, and vendors involved in project execution, ensuring compliance with contractual obligations and specifications.
3. **Quality Control**: Implement quality control measures to monitor workmanship, materials, and construction processes and ensure the delivery of high-quality outcomes.
4. **Safety Management**: Prioritize safety on construction sites, implement safety protocols, conduct regular safety inspections, and ensure compliance with relevant safety regulations.
5. **Construction Updates and Meetings**: Participate in construction update meetings, provide progress reports, address project-related issues, and collaborate with DEN stakeholders to ensure project success.

**TASK ORDERS MAY INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:**

1. **Landside and Airside infrastructure repair, rehabilitation, or improvements:**
    a. Pavement repair and rehabilitation including panel replacements, spall repairs, joint repair
    b. Correct drainage and embankment failures
    c. Erosion, drainage, water quality repairs and improvements
    d. Signage, striping, traffic control
    e. Electrical
    f. Bridge rehabilitation and repairs, deck, curbs, bridge rail, expansion joints
    g. Pavement preventative maintenance measures
    h. Roadway widening
    i. Traffic control
    j. New or repair of existing retaining walls
    k. Landscape maintenance
    l. New roadway/parking lot construction or reconstruction

2. **Pre-construction and Planning Tasks**:
    a. Evaluation of project requirements and site conditions
    b. Development of preliminary phasing plans and project schedules

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c. Procurement of necessary tools, equipment, and materials
d. Coordination with DEN project team and review of project plans

3. **Project Management and Administration**:
    a. Task management and coordination of field labor
    b. Procurement and management of subcontractors
    c. Testing and commissioning of installed work
    d. Documentation and reporting of project progress

4. **Miscellaneous Tasks**:
    a. Selective demolition of existing infrastructure
    b. Preconstruction work to assess project feasibility
    c. Design validation and review
    d. Site preparation and cleanup

The on-call construction services provided under this contract will support DEN in achieving its infrastructure enhancement goals, ensuring Denver International Airport's continued success and efficiency. Through collaborative efforts and adherence to high standards of construction excellence, the contractor will contribute to DEN's mission of providing a world-class airport experience for passengers and stakeholders.

**END OF EXHIBIT**

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## III. ADMINISTRATIVE INFORMATION

### III-1 Issuing Office

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

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

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

Proposers shall undertake a detailed review of the Attachment 5, Sample Agreement and submit with their proposal a list of all legal issues or proposed modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best Proposer. The Proposer may submit questions regarding the contract using the same method designated for other questions related to this RFP. Proposers are strongly advised to seek legal counsel for advice regarding the Same Agreement. DEN will not respond to legal questions such as about the interpretation of a provision of the Sample Agreement or provide legal advice regarding the Agreement to proposers. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the Proposal. If the Proposer does not identify any issues or proposed modifications to the Sample Agreement, the City may refuse to consider any proposed revisions received later from the Proposer, if they are selected as apparent best Proposer. The City may consider the Proposer's comments in considering whether to select Proposer as the apparent best Proposer.

Attachment 5 is a sample agreement and, as such is subject to revision or modification by DEN at any time. DEN reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as DEN's interests may require, prior to execution of a final agreement. **The sample agreement contains provisions required by Federal, State, and/or City law and policy, and these provisions may not be revised or negotiated.**

### III-3 Means of Communication

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

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

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

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

**III-5 Addenda**

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

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

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

**III-6 DEN Website**

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

Please visit the DEN BidNet Website at the following link which contains such services and information as: https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation

A. Advertisements for RFx and IFB opportunities
B. Status of RFx and IFB opportunities
C. Addendums including vendor questions and responses
D. Plan holder's/Document Taker's list
E. Award information

**III-7 Withdrawal of Proposal**

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

**III-8 Rights of DEN**

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

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

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

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

## III-9 Confidentiality of Records

Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq*. Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. City will attempt to notify the Proposer if a request is made for pages of documents clearly marked as confidential and proprietary so that the Proposer may take any action it deems necessary to defend the request. The Proposer, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

## 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 considered by the City for inclusion in 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 cannot agree on the terms of the contract, including any terms desired by Proposer, DEN may terminate negotiations with the Proposer and enter into a contract with another responsive Proposer. ***Certain DEN contract provisions are required by Federal, State and/or City law and policy and are not subject to modification***.

## III-11 Minority and Women-Owned Business Enterprise (MWBE) Program

**MWBE Responsiveness Requirements**

The below-listed DSBO proposal requirements are all conditions of responsiveness. Failure to submit a responsive proposal constitutes cause for rejection thereof.

1. **Non-Competition**
   Proposer shall not restrict an MWBE from providing subconsulting or subcontracting quotations to other Proposers. Any Proposer who does so shall cause their proposal to be rejected. §§ 28-59(f), 28-63(f), D.R.M.C.

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**2. Joint Ventures**

If Proposer is participating in a joint venture with a certified MWBE firm, proposer must submit the firm's Joint Venture Agreement to DSBO **at least 10 working days prior to the RFP-response submission.** The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an MWBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the MWBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the MWBE requirement equal to the distinct, clearly defined portion of the work that the MWBE performs with its own forces in a NAICS code in which the firm is MWBE certified. The joint venture agreement MUST specify the services, dollar value, reporting structure, and details of the MWBE's performance requirements associated with their percent of the joint venture ownership.

**3. Commitment to MWBE Participation**

Proposer shall include with their proposal a completed DSBO form, entitled "Commitment to MWBE Participation," stating their committed MWBE participation percent on this project. The committed participation level will be inserted into any resulting contract and the Contractor/Consultant must comply with that committed participation amount during the term of the contract.

**4. Good Faith Effort**

If Proposer cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO, with their proposal, a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that Proposer must show that they took all necessary and reasonable steps to achieve the MWBE requirement which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

The statement of good faith efforts should address each of the categories outlined in the DSBO Ordinance, §§ 28-60, 28-64, D.R.M.C., and any additional criteria established by rule or regulation. As part of their good faith efforts, Proposers are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency's Contract Administrator (CA)/Buyer with specific questions; the CA/Buyer will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the proposal. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with the DSBO Ordinance.

To award a contract to a proposer that has failed to meet the MWBE requirement, DSBO will determine whether Proposer made good faith efforts to actively, effectively, and aggressively seek MWBEs to meet the MWBE requirement prior to proposal submission, which determination shall include consideration of Proposer's MWBE Utilization Plan strategies to meet their MWBE participation commitment. Failure of Proposer to show good faith efforts shall render their proposal ineligible for further consideration with the City.

5. **DSBO Program Requirements Handbook (DSBO Handbook) – Signature Statement**

Proposer must submit the completed and signed Signature Statement of the DSBO Program Requirements Handbook with their proposal documents to be found responsive. The signed Signature

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Statement evidences proposer's review and agreement to comply with the requirements outlined in the DSBO Handbook.

6. **MWBE Utilization Plan**
   Proposer shall include with their proposal a completed DSBO form, entitled "MWBE Utilization Plan," stating their strategy for meeting the MWBE requirements, including certified small business utilization and expectations for their lower tiered MWBE-certified firms. To meet the MWBE Utilization Plan minimum responsiveness requirements, Proposer must meaningfully address each of the form's sections; any section that is blank or has "N/A" as a response may deem the proposer non-responsive. Contract execution will be conditioned upon a DSBO-approved MWBE Utilization Plan, unless DSBO has determined that Proposer made a 0%-participation good faith effort.

   Exception: if Proposer is submitting documentation of a good faith effort that states that they can only meet 0% of the MWBE requirement, they are exempt from this responsiveness requirement and need not submit a completed MWBE Utilization Plan form.

7. **Authority**
   The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here: https://www.denvergov.org/dsbo. Proposer is encouraged to contact the procuring agency with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Proposer's questions.

**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:

1. 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;
2. 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
3. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

4. They are the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to subsection (a) through (c) above; or
5. They are not the person in the Proposer's organization responsible for the decision as to the prices being offered herein but that they have 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

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hereby so certify; and they have 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 CEO, or their 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. Subcontractors who are named in more than one proposal are prohibited from sharing information about one Proposer with another Proposer or utilizing such information to assist in the preparation of another proposal.

**III-14 Payment**

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

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

1. The Proposer shall submit (at time of Proposal) 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:
    a. The caption of the action naming all parties;
    b. The case number, jurisdiction and the date the action was filed;
    c. 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
    d. The outcome or disposition of the action.

2. The Proposer shall submit (at time of Proposal) 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.

3. The Proposer shall submit (at time of Proposal) 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.

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4. The Proposer shall submit (at time of Proposal) 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.

5. The Proposer shall submit (at time of Proposal) 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.

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

7. During contract negotiations or at any time during the term of the executed contract, the Proposer may be asked to submit the following:

   a. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.

   b. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.

   c. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.

   d. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

**III-16 Insurance Requirements**

Proposer shall adhere to all insurance requirements stated in Attachment 3, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: DEN.COI@flydenver.com.

**III-17 Governmental Immunity**

Proposers and subcontractors understand and agree that the City, its officers, officials and employees are relying on, and do not waive or intend to waive by any provisions, 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.

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**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 (ASP) and remain in good standing in order to retain Airport Security privileges.

Participant guidelines are outlined in DEN 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 ASP 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 entering and verifying all information into the DEN online security system. All applications must be submitted electronically one day before visiting the badging office. 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 Title 49 Code of Federal Regulations (C.F.R.) 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.

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**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 online application with their Authorized Signatory in DEN's security system. Two (2) valid forms of identification must be presented at the badging office, 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 DEN online application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. The online application must be submitted electronically one day before visiting the badging office. Allow adequate time for processing of the STA and CHRC.

The individual must view a training film on DEN Rules and Regulations as they pertain to overall security and pass a corresponding test to assure understanding of the DEN 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 DEN 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 DEN 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 DEN online application must be completed and submitted electronically 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 DEN 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

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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 CHRC and a 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, they 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 DEN 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 DEN 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 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, DEN 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 issue to the Contractor, detailing all applicable security modifications. The Contractor must take immediate steps to comply with those security modifications.

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

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

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

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.** The form is found at:

https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6

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

**III-24 Wage Ordinances**

The services being requested in this RFP may involve services that are covered pursuant to Article IV of Chapter 20, 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 minimum and prevailing wages, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the resulting contract. Additionally, Proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

**III-25 Taxes**

1. General: Proposers shall refer to the General Conditions, G.C. 323 regarding taxes to which Proposer may be subject in performing the Work under this Contract, including but not limited to, sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Conditions – and not in lieu of them.

    a. Sales and Use Tax: Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways and other public works owned by the City at DEN are exempt from state, RTD and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City.

2. Exemption Certificates – Sales and Use Tax: Contractor and Contractor's subcontractors are responsible for applying to apply to the Colorado Department of Revenue (CDOR) for a certificate

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or certificates of exemption, indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Proposers shall not include in their proposal amounts the State, RTD and Cultural Facilities District Sales and Use Taxes.

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

**III-26 Conformed Technical Specifications and Contract Documents**

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

**III-27 Materials and Substitutions**

It is often convenient and practical to specify materials and equipment to be incorporated into the Work by a proprietary name or by the name of its manufacturer. When so specified and further qualified by the phrases “or equal” or “or equivalent,” it shall be understood that such specification is not intended to limit the material and equipment selection process. Rather, the specification is intended to indicate a standard of quality and capability which will be accepted. However, all Proposers desiring to use materials other than the specified materials must obtain the written approval of the Project Manager.

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

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

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

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

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

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**III-28 Permit Fees**

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

**III-29 Construction Scheduling**

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

**III-30 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

**III-31 Bond Requirements**

As specified in II-33 and II-34, Proposer is required to provide a Bid Guarantee or Bond, and, if the Contractor is awarded the contract, Payment and Performance Bonds. The City will accept these bonds electronically, including electronic and verifiable signatures and seal from the surety and contractor, or as paper copies with wet signatures. The surety must be authorized to do business in Colorado as a surety and must be on the list of approved sureties of the United States Department of Treasury, Bureau of Fiscal Service.

**III-32 Proposal Guarantee**

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

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

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

**III-33 Payment and Performance Bonds**

The awarded Contractor will be required to submit Payment and Performance Bonds which guarantees it will fulfill its contractual obligations under this project and guarantees it will pay its subcontractors, material suppliers and/or laborers for any work and materials provided. The amount of the Bonds will be 100% of the Maximum Task Order Amount. Should the awarded Contractor default on its obligations and

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fails to complete the project, a claims process may be initiated. If Contractor is found to be in breach of the Contract, it must compensate the City up to the full amount of the Bonds. DEN will accept Payment and Performance Bonds electronically, with electronic signatures that conform to City requirements, or as paper copies with wet signatures to the following address:

Denver International Airport AOB
ATTN: DeAnne Barker
8500 Peña Blvd., Room 8810
Denver, CO 80249-6340
**Please reference 'RFP-202579097, ON-CALL INFRASTRUCTURE' on the envelope**

**III-34 Project Controls Requirements**

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

**III-35 Equal Employment Opportunity**

1. D.R.M.C. Article III, Division 2 of Chapter 28 applies to this project. It is the policy of the City to provide equal opportunity in employment without regard to race, color, creed, sex, national origin, religion, marital status, or political opinion or affiliation. It is hereby deemed and declared to be for the public welfare and in the best interest of the City to require Proposers, contractors and subcontractors soliciting and receiving, directly or indirectly, compensation from or through the City, for the performance of such contracts, to meet certain affirmative action and equal employment opportunity requirements. Additionally, contractors and subcontractors that hold any contracts which are federally assisted shall be required to adhere to the Department of Labor's Contract Compliance program under Executive Order No. 11246 as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60-4.

2. After the Notice to Apparent Lowest Proposer has been issued, the Apparent Low Proposer shall submit the following to DSBO:

    a. A statement that the Proposer shall implement the affirmative action steps set forth in the Rules and Regulations and Bid Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, attached hereto, or the Proposer's affirmative action plan which meets these requirements, and

    b. A projection of its anticipated workforce for this contract on the attached "EEO Questionnaire." Both of these Proposals are required before DSBO will approve the Notice to Proceed.

3. The Proposer who is awarded this contract shall comply with the provisions and requirements, including the goals of minority and female participation and specific affirmative action steps, set forth in the Rules and Regulations and Bid Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, as said rules and regulations may be amended or readopted from time to time by the Manager of Public Works or the Director of the Division of Small Business Opportunity.

**III-36 Conflicts of Interest**

An organizational conflict of interest occurs when, because of the relationship between two organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

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If the Proposer currently has existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates, or subsidiary corporations, this could pose a conflict of interest and could place your Bid in jeopardy of being rejected for conflict of interest. If the Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it will take to mitigate the conflict.

If the City identifies a conflict of interest that is not identified by the Proposer in its response, the City may find the Proposer to be non-responsive. If the City identifies a conflict during the course of the Contract and the Proposer failed to disclose such conflict, the City may terminate the contract for cause or convenience at the discretion of the City.

**III-37 Title VI Solicitation Notice**

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**III-38 Denver Construction Careers Program (DCCP)**

If applicable, DCCP will evaluate each task order $10M and above individually.

**END OF ADMINISTRATIVE INFORMATION**

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## IV. PREPARATION OF PROPOSAL

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

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

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

1. If the Proposer is a corporation, it shall upon execution of the Contract provide a certificate from the Secretary of State, showing that it is qualified to do business in the State of Colorado. Please call the Secretary of State for Colorado at (303) 894-2200 for information on obtaining such certification.

2. If the Proposer is a partnership, the Proposer must include with its proposal evidence satisfactory to DEN that the partner signing the proposal has the authority to do so.

3. If the Proposer is a joint venture, the Proposer shall submit with its proposal a notarized copy of the joint venture agreement. That agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to DEN for completing all the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work.

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

1. 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

2. FORMAT

   Proposals shall meet the following formatting requirements:
   - Proposals shall be printable on 8 ½" x 11" paper
   - Proposals shall use the font type and size of Times New Roman 12 point.
   - **Proposals shall be in a format and in the order the Narrative Content is listed below.**
   - Proposals shall include a table of contents.
   - Proposals shall include tabbed or bookmarked sections as appropriate.
   - **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, DEN EDI Plan, table of contents, resumes, additional pages (which must be separate file) with comments or proposed changes to the Sample Agreement, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.

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- Resumes shall be limited to one (1) page per individual and shall follow the end of your proposal.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an unsecured/non-password protected Adobe Acrobat (.pdf) format.

## IV-3 Proposal Narrative Contents

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

| Narrative Contents |
|---|
| 1. Cost Effectiveness |
| 2. DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan) |
| 3. Understanding the Project |
| 4. Proposed Work Plan and Approach |
| 5. Key Personnel and Ability to Respond |
| 6. Company Experience and Qualifications |

### Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It shall include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 5, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

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

### 1. Cost Effectiveness

Quality Control and Error Minimization:

a. Explain your approach to quality control.
b. What strategies will you use to minimize errors or re-work that could increase project costs?
c. How will subcontractors adhere to your philosophy?

Cost Control:

a. Given your experience and expertise within the industry, how have you applied this knowledge to controlling costs?
b. Prepare a description of proposer’s methods to optimize project expenses. Include a description of plans to ensure that non-local staff are being strategically deployed where they add maximum value to the project.
c. Describe how proposer plans to maximize productivity of their staff working on the project.
d. Describe proposer’s method for anticipating and minimizing costly changes throughout the project.

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Subcontractor Optimization:

a. Discuss how proposer will incorporate subcontractors on their team to perform portions of the work to meet the DSBO goals.
b. Describe methods used to reduce staff redundancy and overhead in subcontractor management while maintaining an effective project team.

Competitive Edge:

a. Based on this project, where do you think there are opportunities for savings from your firm?
b. What elevates your proposal in terms of value?
c. Describe the competitive edge your proposal provides to DEN from a cost savings perspective.
d. Please describe any processes unique to your company or team that adds value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

**2. <u>DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)</u>**

The City is committed to advancing its vision of business equity, diversity, inclusion, and sustainability through growing the capacity of our historically underutilized businesses which shall include businesses and those owned by various ethnicities, genders, veterans, LGBTQ+, and individuals living with disabilities, as well as those in economically distressed or redlined neighborhoods. As previously stated in the City's Values Statement, the City will provide significant contracting opportunities among these historically underutilized businesses and ensure they benefit from the contract. Aligning with the City's intention to contract with historically underutilized businesses, this contract's historically underutilized business engagement initiatives are intended as a part of the City's values and commitment to ensure historically underutilized businesses are actively and impactfully participating throughout the life of the Project. The City believes that the utilization of these historically underutilized businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

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

Proposer's response in the form of a plan should include, but is not limited to:

A. Equity, Diversity and Inclusion Strategies. Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.

B. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will

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partner with and/or sponsor to provide assistance and/or guidance to historically underutilized businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.

C. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

D. Communication and Proposer Management. Describe the communication strategies and assistance Proposer is and will use with historically underutilized businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.

E. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both historically underutilized businesses and communities that they serve.

Describe times when Proposer has been successful in promoting the participation of historically underutilized businesses and/or any assistance provided to the historically underutilized businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized businesses performing as prime), and community outreach.

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

G. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

**3. <u>Understanding the Project</u>**

Describe the following:

a. Understanding of the Scope of Work
b. Complexity, challenges, and problems involved in planning and performing scope of work

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c. Approaches, philosophy, and experience dealing with challenges related to the Scope of Work.

**4. Proposed Work Plan and Approach**

Describe the Proposer's project management and organizational approach, including:

a. Proposed effort for completing the work on schedule
b. Methods used to coordinate work with other entities whose work interfaces with work performed by the Proposer.

Describe the Proposer's existing project management control methods and progress reporting systems.

*Note: Any deliverables from the Proposer must be in a format compatible with DEN's systems.*

**5. Key Personnel and Ability to Respond**

Describe the Proposer's ability to perform the Scope of Work and to coordinate its efforts with DEN and its other consultants.

a. List office addresses and total number of professional/support employees for the Proposer and each subconsultant
b. Proposers shall identify the location where work on this project would be performed.

Provide an organizational chart which identifies the Proposer's key personnel and applicable subcontractors who would perform work under the Contract.

Describe the qualifications of each subcontractor planned to perform work.

a. Describe the type of work which will be assigned to each subcontractor.

Submit detailed one-page resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. **Note: Resumes do not count towards total page count.*

a. Resumes must include a description of their qualifications/experience and their position and length of employment with the Proposer or subcontractor.

**6. Company Experience and Qualifications**

Describe your experience providing the services detailed in the Scope of Work:

a. Include information on previous projects where these services have been provided.
b. Discuss methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task.

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

- Project name
- Project description
- 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

**END OF PREPARATION OF PROPOSAL**

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# 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 may, in its sole discretion, consider a Proposer's comments on the Sample Agreement or other proposed terms and conditions. DEN shall then, taking into consideration the recommendations of the Evaluation Committee, attempt to negotiate a Contract with the Proposer which it considers the most qualified, responsive and responsible.

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

## V-2 Past Performance

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

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

The Evaluation Committee will prepare an initial evaluation, in accordance with this Section V. The Evaluation Committee, may, at its discretion, invite the highest ranked Proposers for 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 thirty (30) minutes, explaining the company's strong points in each area of the evaluation criteria. The presentation will be incorporated into the time allotted for the interview; no additional time will be provided.

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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.

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

## V-4 Best and Final Offers

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

## V-5 Evaluation Criteria

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

| Evaluation Criteria | | Weights |
|---|---|---|
| 1. | Cost Effectiveness | 25/100 points |
| 2. | DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan) | 15/100 points |
| 3. | Understanding the Project | 10/100 points |
| 4. | Proposed Work Plan and Approach | 20/100 points |
| 5. | Key Personnel and Ability to Respond | 15/100 points |
| 6. | Company Experience and Qualifications | 15/100 points |

**END OF EVALUATION OF PROPOSALS**

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## VI. ATTACHMENT 1, PROPOSAL FORMS

### Attachment 1, Part 1 Proposal Acknowledgement Letter

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

Proposer: _____ Date: _____

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

In response to the Request for Proposal (RFP) dated **June 25, 2025,** for **RFP NO. 202579097**, **On-Call Infrastructure Construction**, the undersigned hereby declares that they have 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 they have examined and are fully familiar with the proposal documents and has satisfied themselves 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/print name: _____

Proposer's Business Address: _____

E-mail address: _____

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

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

Proposer Name:_____

Proposer Address: _____

Phone: _____ Fax: _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

Project Manager for this RFP (Name & Title): _____

Equal Employment Opportunity Officer: _____

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

_____

_____

_____

**Parent Company Information**
***(If Applicable)***

Name of Company: _____

Address: _____

Phone: _____Fax: _____

Contact Person: _____

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**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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**References**
***(Provide three professional references below)***

1. Company Name: _____
   Contact: _____
   Project Title: _____
   Email: _____
   Phone Number:_____

2. Company Name: _____
   Contact: _____
   Project Title: _____
   Email: _____
   Phone Number: _____

3. Company Name: _____
   Contact: _____
   Project Title: _____
   Email: _____
   Phone Number: _____

**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 _____

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

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

If no disclosure required in accordance with III-15, please sign affirmation statement.

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

Signature _____ Title _____

Print Name _____

Date _____

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

_____

_____

_____

_____

_____

_____

_____

_____

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**Attachment 1, Part 4 Proposal Declaration**

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

Dated this _____ day of_____, 20____.

Proposer Company Name: _____

Proposer Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax Number: _____

Social Security or Employer ID No.: _____

**PROPOSER'S SIGNATURE:**

_____

ATTEST:

(Corporate Seal Here)

_____
Printed Name

_____
Secretary's Signature

_____
Printed Name

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

Proposer Company Name: _____

RFP Name: On-Call Infrastructure Construction

RFP No.: 202579097

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

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

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

| Subcontractor Information | Work Assignment | Subcontract Dollar Value |
|---|---|---|
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |

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| | | |
|---|---|---|
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |
| Name: _____<br>Address: _____<br>_____<br>Phone: _____ | | |

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**VII. ATTACHMENT 2, DSBO FORMS**

# DSBO FORMS

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

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

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DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

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

***This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.***

**MWBE PARTICIPATION COMMITMENT:**
The Bidder/Proposer or Prime is committing to_____% of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

**GOOD FAITH EFFORT:**
If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

**The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.**

| | | |
|---|---|---|
| Bidder/Proposer or Prime (Name of Firm): | | |
| Firm's Representative: | | |
| Title: | | |
| Signature (Firm's Representative): | Date: | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Email: | |

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DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

# Division of Small Business Opportunity (DSBO)
# Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering "N/A" may deem the submitter nonresponsive. (Maximum 400 words per section).

**The approved Utilization Plan may be subject to revisions throughout the life of the contract.**

| **Proposer/Prime Name:** |
|---|

| **Project/Contract Name and Number:** |
|---|



Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

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DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

| | |
|---|---|
| **Utilization Strategies** | • Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples**.<br><br>• Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.<br><br>For reference, please refer to CCD Certified Small Business Database.<br><br>Small BusinessCertification and Contract Management System \| Denver Office of Economic Development<br><br>**Response:** |



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| | |
|---|---|
| **Standard Procedure for Bid Packages** | • Describe Submitter's procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.<br><br>**Response:** |



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| | |
|---|---|
| **Technical Assistance** | • Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.<br><br>Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.<br><br>**Response:** |



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# DSBO Program Requirements Handbook (DSBO Handbook)
# Signature Statement

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

**To access the DSBO Handbook, please visit the DSBO Compliance website.**

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

| | | |
|---|---|---|
| Bidder/Proposer or Prime (Name of Firm): | | |
| Firm's Representative: | | |
| Title: | | |
| Signature (Firm's Representative): | Date: | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Email: | |

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**VIII. ATTACHMENT 3, 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.

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# EXHIBIT C

## CITY AND COUNTY OF DENVER
## INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
## CONSTRUCTION AGREEMENT (NON-ROCIP)

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

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

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

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

**B. Defined Terms**

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

**C. Coverages and Limits**

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

   a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
   b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
   c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.
   d. Coverage shall include Fire Damage Legal Liability in a minimum limit of $100,000 per fire.

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

   a. If operating vehicles unescorted airside at DEN, a $10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
   b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

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c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

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

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

5. Professional Liability (Errors & Omissions):
Contractor shall maintain a minimum limit of $1,000,000 per occurrence and annual policy aggregate, providing coverage for applicable services outlined in this Agreement.

6. Builder's Risk Insurance or Installation Floater:
During the duration of the construction or tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:

a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
b. be maintained until formal acceptance of the project by DEN or the placement of permanent

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property insurance coverage, whichever is later;

c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

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

8. Unmanned Aerial Vehicle (UAV) Liability:
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

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

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

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

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

**G. Notice of Material Change, Cancellation or Nonrenewal**

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

**H. Cooperation**

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

**I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized

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representative and must be submitted to the City at the time Contractor signed this Agreement.

9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

**J. Part 230 and the DEN Airport Rules and Regulations**

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

**K. Applicability of ROCIP Requirements**

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

DEN ROCIP Safety Manual

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

DEN ROCIP Insurance Manual
DEN ROCIP Claims Guide

**Notice of Change to ROCIP:** DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

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## IX. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal**. **A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

**Click on the following link to access the on-line form:**
https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers in response to City solicitations for services or goods will be collated, analyzed and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

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## X. ATTACHMENT 5, SAMPLE AGREEMENT

# SAMPLE AGREEMENT

The Sample Contract form and required Federal provisions are contained in the pages immediately following this page. The complete contract will include other exhibits in addition to the form and the Federal provisions.

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 City. The language of each clause is drafted in accordance with Federal, State, and City law and policy and are 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.***

- **Standard Federal Provisions contained in the Contract and the Exhibit or Appendix**
- **Minority/Women-Owned Business Enterprise (DEN-funded) requirements**
- **City Prompt Pay**
- **Prevailing Wage Ordinance**
- **Denver Wage provisions; worker retention provision**
- **Insurance Requirements**
- **Defense and Indemnification (Provide provisions it *cannot accept with its Proposal*)**
- **Disputes/Dispute Resolution (see D.R.M.C. § 5-17 and DEN Rules and Regulations Part 250)**
- **Compliance with All Laws and Regulations/with Patent, Trademark and Copyright Laws (subject to very limited exceptions and approval)**
- **Compliance with all Executive Orders including drugs/alcohol/tobacco**
- **Governing Law and Venue**
- **Bond Ordinances**
- **Force Majeure**
- **Taxes and Costs**
- **Environmental Requirements**
- **Records Retention and Other Standard City Provisions, including but not limited to:**
- **Diversity and Inclusiveness**
- **No Discrimination in Employment**
- **Advertising and Public Disclosure**
- **Colorado Open Records Act**
- **Examination of Records and Audits, including Federal and City Auditor provisions**
- **Conflict of Interest**
- **Sensitive Security Information, DEN Security, Badging, and other Security Provisions**

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# 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 from the SOS website corporation authorized to do business in the State of Colorado ("**Contractor** ") (collectively the "**Parties**").

## W I T N E S S E T H

**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 the work described in Request for Proposal No. 202579097-00, On-Call Infrastructure Construction Project (the "**Project**") 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**"), and Contractor's proposal was selected for award; 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:

## 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
- 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

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- 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 Payment and Performance Bonds

Exhibit H Request for Proposals and Contractor's Response to Request for Proposal and Forms

- Exhibit I Schedule of Rates and Markups
- Exhibit J Task Proposals and Execution Process
- Exhibit K EDI Plan

In the event of an irreconcilable conflict between a provision of Sections 1 through 32 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. Contract
3. Task Orders
4. Change Directives
5. Change Orders
6. Exhibit A Scope of Work
7. Exhibit J Task Proposals and Execution Process
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 F)
11. Exhibit C Insurance Requirements
12. Exhibit D Prevailing Wage Schedules
13. Exhibit I Schedule of Rates and Markups
14. Exhibit K EDI Plan
15. Exhibit H Request for Proposals and Contractor's Response to Request for Proposal and Forms
16. Exhibit G Payment and Performance Bond
17. Building Information Modeling ("**BIM**") if applicable

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

## 1. SCOPE OF WORK:

**A.** 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**").

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**B. Task Orders.** The Project Manager will issue task orders for work to be completed under this Contract ("**Task Orders**"), and the Task Order process is specified in ***Exhibit J***. The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. In the City's sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Bids for such Task Orders shall be submitted as required by the City, including as specified in ***Exhibit J*** and may not necessarily require utilization of the rates and markups in ***Exhibit I***. Changed work in competitively bid Task Orders will utilize the rates and markups in ***Exhibit I*** unless otherwise specified in a Task Order.

## 2. TERM OF CONTRACT:

**A.** The Term of this Contract shall commence on the Effective Date and shall expire three (3) year from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Contract may be extended for two periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below. If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Design, Engineering and Construction, 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.

**B.** Contractor agrees to begin the performance of the work required under this Contract or any individual Task Order within ten (10) days after being notified to commence work by the Senior Vice President of Design, Engineering and Construction (the "**SVP**") and agrees to fully complete the Work described in each Task Order in its entirety within the time frame established for the 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 or Notice to Proceed, if one is provided for in a Task Order.

## 3. TERMS OF PAYMENT:

**A.** The City agrees to pay Contractor for the performance and completion of all of the Work required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor and the City shall not be liable under the terms of this Contract for an amount in excess of a total amount of **Contract Amount Dollars and Amount Cents ($Click here to enter numbers .00)** (the "**Maximum Contract Amount**"). 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 in this Contract.

**C. Rates and Markups.** The Schedule of Rates and Markups is set forth in ***Exhibit I***. Certain initial hourly rates, including any applicable multiplier, are set forth in ***Exhibit I.*** The

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Project Manager, in his or her sole discretion, may annually adjust these hourly rates and the Hourly Rate for Allowances on which these hourly rates charged to the City are calculated, on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

**4. 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.

**5. DISPUTES:**

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in ***Exhibit F***, as modified by ***Exhibit E***, if any, and the Denver Revised Municipal Code § 5-17 ("**D.R.M.C.**") and all related rules and procedures, including but not limited to DEN Rule 250. 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.

**6. 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

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expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Section 5. 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.

## 7. 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.

## 8. 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.

## 9. 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 must be received and accepted by the City before any airport access or work commences.

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

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**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.

## 10. 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.

## 11. 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.

## 12. 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 their 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 their authorized representative, automatically terminate this Contract and all rights of Contractor hereunder.

## 13. 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 Airport System Funds. The City has no obligation to make payments from any other fund or source or to make

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additional appropriations or allocations to such fund to satisfy such costs or other obligations.

**14. 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.

**15. 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.

**16. NO DISCRIMINATION IN EMPLOYMENT:**

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

**17. 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.

**18. COMPLIANCE WITH ALL LAWS AND REGULATIONS:**

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

**B.** Contractor shall perform all work in compliance with Executive Order 123 regarding Sustainability as may be directed by the City, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: https://business.flydenver.com/bizops/bizRequirements.asp.

**19. PREVAILING WAGE REQUIREMENTS:**

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

Date bid or proposal issuance was advertised: Click here to enter text..

**A.** 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.

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

**C.** 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.

**D.** 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.

**E.** 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.

## 20. NON-EXCLUSIVE RIGHTS:

This Contract does not create an exclusive right for Contractor to perform the work described herein at the Airport. The City may, at any time, award other contracts to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective contracts, DEN shall determine the privileges of each party and Contractor agrees to be bound by DEN's decision.

## 21. CITY PROMPT PAYMENT:

**A.** Unless otherwise provided in this Contract, the City will make monthly progress payments to the Contractor for all services performed under this Contract based upon the Contractor's monthly invoices and in compliance with the General Conditions, as they may be

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modified in this Contract. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Contract.

**B.** Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by the Contractor. In addition to retention, the City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

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

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

## 23. 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

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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.

## 24. 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 Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

**B.** Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Contract , any duly authorized representative of the City, including the CEO or their representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

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performed along with the applicable federal project number.

**25. COMPLIANCE WITH DENVER WAGE LAWS:**

To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**26. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:**

**A.** This Contract is subject to D.R.M.C. Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**") and any Rules or Regulations promulgated pursuant thereto. The Contractor's Goal Commitment to MWBE participation for this Agreement is ___% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by the Contractor.

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

(i) If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

(ii) If change orders or any other contract modifications are issued under the Contract, Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

(iii) If change orders or other amendments or modifications are issued under the Contract that include an increase in the scope of work of this Contract, whether by

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amendment, change order, force account or otherwise, which increases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes.

(iv) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. The Contractor must also satisfy the requirements under D.R.M.C. §§ 28-60 and 28-73 with regard to changes in scope or participation, including termination or substitution of an MWBE subcontractor. Contractor shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-60, 28-70, and 28-73 with respect to the modified dollar value or work under the Contract.

(v) Failure to comply with these provisions may subject Contractor to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

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

## 27. EQUITY, DIVERSITY AND INCLUSION PLAN:

Contractor shall comply the Equity, Diversity and Inclusion Plan attached hereto as ***Exhibit K*** ("**EDI Plan**"). The City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

## 28. SENSITIVE SECURITY INFORMATION:

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

## 29. DEN SECURITY:

**A.** Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or Transportation Security Administration ("**TSA**"). If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and

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

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

**30. 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 Airport System. It also is subject to the terms below and in Appendix 1 to this Contract.

(i) 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 subcontractors 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.

(ii) 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.

(iii) 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.

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

## 31. 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.

## 32. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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

**[SIGNATURE PAGES FOLLOW]**

SAMPLE

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## XI. ATTACHMENT 6, PERFORMANCE AND PAYMENT BOND

# PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bond issuer], a corporation organized under the laws of the State of _____ [Bond company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____[Bid amount text] Dollars ($_____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of 202579097, On-Call Infrastructure Construction, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by, and performs each and every covenant, condition, and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and

2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

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

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

(End of Page)

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**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

_____
CONTRACTOR

By:_____
President

_____
SURETY

By:_____
Attorney-in-Fact

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

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# PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bonding company name], a corporation organized under the laws of the State of _____ [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____ _____[Bid amount text] Dollars ($_____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of 202579097 Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW**, **THEREFORE**, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

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

[END OF PAGE]

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

_____
CONTRACTOR

By:_____
President

_____
SURETY

By:_____
Attorney-in-Fact

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

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## XII. ATTACHMENT 7, PROPOSAL GUARANTEE

DENVER INTERNATIONAL AIRPORT

ON-CALL INFRASTRUCTURE CONSTRUCTION

Contract No. 202579097

**PROPOSAL GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS THAT_____, as Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to do business within the State of Colorado as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in the full and just sum of _____ Dollars and _____ Cents ($_____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its Bid, dated on _____, _____, for the construction of **Contract No. 202579097, On-Call Infrastructure Construction**, Denver International Airport, as set forth in detail in the contract documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said Bid that the Principal deposit specified Bid security in the amount of not less than five percent (5%) of the amount of said Bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract for such construction and furnish required Performance and Payment Bond if the Contract is offered them, that said sum be paid immediately to the Obligee as liquidated damages, and not as a Penalty, for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal shall, within the period specified therefore, on the prescribed form presented to them for signature, enter into a written Contract with the Obligee in accordance with his Bid as accepted, and give Performance and Payment Bond with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said Bid within the time specified, or upon the payment to the Obligee of the sum determined upon herein, as liquidated damages and not as a Penalty, in the event the Principal fails to enter into said Contract and give such Performance and Payment Bond within the time specified, then this Obligation shall be null and void, otherwise to remain in full force and effect.

[END OF PAGE]

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Signed, sealed and delivered this _____ day of _____, _____

Attest:

_____ _____

Secretary PRINCIPAL

[SEAL if Proposer a corporation]

By:_____

President

_____

**SURETY**

By:_____

Attorney-in-Fact

(ATTACH POWER OF ATTORNEY)

Power of Attorney shall be certified as to the date of bid.

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**XIII. Attachment 8, PREVAILING WAGES**

# PREVAILING WAGES

Prevailing Wage information which applies 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.

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# City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

## 2025 Prevailing Wage Administrator Schedule

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator
**DATE:** March 13, 2025
**SUBJECT:** Latest Change to Prevailing Wage Schedules

Please find an attachment of the current Prevailing Wage Schedule issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c) and its recent amendment for the creation of the Prevailing Wage Administrator. This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced. The new updated Wages will now be named Prevailing Wage Administrator Wages (PWA) as per the amendment of the Ordinance.

**Modification No**. 174

**Publication Date**: March 13, 2025

(13 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. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. 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. These Wages have been adjusted to reflect Denver Minimum Wage increase of $18.81 per hour enacted on January 1st, 2025.

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## APPLIANCE MECHANIC

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **APPLIANCE MECHANIC** | $24.44 | $7.62 |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. The position also is responsible for the maintenance of tunnel carwash systems but not the install, that belongs to the Millwright position. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

## BUILDING ENGINEER

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **BUILDING ENGINEER** | $35.04 | $8.65 |

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs I tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

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## CONVEYANCE SYSTEM MAINTENANCE SERIES

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **ENTRY-SUPPORT MECHANIC** | $26.52 | $7.86 |
| **MACHINERY MAINTENANCE MECHANIC** | $29.39 | $8.19 |
| **CONTROLS SYSTEM TECHNICIAN** | $35.77 | $8.93 |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

**Entry Support Mechanic**

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

**Machinery Maintenance Mechanic**

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

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**Controls System Technician**

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

Note: Incumbents must possess an Electrician's license when work warrants.

## CUSTODIANS

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **CUSTODIAN I** | $22.03 | $8.60 (Single)<br>$9.08 (Plus One Child[ren])<br>$9.64 (Plus One-Spouse)<br>$11.23 (Family) |
| **CUSTODIAN II** | $22.38 | $8.67 (Single)<br>$9.14 (Plus One-Child[ren])<br>$9.71 (Plus One-Spouse)<br>$11.30 (Family) |

**Benefits and Overtime**

| | |
|---|---|
| Parking | With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking. |
| RTD Bus Pass | Employer will provide employees with the Bus Pass or pay ($0.32) per hour for travel differential. |
| Shift Differential | 2nd shift (2:30 p.m.-10:30 p.m.): $.50/hour<br>3rd shift (10:31 p.m.-6:30 a.m.): $1.00/hour |

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| | |
|---|---|
| Overtime | Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay. |
| Lunch | Any employee working seven and a half (7 ½) hours in a day is entitled to a thirty (30) minute paid lunch. |
| Note | ***The effective date is provided following industry standards established by the PW Administrator & the CBA negotiated by SEIU Local 105. The previously approved terms adopted by the Career Service Board in their Public Hearing on March 15, 2007 in regards to contractors providing fringe benefits or a cash equivalent at no less than single rate amount will still be enforced by the Administrator.***<br><br>The Career Service Board in their public hearing on March 15, 2007, approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification." |

**Custodian I**

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

**Custodian II**

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

## DIA OIL & GAS

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **DERRICK HAND/ROUSTABOUT** | $18.81 | $6.92 |
| **ELECTRICIAN** | $29.02 | $8.15 |
| **ECHANIC** | $29.18 | $8.17 |
| **PIPEFITTER** | $30.93 | $8.37 |
| **RIG/DRILL OPERATOR** | $24.71 | $7.65 |

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| | | |
|---|---|---|
| **TRUCK DRIVER** | $25.53 | $7.75 |

**Heavy Equipment Mechanic (Mechanic)**

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

**Pipefitter**

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

**Well Driller (Rig/Drill Operator)**

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

**Laborer (Derrick Hand/Roustabout)**

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage

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or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

**Truckdriver**

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

## ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the **Davis Bacon Building Wage Determination.**

## FINISHER & JOURNEYMAN

### *TILE, MARBLE, AND TERRAZZO*

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **TILE FINISHER** | $26.13 | $8.91 |
| **TILE SETTER** | $32.08 | $8.91 |

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

## FIRE EXTINGUISHER REPAIRER

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **FIRE EXTINGUISHER REPAIRER** | $21.14 | $7.24 |

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and

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office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

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## FUEL HANDLER SERIES

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **FUEL FACILITY OPERATOR** | $23.41 | $7.50 |
| **LEAD FUEL FACILITY OPERATOR** | $24.48 | $7.62 |
| **FUEL DISTRIBUTION SYSTEM MECHANIC** | $30.74 | $8.35 |
| **LEAD FUEL DISTRIBUTION SYSTEM MECHANIC** | $32.14 | $8.51 |

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

**Fuel Facility Operator**

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results

**Lead Fuel Facility Operator**

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

**Fuel Distribution System Mechanic**

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or

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replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

**Lead Fuel Distribution System Mechanic**

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

## FURNITURE MOVERS

*Moving, Storage and Cartage Workers*

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **LABORER/HELPER** | $18.81 | $6.92 |
| **FURNITURE DRIVER/PACKER** | $19.16 | $7.01 |
| **LEAD FURNITURE MOVER** | $20.03 | $7.11 |

## GLYCOL FACILITY

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **DE-ICING FACILITY OPERATOR** | $29.12 | $8.16 |
| **MAINTENANCE MECHANIC** | $29.33 | $8.18 |
| **GLYCOL PLANT SPECIALIST** | $18.81 | $6.92 |

**De-icing Facility Operator**

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

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**Maintenance Mechanic**

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

**Glycol Plant Specialist/Material Handling Laborer**

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

## PARKING ELECTRONICS TECHNICIAN

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **PARKING ELECTRONICS TECHNICIAN** | $26.84 | $7.90 |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control to minimize repair problems and meet manufacturers' specifications.

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## PEST CONTROLLER

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **PEST CONTROLLER** | $22.45 | $7.39 |

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license.

## QUALITY CONTROL & ASSURANCE TECHNICIAN

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **QUALITY CONTROL & ASSURANCE TECHNICIAN** | $25.35 | $7.47 |

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and wastewater discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

*OHR reviewed data in June of 2023 and rate is not increasing so no changes will be made.

## SIGN ERECTOR

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **SIGN ERECTOR** | $21.09 | $6.31 |

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws. or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

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*OHR pulled the wages in December of 2022 and data has remained the same so there is no recommendation to change the base wage or fringes.

## TREE TRIMMERS

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **TREE TRIMMER** | $23.57 | $7.52 |

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw, and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples form diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipment.

## WINDOW CLEANER

**Effective Date: 3-12-2025**

Last Revision: 2-4-2025

| CLASSIFICATION | BASE WAGE/ HOUR | FRINGES/HOUR |
|---|---|---|
| **WINDOW CLEANER** | $29.89 | $9.53 (Employee)<br>$11.37 (Children)<br>$11.09 (2-Party)<br>$13.50 (Family) |

**Benefits/Overtime**

Parking The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.

Shift Differential — Employees working on the night shift shall be awarded a shift differential of $0.85 per hour worked. *Note: All wage increases become effective on the first day of the first full pay period following the above dates.*

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| | |
|---|---|
| Overtime | One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week. |
| Lunch | Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch. |
| Lead Work | $1.75 per hour above highest paid employee under supervision |
| High Work | $1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned) |
| Training | $0.25 per hour |
| ECOPASS | The Company will provide an Eco-Pass to all bargaining unit employees or pay $.24 per hour for travel differential. |

Note:

The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: “All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit L

# City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

## 2025 Building General Wage Decision

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator
**DATE:** March 14, 2025
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, March 14, 2025,** 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 four stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

### General Wage Decision No. CO20250020

Superseded General Decision No. CO20240020
Modification No. 3
Publication Date: 03/14/2025
(5 pages)

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

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on August 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis-Bacon classifications under $18.81 to comply with the city's minimum wage.**

**General Decision Number:** CO20250020 03/14/2025

**Superseded General Decision Number:** CO20240020

**State:** Colorado

**Construction Type:** Building

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**County:** Denver County in Colorado.

## BUILDING CONSTRUCTION PROJECTS

(Does not include single-family homes or apartments up to and including four stories.)

**Note:** Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 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 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

| MODIFICATION NUMBER | PUBLICATION DATE |
|---|---|
| 0 | 01/03/2025 |
| 1 | 02/07/2025 |
| 2 | 03/07/2025 |
| 3 | 03/14/2025 |

| ASBE0028-002 07/01/2024 | RATES | FRINGES |
|---|---|---|
| ASBESTOS WORKER/HEAT & FROST INSULATOR – MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION) | $34.98 | $16.47 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



| CARP0055-002 05/01/2024 | RATES | FRINGES |
|---|---|---|
| CARPENTER (DRYWALL HANGING ONLY) | $35.10 | $13.41 |

| CARP1607-001 06/01/2024 | RATES | FRINGES |
|---|---|---|
| MILLWRIGHT | $42.50 | $17.93 |

| ELEC0068-012 06/01/2024 | RATES | FRINGES |
|---|---|---|
| ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING) | $44.95 | $19.08 |

| ELEV0025-001 01/01/2024 | RATES | FRINGES |
|---|---|---|
| ELEVATOR MECHANIC | $56.57 | $40.35 |

**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 05/01/2024**

| POWER EQUIPMENT OPERATOR (CRANE) | RATES | FRINGE |
|---|---|---|
| 141 TONS AND OVER | $39.80 | $15.20 |
| 50 TONS AND UNDER | $35.78 | $15.20 |
| 51 TO 90 TONS | $36.09 | $15.20 |
| 91 TO 140 TONS | $37.34 | $15.20 |

| IRON0024-010 11/01/2024 | RATES | FRINGES |
|---|---|---|
| IRONWORKER, STRUCTURAL/ORNAMENTAL | $39.21 | $12.79 |

| IRON00847- 11/01/2024 | RATES | FRINGES |
|---|---|---|
| IRONWORKER, REINFORCING | $55.25 | $3.65 |

| PAIN0079-006 08/01/2022 | RATES | FRINGES |
|---|---|---|
| PAINTER (BRUSH, ROLLER, AND SPRAY; EXCLUDES DRYWALL FINISHING/TAPING) | $27.41 | $11.56 |

| PAIN0079-007 08/01/2022 | RATES | FRINGES |
|---|---|---|
| DRYWALL FINISHER/TAPER | $28.11 | $11.56 |

| PAIN0419-001 06/01/2022 | RATES | FRINGES |
|---|---|---|
| SOFT FLOOR LAYER (VINYL AND CARPET) | $18.81 | $14.33 |

| PAIN0930-002 07/01/2024 | RATES | FRINGES |
|---|---|---|
| GLAZIER | $35.51 | $12.65 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



| PLUM0003-009 06/01/2024 | RATES | FRINGES |
|---|---|---|
| PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION) | $45.43 | $20.15 |

| PLUM0208-008 06/01/2024 | RATES | FRINGES |
|---|---|---|
| PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION; EXCLUDES HVAC DUCT INSTALLATION) | $44.15 | $22.43 |

| SFCO0669-002 04/01/2024 | RATES | FRINGES |
|---|---|---|
| SPRINKLER FITTER (FIRE SPRINKLERS) | $45.44 | $26.98 |

| SHEE0009-004 07/01/2024 | RATES | FRINGES |
|---|---|---|
| SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION) | $39.47 | $21.83 |

| SUCO2013-006 07/31/2015 | RATES | FRINGES |
|---|---|---|
| BRICKLAYER | $21.96 | $0.00 |
| CARPENTER: ACOUSTICAL CEILING INSTALLATION ONLY | $22.40 | $4.85 |
| CARPENTER: METAL STUD INSTALLATION ONLY | $18.81 | $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 | $18.81 | $5.22 |
| LABORER: MASON TENDER – BRICK | $20.32 | $0.00 |
| LABORER: MASON TENDER – CEMENT/CONCRETE | $20.33 | $0.00 |
| LABORER: PIPELAYER | $19.26 | $3.68 |
| OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE | $20.78 | $5.78 |
| OPERATOR: BOBCAT/SKID STEER/SKID LOADER | $19.10 | $3.89 |
| OPERATOR: GRADER/BLADE | $21.50 | $0.00 |
| ROOFER | $18.85 | $0.00 |
| TRUCK DRIVER: DUMP TRUCK | $18.97 | $0.00 |
| WATERPROOFER | $18.81 | $0.00 |

**Welders** – Receive rate prescribed for craft performing operation to which welding is incidental.

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## Administrator Supplemental Rates

Specific to the Denver projects: Revision Date: 01/06/2025

| CLASSIFICATION | BASE | FRINGE |
|---|---|---|
| BOILERMAKER | $30.97 | $21.45 |
| LABORER: CONCRETE SAW | $18.81 | $0.00 |
| PAPER HANGER | $20.15 | $6.91 |
| PLASTERER | $24.60 | $12.11 |
| PLASTER TENDER | $18.81 | $0.00 |
| TRUCK DRIVER: FLATBED | $19.14 | $10.07 |
| TRUCK DRIVER: SEMI | $19.48 | $10.11 |

| CLASSIFICATION: POWER EQUIPMENT OPERATOR | BASE | FRINGE |
|---|---|---|
| CONCRETE MIXER — LESS THAN ONE YD | $23.67 | $10.67 |
| CONCRETE MIXER – 1 YD AND OVER | $23.82 | $10.68 |
| DRILLERS | $23.97 | $10.70 |
| LOADER – UP TO AND INCLUDING SIX CU YD | $23.67 | $10.67 |
| LOADERS – OVER SIX CU YD | $23.82 | $10.68 |
| MECHANIC | $18.81 | $0.00 |
| MOTOR GRADER | $23.97 | $10.70 |
| OILERS | $22.97 | $10.70 |
| ROLLER | $23.67 | $10.67 |

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

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit L

# City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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## 2025 Heavy General Wage Decision

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator
**DATE:** March 28, 2025
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Monday, March 31, 2025,** and applies to the City and County of Denver for **HEAVY 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, § 20-76(c).

### General Wage Decision No. CO 20250002

Superseded General Decision No. CO 20240002
Modification No. 2
Publication Date: 03/28/2025
(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.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under $18.81 to comply with the city's minimum wage.**

**General Decision Number:** CO20250002 03/28/2025

**Superseded General Decision Number:** CO20240002

**State:** Colorado

**Construction Type:** Heavy

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



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

## HEAVY CONSTRUCTION PROJECTS

**Note:** Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 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 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

| MODIFICATION NUMBER | PUBLICATION DATE |
|---|---|
| 0 | 01/03/2025 |
| 1 | 03/14/2025 |
| 2 | 03/28/2025 |

| ASBE0028-001 07/01/2024 | RATES | FRINGES |
|---|---|---|
| **ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS)** | $34.98 | $16.47 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit L

| BRCO0007-004 01/01/2024 | RATES | FRINGES |
|---|---|---|
| BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES) | $42.37 | $12.86 |

| BRCO0007-006 05/01/2024 | RATES | FRINGES |
|---|---|---|
| BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES) | $32.93 | $14.29 |

| ELEC0012-011 09/01/2024 | RATES | FRINGES |
|---|---|---|
| ELECTRICIAN (INCLUDES PUEBLO COUNTY) | $33.55 | $15.71 |

| ELEC0068-001 06/01/2024 | RATES | FRINGES |
|---|---|---|
| ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES) | $44.95 | $19.08 |

| ELEC0111-001 03/01/2025 | RATES | FRINGES |
|---|---|---|
| LINE CONSTRUCTION | | |
| LINE CONSTRUCTION/GROUNDMAN | $26.09 | 16.75%+7.80 |
| LINE EQUIPMENT OPERATOR / LINE TRUCK CREW | $42.16 | 16.75%+7.80 |
| LINEMAN GAS FITTER/WELDER | $58.53 | 16.75%+7.80 |

| ELEC0111-007 01/01/2025 | RATES | FRINGES |
|---|---|---|
| ELECTRICIAN (INCLUDES MESA COUNTY) | $31.75 | $13.25 |

| ELEC0113-002 06/01/2024 | RATES | FRINGES |
|---|---|---|
| ELECTRICIAN (INCLUDES EL PASO COUNTY) | $38.20 | $18.10 |

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| ENGI0009-001 05/01/2024<br>POWER EQUIPMENT OPERATORS | RATES | FRINGES |
|---|---|---|
| BLADE: FINISH | $34.58 | $15.20 |
| BLADE: ROUGH | $34.05 | $15.20 |
| BULLDOZER | $34.05 | $15.20 |
| CRANES: 50 TONS AND UNDER | $34.77 | $15.20 |
| CRANES: 51 TO 90 TONS | $35.07 | $15.20 |
| CRANES: 91 TO 140 TONS | $36.27 | $15.20 |
| CRANES: 141 TONS AND OVER | $38.63 | $15.20 |
| FORKLIFT | $34.58 | $15.20 |
| MECHANIC | $35.58 | $15.20 |
| OILER | $34.14 | $15.20 |
| SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS | $35.20 | $15.20 |
| SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS | $35.41 | $15.20 |
| TRACKHOE | $35.20 | $15.20 |

| IRON0024-003 11/01/2024 | RATES | FRINGES |
|---|---|---|
| IRONWORKER, STRUCTURAL | $39.21 | $23.49 |

| IRON 00847 11/01/2024 | RATES | FRINGES |
|---|---|---|
| IRONWORKER, REINFORCING | $55.25 | $3.65 |

| LABO0086-001 05/01/2009 | RATES | FRINGES |
|---|---|---|
| LABORERS: PIPELAYER | $18.81 | $6.78 |

| PLUM0003-005 06/01/2024 | RATES | FRINGES |
|---|---|---|
| PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES) | $50.68 | $20.15 |

| PLUM0058-002 07/01/2024 | RATES | FRINGES |
|---|---|---|
| PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY) | $45.90 | $17.17 |

| PLUM0058-008 07/01/2024 | RATES | FRINGES |
|---|---|---|
| PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY) | $45.90 | $17.17 |

| PLUM0145-002 07/01/2024 | RATES | FRINGES |
|---|---|---|
| PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY) | $38.67 | $15.08 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



| PLUM0208-004 06/01/2024 | RATES | FRINGES |
|---|---|---|
| PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES) | $46.01 | $22.43 |

| SHEE0009-002 07/01/2024 | RATES | FRINGES |
|---|---|---|
| SHEET METAL WORKER | $39.47 | $21.83 |

| TEAM0455-002 05/01/2024 | RATES | FRINGES |
|---|---|---|
| TRUCK DRIVERS: PICKUP | $26.21 | $4.82 |
| TRUCK DRIVERS: TANDEM/SEMI AND WATER | $26.84 | $4.82 |

| SUCO2001-006 12/20/2001 | RATES | FRINGES |
|---|---|---|
| BOILERMAKER | $18.81 | $** |
| TRUCK DRIVERS: TANDEM/SEMI AND WATER | $26.84 | $4.82 |
| CARPENTERS: FORM BUILDING AND SETTING | $19.64 | $2.74 |
| CARPENTERS: ALL OTHER WORK | $18.81 | $3.37 |
| CEMENT MASON/CONCRETE FINISHER | $18.83 | $2.85 |
| IRONWORKER, REINFORCING | $18.81 | $3.90 |
| LABORERS: COMMON | $18.81 | $2.92 |
| LABORERS: FLAGGER | $18.81 | $3.80 |
| LABORERS: LANDSCAPE | $18.81 | $3.21 |
| PAINTERS: BRUSH, ROLLER & SPRAY | $18.81 | $3.26 |
| POWER EQUIPMENT OPERATORS: BACKHOE | $18.81 | $2.48 |
| POWER EQUIPMENT OPERATORS: FRONT END LOADER | $18.81 | $3.23 |
| POWER EQUIPMENT OPERATORS: SKID LOADER | $18.81 | $4.41 |

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

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



## Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

| Classification | | Base | Fringe |
|---|---|---|---|
| Laborer | Group 1 | $18.81 | $8.27 |
| | Group 2 | $21.59 | $8.61 |
| Laborer (Common) | | $18.81 | $2.92 |
| Laborer (Flagger) | | $18.81 | $3.80 |
| Laborer (Landscape) | | $18.81 | $3.21 |
| Laborer (Janitor) | Janitor/Yardmen | $18.81 | $8.22 |
| Laborer (Asbestos) | Removal of Asbestos | $21.03 | $8.55 |
| Laborer (Tunnel) | Group 1 | $18.81 | $8.30 |
| | Group 2 | $18.81 | $8.31 |
| | Group 3 | $19.73 | $8.42 |
| | Group 4 | $21.59 | $8.61 |
| | Group 5 | $19.68 | $8.42 |
| Millwright | | $28.00 | $10.00 |
| Power Equipment Operator | Group 1 | $22.97 | $10.60 |
| | Group 2 | $23.32 | $10.63 |
| | Group 3 | $23.67 | $10.67 |
| | Group 4 | $23.82 | $10.68 |
| | Group 5 | $23.97 | $10.70 |
| | Group 6 | $24.12 | $10.71 |
| | Group 7 | $24.88 | $10.79 |
| Power Equipment Operator (Tunnels above and below ground, shafts and raises): | Group 1 | $25.12 | $10.81 |
| | Group 2 | $25.47 | $10.85 |
| | Group 3 | $25.57 | $10.86 |
| | Group 4 | $25.82 | $10.88 |
| | Group 5 | $25.97 | $10.90 |
| | Group 6 | $26.12 | $10.91 |
| | Group 7 | $26.37 | $10.94 |
| Truck Driver | Group 1 | $18.81 | $10.00 |
| | Group 2 | $19.14 | $10.07 |
| | Group 3 | $19.48 | $10.11 |
| | Group 4 | $20.01 | $10.16 |
| | Group 5 | $20.66 | $10.23 |
| | Group 6 | $21.46 | $10.31 |

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

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



# City and County of Denver

TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

## 2025 Highway General Wage Decision

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator
**DATE:** January 2, 2025
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, Friday, January 10, 2025, and applies to the City and County of Denver for **HIGHWAY 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. CO 20250009

Superseded General Decision No. CO 20230009
Modification No. 0
Publication Date: 01/2/2025
(7 pages)

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

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under $18.81 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of $18.81 for all apprentice classifications as base rate. Fringes will be added into the base rate amount.**

**General Decision Number:** CO20250009 01/02/2025

**Superseded General Decision Number:** CO20240009

**State:** Colorado

**Construction Type:** Highway

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



**Counties:** Denver and Douglas Counties in Colorado.

## HIGHWAY CONSTRUCTION PROJECTS

**Note:** Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 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 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

| Modification number | Publication date |
|---|---|
| 0 | 01/03/2025 |

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| CARP9901-008 05/01/2024 | RATES | FRINGES |
|---|---|---|
| **CARPENTER** (Form Work Only) | $33.11 | $12.17 |

ELEC0068-016 03/01/2011

| | RATES | FRINGES |
|---|---|---|
| **TRAFFIC SIGNAL INTALLATION** | | |
| 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 05/01/2024 | 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.) | $35.03 | $15.20 |
| **(3)-LOADER** (Under 6 Cu. Yd.) Denver County | $35.03 | $15.20 |
| **(3)-MOTOR GRADER** (Blade-Rough) Douglas County | $33.19 | $15.20 |
| **(4)-CRANE** (50 Tons And Under), **SCRAPER** (Single Bowl, Under 40 Cu. Yd) | $35.78 | $15.20 |
| **(4)-LOADER** (Over 6 Cu. Yd) Denver County | $35.20 | $15.20 |
| **(5)-DRILL RIG CAISSON** (Watson 2500 Similar Or Larger), **CRANE** (51-90 Tons), **SCRAPER** (40 Cu. Yd and Over) | $35.41 | $15.20 |
| **(5)-MOTOR GRADER** (Blade-Finish) Douglas County | $35.58 | $15.20 |
| **(6)-CRANE** (91-140 Tons) | $35.28 | $15.20 |

| SUCO2011-004 09/15/2011 | RATES | FRINGES |
|---|---|---|
| CARPENTER (excludes form work) | $19.27 | $5.08 |

| CEMENT MASON/CONCRETE FINISHER | RATES | FRINGES |
|---|---|---|
| DENVER COUNTY | $20.18 | $5.75 |
| DOUGLAS COUNTY | $18.75 | $3.00 |

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| ELECTRICIAN | RATES | FRINGES |
|---|---|---|
| (Excludes Traffic Signal Installation) | $35.13 | $6.83 |

| FENCE ERECTOR | RATES | FRINGES |
|---|---|---|
| (Excludes Link/cyclone Fence Erection) | $18.94 | $3.20 |

| GUARDRAIL INSTALLER | RATES | FRINGES |
|---|---|---|
| **GUARDRAIL INSTALLER** | $18.81 | $3.20 |

| HIGHWAY/PARKING LOT STRIPING | RATES | FRINGES |
|---|---|---|
| Painter Denver | $18.81 | $3.21 |
| Painter Douglas | $13.89 | $3.21 |

| IRONWORKER, REINFORCING | RATES | FRINGES |
|---|---|---|
| (Excludes Guardrail Installation) | $55.25 | $3.65 |

| IRONWORKER, STRUCTURAL/ORNAMENTAL | RATES | FRINGES |
|---|---|---|
| (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation) | $37.23 | $12.79 |

| LABORER | RATES | FRINGES |
|---|---|---|
| ASPHALT RAKER | $18.81 | $4.25 |
| ASPHALT SHOVELER | $21.21 | $4.25 |
| ASPHALT SPREADER | $19.10 | $4.65 |
| COMMON OR GENERAL (Denver County) | $19.30 | $6.77 |
| COMMON OR GENERAL (Douglas County) | $16.29 | $4.25 |
| CONCRETE SAW (Handheld) | $18.81 | $6.14 |
| LANDSCAPE AND IRRIGATION | $18.81 | $3.16 |
| MASON TENDER – CEMENT/CONCRETE (Denver County) | $18.81 | $4.04 |
| MASON TENDER – CEMENT/CONCRETE (Douglas County) | $16.29 | $4.25 |
| PIPELAYER (Denver County) | $18.81 | $2.41 |
| PIPELAYER (Douglas County) | $16.30 | $2.18 |
| TRAFFIC CONTROL (Flagger) | $18.81 | $3.05 |
| TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers) | $21.69 | $3.22 |

| PAINTER | RATES | FRINGES |
|---|---|---|
| (Spray Only) | $18.81 | $2.87 |

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| POWER EQUIPMENT OPERATOR | RATES | FRINGES |
|---|---|---|
| ASPHALT LAYDOWN (Denver County) | $22.67 | $8.72 |
| ASPHALT LAYDOWN (Douglas County) | $23.67 | $8.47 |
| ASPHALT PAVER (Denver County) | $24.97 | $6.13 |
| ASPHALT PAVER (Douglas County) | $25.44 | $3.50 |
| ASPHALT ROLLER (Denver County) | $23.13 | $7.55 |
| ASPHALT ROLLER (Douglas County) | $23.63 | $6.43 |
| ASPHALT SPREADER | $22.67 | $8.72 |
| BACKHOE/TRACKHOE (Douglas County) | $23.82 | $6.00 |
| BOBCAT/SKID LOADER | $18.81** | $4.28 |
| BOOM | $22.67 | $8.72 |
| BROOM/SWEEPER (Denver County) | $22.47 | $8.72 |
| BROOM/SWEEPER (Douglas County) | $22.96 | $8.22 |
| BULLDOZER | $26.90 | $5.59 |
| CONCRETE PUMP | $21.60 | $5.21 |
| Drill (Denver County) | $20.48 | $4.71 |
| Drill (Douglas County) | $20.71 | $2.66 |
| FORKLIFT | $18.81** | $4.68 |
| GRADER/BLADE (Denver County) | $22.67 | $8.72 |
| GUARDRAIL/POST DRIVER | $18.81** | $4.41 |
| LOADER (Front End) (Douglas County) | $21.67 | $8.22 |
| MECHANIC (Denver County) | $22.89 | $8.72 |
| MECHANIC (Douglas County) | $23.88 | $8.22 |
| OILER (Denver County) | $23.73 | $8.41 |
| OILER (Douglas County) | $24.90 | $7.67 |
| ROLLER/COMPACTOR (Dirt and Grade Compaction) (Denver County) | $20.30 | $5.51 |
| ROLLER/COMPACTOR (Dirt and Grade Compaction) (Douglas County) | $22.78 | $4.86 |
| ROTOMILL | $18.81** | $4.41 |
| SCREED (Denver County) | $22.67 | $8.38 |
| SCREED (Douglas County) | $29.99 | $1.40 |
| TRACTOR | $18.81 | $2.95 |

| TRAFFIC SIGNALIZATION | RATES | FRINGES |
|---|---|---|
| GROUNDSMAN (Denver County) | $18.81 | $3.41 |
| GRONDSMAN (Douglas County) | $18.67 | $7.17 |

| TRUCK DRIVER | RATES | FRINGES |
|---|---|---|
| DISTRIBUTOR (Denver County) | $19.12 | $5.82 |
| DISTRIBUTOR (Douglas County) | $16.98** | $5.27 |
| DUMP TRUCK (Denver County) | $18.81 | $5.27 |
| DUMP TRUCK (Douglas County) | $16.39 | $5.27 |
| LOWBOY TRUCK | $18.81 | $5.27 |
| MECHANIC | $26.48 | $3.50 |

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| | | |
|---|---|---|
| MULTI-PURPSE SPECIALITY & HOISTING TRUCK (Denver County) | $18.81 | $3.17 |
| MUTLI-PURPOSE SPECIALITY & HOISTING TRUCK (Douglas County) | $20.05 | $2.88 |
| PICK UP AND PILOT CAR (Denver County) | $18.81** | $3.77 |
| PICK UP AND PILOT CAR (Douglas County) | $16.43** | $3.68 |
| SEMI/TRAILER TRUCK | $18.91 | $4.13 |
| TRUCK MOUNTED ATTENUATOR | $18.81 | $3.22 |
| WATER TRUCK (Denver County) | $26.27 | $5.27 |
| WATER TRUCK (Douglas County) | $19.46 | $2.58 |

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

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## Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

| Classification | | Base | Fringe |
|---|---|---|---|
| Guard Rail Installer | | $18.81 | $3.20 |
| Highway Parking Lot Striping: Painter | | $18.81 | $3.21 |
| Laborer | Removal of Asbestos | $21.03 | $8.55 |
| Laborer (Landscape & Irrigation) | | $18.81 | $3.16 |
| 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 | $18.81 | $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 | | $18.81 | $3.22 |

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

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**XIV. ATTACHMENT 9, TASK ORDER PROPOSALS AND EXECUTION PROCESS**

# TASK ORDER PROPOSALS & EXECUTION PROCESS

The task order proposals and execution process 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.

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Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# TASK ORDER PROPOSALS AND EXECUTION PROCESS

Office of Primary Responsibility: Design Engineering and Construction – Project Delivery
Supersedes: TASK ORDER PROPOSALS AND EXECUTION PROCESS, FEBRUARY 2025, REV 1
Certified by: Senior Director, Project Delivery

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# DEFINITIONS

**CCD** – *City and County of Denver*, the local governing body for the City of Denver and Denver International Airport.

**DEC** – *Design, Engineering and Construction*, the division within DEN responsible for managing design and construction activities.

**DEN** – *Denver International Airport*, the owner and operator of the facilities referenced in the document.

**FAA** – *Federal Aviation Administration*, the U.S. agency responsible for regulating civil aviation and overseeing airport operations and security standards.

**NTP** – *Notice to Proceed*, the written authorization issued by DEN allowing a Consultant or Contractor to begin work under a specific Task Order.

**PMIS** – *Project Management Information System*, a platform used for tracking, documenting, and reporting construction progress and compliance at DEN.

**RFP** – *Request for Proposal*, a formal document issued by DEN soliciting proposals from Consultants or Contractors for specific scopes of work.

**SVP** – *Senior Vice President*, referring to the SVP of Design, Engineering and Construction (DEC) at DEN.

**TNP** – *Task Notice for Proposal*, a document issued by DEN requesting a proposal for construction services under a Task Order.

**Task Order** – A specific scope of work issued under an on-call professional services or construction contract, which includes detailed project requirements, schedule, and compensation terms.

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# INTRODUCTION

## THE FACILITY DESCRIPTION

The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities. DEN also consists of Runways, Taxiways, roadways and terminal apron complexes that support aviation and transportation operations at the Airport.

## TASK ORDER OVERVIEW

The Airport maintains on-call professional service and construction contracts to provide various construction work on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems and may involve various disciplines depending on the scope of the contract, including structural; mechanical; electrical; plumbing; life safety; fire alarm; fire protection; controls and automation; telecommunications; interior finishes; demolition; site surveying; site preparation, and materials testing. Conducting this construction work may include pre-construction planning; scheduling; cost estimating; permitting; mobilization; self-performance of work; subcontractor management; site supervision; quality control planning and management; safety planning and management; coordination with DEN stakeholders; participation in construction update meetings; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the design phase of a project by providing pre-construction services.

Should a Task Order scope of work require a discipline that is not currently represented on the Consultant or Contractor's team, the Consultant or Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Consultant or Contractor will identify a specialty sub consultant or subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

The term "Task Order" when it is used in this Agreement includes all of the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President (SVP) of Design, Engineering and Construction (DEC) or the designated DEN representative.

## TASK ORDER REQUEST FOR PROPOSAL

For each Task Order scope of work issued, the City will review the fee proposal and Task Order schedule. The Consultant or Contractor will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed. In the event of approval of the Consultant's fees and schedule, the

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Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of DEC or the designated DEN representative.

## LUMP SUM VERSUS TIME AND MATERIAL PROPOSALS

Task Notice of Proposals will indicate whether DEN is requesting a Lump Sum proposal or a Time & Materials proposal for requested services.

1. Lump Sum Proposal - The written proposal will be related to levels of effort and a clear scope of work .
    a. For construction tasks, a General Contractor Task Order Pricing Request Worksheet will be required to be submitted along with the Lump Sum Proposal
2. Time and Materials Proposal - The written proposal will be related to projected hours and associated costs related to delivering the scope of work as needed.
    a. For construction tasks, a Time and Materials Proposal will be required to be submitted along with a General Contractor Task Order Pricing Request Worksheet.
    b. For professional service tasks, a Time and Materials Proposal will be required to be submitted along with a Professional Service Task Order Fee Proposal Worksheet that includes fully burdened rates, accepted at the most current Core Staff Rates Exhibit.

# CONSULTANT'S ACTIVITIES

## CONSULTANT SERVICES

The Consultant, as deemed necessary by the SVP of DEC or the designated DEN representative, will be required to provide professional services for specific task scopes of work. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria, Digital Facilities and Infrastructure, Structural, Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement. Specific task scopes of work are referenced, which will be issued with a Task Order Request for Proposals.

## TASK ORDER SCOPE OF WORK

The SVP of DEC or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal for each specific Task Order. If the work will produce a product used for construction, the City may also issue a construction budget. The Consultant will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposals are not guaranteed to result in an executed Task Order.

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The Consultant shall provide a fee proposal that includes the following:

1. A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
2. Time and Material Proposals only - a completed Fee Proposal Spreadsheet broken down by personnel pay classifications, agreed hourly billing rates, schedule and hours necessary to complete the Task Order scope of work.
3. Lump Sum Proposals – a breakdown of schedule milestones indicated on the proposal form and project deliverables and amount to be billed at each milestone.
4. A schedule identifying all phases of scope of work.
5. Identification of time and material, not to exceed fee.

Fees for proposal preparation will not be reimbursed.

## CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

The Consultant may choose to replace a project manager, pending City approval, with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its project manager.

## DILIGENCE

The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of DEC or the designated DEN representative.

## COOPERATION

The Consultant will fully cooperate and coordinate with other Consultants and approved DEN contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's Task Order scope of work. The Consultant's fee proposal for each Task Order will include coordination with consultants that have current projects and future DEN projects that are identified at the time that the Consultant is preparing a fee proposal.

# CONSULTANT TASK ORDER EXECUTION

## TASK ORDER NOTICE TO PROCEED

Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed Notice to Proceed. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal

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and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.

Change Request: Changes to the scope of work initiated by the Consultant will be issued to the SVP of DEC or the designated DEN representative. Initiation of this request does not guarantee work request acceptance. Approval of the Change Request will only be received by the Consultant through an executed Additional Services Authorization amendment. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

## ADDITIONAL SERVICES

Changes to the scope of work initiated by the SVP of DEC or the designated DEN representative will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.

Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see formPS-05), or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a time and materials, not to exceed fee proposal that includes the following:

1. A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
2. A completed Task Order {Agreement title} Proposal Spreadsheet broken down by personnel pay classifications, agreed hourly billing rates, schedule, and hours necessary to complete the additional scope of work.
3. A revised schedule identifying all phases of scope of work with DEN reviews.

Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

## TASK ORDER CLOSEOUT

Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the SVP of DEC or the designated DEN representative.

Task Order Closeout Documents: Professional Services Affidavit of Completion Letter and Final Statement of Accounting.

Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services is submitted.

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# CONTRACTOR'S ACTIVITIES

## CONTRACTOR SERVICES

The Contractor, as deemed necessary by the SVP of DEC or the designated DEN representative, will be required to provide construction activities for specific task scopes of work. The Contractor must be a licensed general contractor in the State of Colorado and City and County of Denver. The Contractor's work performance requirements are detailed in, and its activities will comply with, the Agreement, the Denver Standard Specifications for Construction General Contract Conditions (referred to here as the General Conditions) and any other applicable Federal, state, and local Executive Orders, rules, regulations, or standards as specified in the Task Order.

Specific activities, which will be issued with a Task Notice for Proposal (TNP), may include but are not limited to the following:

1. Pre-construction services and/or planning
2. Scheduling/Cost estimating
3. Permitting
4. Mobilization
5. Self-performance of work/Subcontractor management
6. Site supervision
7. Quality control planning and management
8. Safety planning and management
9. Coordination with DEN stakeholders
10. Participation in construction update meetings
11. Commission/Acceptance
12. Closeout activities

## TASK ORDER IDENTIFICATION

The SVP of DEC, or the designated DEN representative, will issue to the Contractor, either via electronic delivery or hard copy, a Request for Proposal (RFP) or Task Notice for Proposal (TNP) for each specific Task Order. The Contractor will prepare and submit a proposal in the format specified in the RFP/TNP within 14 days of receipt of the signed RFP/TNP unless an alternate delivery duration is defined by the DEN. The RFP/TNPs may not always result in an executed Task Order.

Unless otherwise specified the RPF/TNP, the standard proposal method by the Contractor shall include the following as part of the comprehensive proposal:

1. Identification of a lump sum not-to-exceed Task Order value. The lump sum will be reflected in the schedule of values submitted after NTP.

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2. A schedule incorporating the method of delivery, the full scope of work and sequencing which will then be baselined for performance assessment and payment applications.
3. A narrative of the understanding of the requested Task Order scope including all assumptions, exclusions, constraints, sequencing, method of delivery, expenses, and breakdown of scope of work performed by prime contractor and all subcontractors.

DEN may require the Contractor to submit a proposal using other methods or with additional requirements as specified within the RFP/TNP.

DEN may issue the same TNP to multiple on-call contractors to compete the work among multiple companies. Any competitively bid Task Orders shall follow all proposal requirements as listed above.

The Contractor will be provided the specifications and criteria for the execution of each assigned Task Order(s). Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.

With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining work. In the event the completion date for a particular Task Order extends beyond the Expiration Date and the Agreement is thereby extended, the Task Orders still being performed shall be performed on the previously-issued terms and Contractor shall not be entitled to any modifications to the unit prices or other amounts except those required by Prevailing Wage law, approved hourly rate increases pursuant to the Agreement, or any additional compensation for extended overhead or added costs.

## CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

The Contractor will assign a lead project manager to this Agreement who has experience and knowledge of construction industry standards. The project manager will be the contact person in dealing with the City on matters concerning this Agreement and will have the full authority to act for the Contractor's organization and at the direction of the SVP of DEC or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Contractor, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.

Should the City request the removal of a project manager, the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of DEC or the designated DEN representative.

The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project

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manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of DEC or the designated DEN representative.

If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of DEC or the designated DEN representative. The hourly rate for the new project manager shall be approved by DEC, and it will not exceed the rate for the outgoing project manager. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Contractor or its project manager.

### DILIGENCE

The Contractor will perform the work defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of DEC or the designated DEN representative. The Contractor shall submit status update report of the project per Task Order at any time requested by the DEN Project Manager.

## CONSTRUCTION TASK ORDER EXECUTION

### PRE-NTP MEETING

Individual pre-construction meetings will be held at the City's discretion on each issued Task Order prior to the issuance of each Notice to Proceed (NTP) with that Task Order.

### TASK ORDER NOTICE TO PROCEED (NTP)

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

Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. This written notification will come in the form of a NTP letter. The Contractor will not be authorized to proceed with the work described in this Agreement, including a particular TNP and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Contractor that the work is to be performed.

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Kick-off meeting: Following written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing requirements, and establish required meetings dates. The City will provide bi-weekly training for the PMIS to Contractors as necessary.

Schedules: In accordance with the specifications, following the kick-off meeting, the Contractor shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

## CONSTRUCTION

Required Documentation: Unless specifically identified in the TNP, the Contractor will abide by DEC's reporting requirements and technical specifications for cost, schedule and change management.

Submittals: Following receipt of the executed Task Order and NTP letter, the Contractor will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, and change requests. All submittals shall include forms as directed by the Project Manager.

## TASK ORDER CLOSEOUT

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

In accordance with the Special Conditions and General Specifications, the following tasks are a part of the timely closeout process and are required to complete the Task Order:

1. Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
2. Task Order Closeout Checklist: The Contractor will work with the Project Manager to address all items on the Closeout Checklist.
3. Task Order Final Payment: Final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Conditions 910.

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# MISCELLANEOUS REQUIREMENTS

## AIRPORT SECURITY REQUIREMENTS

Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

## EXISTING FACILITY INFORMATION

City Supplied Documents: As tasks are defined, DEN may make available, documents when they exist, related to that specific Task Order scope of work. These documents, when provided for a Task Order scope of work, will be considered by the Contractor as 'For Information Only' and will not represent any guarantee of existing conditions. The Contractor maintains the responsibility to their own due diligence in assessing existing conditions to the degree that they may accurately present a proposal with all stated inclusions and exclusions as required by the General Conditions. These documents include items such as:

1. Electronic files of Construction Drawings (Task Order Specific)
2. Available BIM files for areas of work (Task Order Specific)
3. Electronic copies of available Technical Specifications (Task Order Specific)
4. 3-D Scans of spaces (Task Order Specific)

## OWNERSHIP OF PLANS AND DOCUMENTS

Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.

As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its

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subconsultants while performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

## REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

1. Fee Proposal Spreadsheet
2. Task Order Request for Proposal
3. Request for Proposal for Additional Services
4. Additional Services Authorization (for Design)
5. Final Lien Release – Professional Services
6. Professional Services Affidavit of Completion Letter
7. Final Statement of Accounting
8. Standard On-Call Cost Proposal Form
9. Daily Quality Control Inspector Report
10. Daily DEN Time and Materials Report
11. Request for Substitution
12. Request for Information
13. Final Pay Application
14. Checklist Certificate of Substantial Completion
15. Certificate of Final Completion and Acceptance of Work
16. Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist
17. Task Notice for Proposal (TNP) Closeout Checklist
18. Shutdown Request Form

# END OF EXHIBIT

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## XV. ATTACHMENT 10, COMPENSATION MANUAL & GUIDELINES

# COMPENSATION MANUAL & GUIDELINES

The compensation manual and guidelines 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.

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Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# CONSTRUCTION COMPENSATION PROCESS

Office of Primary Responsibility: Design Engineering and Construction – Project Delivery
Supersedes: COMPENSATION MANUAL & GUIDELINES, February 2025, REV 2
Certified by: Senior Director, Project Delivery

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## DEFINITIONS

**B2G** – *Business-to-Government* system used by the City for contract and subcontractor management, including reporting of subcontractor payments.

**CCD** – *City and County of Denver**, the municipal government entity overseeing Denver International Airport and related public works.

**C.R.S.** – *Colorado Revised Statutes*, the codified general laws of the State of Colorado.

**DEN** – *Denver International Airport*, the owner and managing entity for airport construction and operations.

**DSBO** – *Division of Small Business Opportunity*, a division of DEN that oversees small business participation, including MBE/WBE compliance.

**GMP** – Guaranteed Maximum Price, a type of contract where the contractor is compensated for actual costs incurred plus a fee, subject to a maximum price.

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**MWBE** – *Minority or Women-Owned Business Enterprise*, a business that is at least 51% owned and operated by individuals from minority groups or women, as certified by the City or a recognized certifying agency.

**NTE** – *Not-to-Exceed*, a contractual cost ceiling that cannot be exceeded without written authorization.

**OPR** – *Office of Primary Responsibility*, in this document, Design Engineering and Construction – Project Delivery.

**PM** – *Project Manager*, the individual designated by DEN to manage and oversee the execution of the project.

**T&M** – *Time and Materials*, a type of contract under which payment is based on actual time worked and materials used.

# GENERAL GUIDELINES

## PAYMENT PROCEDURE

In accordance with General Contract Condition 902.3, it is amended by the addition of the following:

1. Where applicable, with respect to any Task Order issued hereunder, progress payments for the performance of any Work shall be based on completed Work estimates and shall be subject to the following requirements:
    a. The Contractor shall submit a complete and separate application for payment for the Work estimates under each Task Order performed during the specified billing period.
    b. Each submission of payment shall specify the percentage of the Work completed. This percentage shall be certified by the Contractor's Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate.
    c. Each estimate of Work completed shall also specifically identify those MBE/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article VII, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, as applicable.
    d. Each estimate of Work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts, accompanied by either duplicate sets of verified Contractor's Certifications of Payment or by verified Partial Release of Contractor forms from each subcontractor and supplier. Each estimate of Work completed shall also be accompanied by the following:
        i. A written Schedule of Values, which sets out the quantities and costs for the Project; and
        ii. The Contractor's Project Engineer/Manager's, or Consulting Architect or Engineer, as applicable, estimated statement of the percentage of Work completed for each line

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item of cost for which the City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.

e. The estimate of the percentage of Work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated, that the quality of the Work covered by the estimate is in accordance with the Contract or Task Order Documents, that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of Work completed prior to any acceptance by the City.

2. The Contractor warrants that:
   a. Title to Work covered by an estimate of Work completed will pass to the City by incorporation into the completed Work;
      i. Work covered by previous estimates of Work completed is free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens," except for any interest created by retainage; and
      ii. No Work covered by an estimate of Work completed will have been acquired by the Contractor or any other person or entity performing Work at the work site or furnishing materials or equipment for the Project, and no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
      iii. Approval of an estimate of Work completed or actual payment shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
   b. The final submission for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier.
   c. Receipt of Contractor's Certifications of Payment forms by the City hereunder shall not act to impair the City's obligations imposed by Colorado Revised Statutes ("C.R.S.") § 38-26-107 or successor statute.

## PAYMENTS TO CONTRACTORS

To the fullest possible within the financial payment system, the City shall be entitled to all non-confidential records, reports, data, and other information related to the Project that is available to the Contractor through the financial payment system, including but not limited to information related to Contractor and subcontractor billings. To that end, the Contractor shall activate any available settings within the financial payment system that are necessary to grant the City access to such non-confidential information related

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to the Contract or Task Order and the Project. Payment applications shall be based on the Contract or Task Order Unit Prices or the approved Schedule of Values described in GC 903.1.

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

1. Agency/Firm
2. DEN Division CA
3. DEN Division PM
4. DEN Division Supervisor
5. DEN Division Director
6. DEN Division CA
7. CCD Denver Prevailing Wage
8. DEN DSBO

### PAYMENTS TO SUBCONTRACTOR AND SUBCONTRACTOR RELEASES

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

# FEE SPECIFIC GUIDELINES

## UNIT PRICE

### PAY APPLICATION REQUIREMENTS

Quantity Measurement and Verification: Quantities included on a pay application shall have been measured and verified by a mutually agreed-upon independent surveyor, inspector, or through joint measurement by the City and the Contractor.

Each Unit Price Pay Application shall include the following:

1. Detailed Breakdown: A detailed breakdown of quantities of Work performed, including the units of measure and unit prices as specified in the Contract or Task Order.
2. Supporting Documentation: Copies of measurement records, delivery tickets, and other documents that substantiate the quantities and unit prices listed in the application.
3. Quantity Calculations: Documentation supporting the calculated quantities of Work performed, including any adjustments due to field conditions or changes in scope.

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4. Change Orders: Documentation of any approved Change Orders that impact unit prices or quantities, with a detailed account of their effect on the total payment.
5. Subcontractor Costs: Detailed breakdowns and supporting documentation for all subcontracted work, including quantities and unit prices.

Quantity Measurement and Verification: The quantities of completed work items shall be measured and verified in accordance with industry standards and accepted engineering practices. The City reserves the right to conduct inspections and certifications as necessary to ensure the accuracy of quantity measurements.

Payment for Mobilization and Demobilization: Mobilization and demobilization costs may be included as separate unit price items or incorporated into the unit prices for specific work items. The method of payment shall be specified in the Contract or Task Order.

## TIME AND MATERIALS (T&M)

### PAY APPLICATION REQUIREMENTS

Not-to-exceed Limits: For specific work items or phases, the Contract or Task Order documents may establish not-to-exceed limits on the total costs. The Contractor shall not exceed these limits without prior written approval from the City.

Detailed Time Tracking: The Contractor shall maintain detailed time records for all labor costs, including the date, employee name, task definition, and hours worked. These records shall be made available for City review upon request.

Materials Tracking: The Contractor shall maintain detailed records for all materials costs, including the date, material name, task definition, and applicable taxes. These records shall be made available for City review upon request.

Each T&M Pay Application shall include the following:

1. Detailed Invoice: A detailed breakdown of labor hours, material costs, equipment usage, and any other direct costs, including the rates and quantities as specified in the Contract or Task Order.
2. Supporting Documentation: Copies of invoices, receipts, and other documents that substantiate the costs listed in the pay application. Supporting documentation must include detailed invoices, proof of payment, and lien waivers for all subcontracted work.
3. Labor Costs: Document labor hours, including employee names, classifications, hourly rates, and total labor costs.
4. Material Costs: Invoices or receipts for all materials used in the Work, including delivery and handling charges.
5. Equipment Costs: Records of equipment usage, including hours of operation, rental rates, standby rates, and total equipment costs.

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6. Subcontractor Costs: Detailed breakdowns and supporting documentation for all subcontracted work, including labor, materials, and equipment costs. Subcontractor costs must include detailed invoices, proof of payment, and lien waivers for all subcontracted work.

Allowable Costs: Reimbursable costs shall be limited to those costs that are directly attributable to the performance of the Work and that are reasonable, necessary, and allowable. Allowable costs shall include, but not be limited to:

1. Direct costs: Labor, materials, equipment, and other costs directly incurred in the performance of the Work.

Labor Rates: The hourly rates for different labor classifications shall be specified in the Contract or Task Order. These rates shall include any applicable and approved overtime or premium pay.

Material Costs: The Contractor shall provide detailed documentation to support all material cost reimbursements. Such documentation shall include, but not be limited to:

1. Invoices
2. Receipts
3. Material requisitions

Equipment Costs: The rates for equipment usage shall be specified in the Contract or Task Order. These rates shall include rental rates or ownership costs, as well as any applicable taxes, fuel, or maintenance charges.

Markup: A markup percentage shall be applied to the actual costs to cover overhead and profit. The markup percentage shall be specified in the Contract or Task Order.

Maximum Reimbursable Costs: If applicable, the maximum reimbursable costs shall be specified in the Contract or Task Order. The Contractor shall be responsible for managing costs within the established limits.

Cost Documentation: The Contractor shall submit detailed and accurate documentation to support all cost reimbursement requests. Such documentation shall include, but not be limited to:

1. Timesheets
2. Equipment usage records
3. Material cost documentation
4. Other relevant supporting materials

# OTHER GUIDELINES

Costs for all Pay Applications that are not reimbursable shall include, but not be limited to:

1. Unreasonable or excessive costs.

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2. Costs incurred prior to the effective date of the Contract or Task Order.
3. Costs incurred for work that is not authorized under the Contract or Task Order.
4. Costs that are duplicated or otherwise are not necessary for the performance of the Work.

Cost Control and Reporting: The Contractor shall be responsible for implementing and maintaining effective cost-control measures. The Contractor shall submit regular cost reports to the City, including projections of future costs and any potential cost overruns. The Contractor shall submit monthly cost reports detailing all expenditures to date, including a breakdown of direct and indirect costs. The City reserves the right to conduct periodic project accounting reviews to verify the accuracy of the reported costs and ensure compliance with the contract terms.

Daily Reports: The Contractor shall provide detailed daily reports documenting labor hours, materials used, and equipment utilized. These reports should be used to facilitate accurate billing and cost tracking.

Audit Rights: The City shall have the right to audit the Contractor's cost records and accounting procedures at any time during the performance of the Contract or Task Order. The Contractor shall provide the City with full access to all relevant documentation.

# END OF EXHIBIT

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## XVI. ATTACHMENT 11, CONTRACTOR PERFORMANCE REVIEW PROCESS

# CONTRACTOR PERFORMANCE REVIEW PROCESS

The contractor performance review process 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.

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Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# CONTRACTOR PERFORMANCE REVIEW PROCESS

OPR: Design Engineering and Construction – Project Delivery
Supersedes: None
Certified by: Senior Director, Project Delivery

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## DEFINITIONS

**City:** See Title 1 of the Standard Specifications for Construction General Contract Conditions, 2011 Edition.

**Contractor:** See Title 1 of the Standard Specifications for Construction General Contract Conditions, 2011 Edition.

**DEN (Denver International Airport):** The owner and operating authority of airport facilities, represented by the Department of Aviation, including its Design, Engineering, and Construction Division.

**Performance Evaluation:** A formal process conducted by DEN to assess a Contractor's performance based on established criteria, including quality, safety, timeliness, communication, and regulatory compliance.

**Review:** The City's formal assessment of the Contractor's performance, which may result in feedback, corrective actions, or consequences depending on the outcome.

**Subcontractor:** See Title 1 of the Standard Specifications for Construction General Contract Conditions, 2011 Edition.

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**Corrective Action Plan:** A documented plan submitted by the Contractor in response to unsatisfactory performance findings, detailing steps to address deficiencies and improve outcomes.

**Contractor Prequalification Board:** A board within the City and County of Denver responsible for evaluating contractor qualifications for future work. Contractor performance review records may be referred to this board.

# INTRODUCTION

The City and County of Denver's Department of Aviation (DEN) has initiated a contractor performance review process for the General Construction Contracts. DEN's Design, Engineering, and Construction division will evaluate and record the contractor's overall performance to determine whether the contractor is fulfilling its obligations on the current contract and to assess the contractor's suitability to perform future GC-related work for DEN.

# CONTRACTOR PERFORMANCE REVIEWS

## PERFORMANCE EVALUATION

The City will periodically conduct performance reviews of the Contractor throughout the contract term. The reviews will assess the Contractor's adherence to the criteria for evaluation as deemed relevant by the City.

## CRITERIA FOR EVALUATION

Performance evaluations will be based on, but not limited to (in no particular order), the following factors:

1. Timeliness, completeness, and accuracy of work.
2. Quality of materials, equipment, and craftsmanship.
3. Compliance with safety regulations and best practices.
4. Responsiveness and communication with the City and any relevant stakeholders.
5. Adherence to the project schedule and budget.
6. Environmental and regulatory compliance.
7. Resolution of any claims, disputes, or corrective actions.
8. Management of Sub-Contractors.

## REVIEW PROCESS

Upon completion of each performance review, the City will provide the Contractor with written feedback detailing areas of performance that meet expectations and areas requiring improvement. The Contractor will have 14 calendar days to respond in writing, acknowledging the feedback and outlining any corrective actions taken or proposed.

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## CONSEQUENCES OF UNSATISFACTORY PERFORMANCE

In the event of consistently unsatisfactory performance, as determined by the City, the Contractor may be subject to one or more of the following actions:

1. Corrective action plan outlining specific steps to address performance issues.
2. Suspension or termination of the contract by the termination provisions of this agreement.
3. Deductions for failure to meet established performance benchmarks, as specified in the contract or task order.
4. Referral of documented performance to the City and County of Denver Contractor Prequalification Board

## FREQUENCY OF REVIEWS

Performance evaluations are generally conducted annually, with a final assessment upon contract closeout. Additional evaluations may be scheduled as deemed necessary.

## RECORDS AND DOCUMENTATION

The City shall maintain records of all performance reviews and any related correspondence, which shall be available to the Contractor upon request. Such records may be used as evidence in any dispute resolution process or in evaluating the Contractor's suitability for future contracts with the City.

# END OF EXHIBIT

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**XVII. ATTACHMENT 12, SPECIAL CONDITIONS**

# SPECIAL CONDITIONS

The special conditions 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.

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# STANDARD SPECIFICATIONS FOR CONSTRUCTION, SPECIAL CONTRACT CONDITIONS

Office of Primary Responsibility: Design Engineering and Construction – Project Delivery Office
Supersedes: STANDARD SPECIFICATIONS FOR CONSTRUCTION, SPECIAL CONTRACT CONDITIONS, FEBRUARY 2025, REV 3
Certified by: Senior Director, Project Delivery

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The City and County of Denver ("City") Construction Contract General Conditions, which constitute a part of the Contract Documents, are outlined in a separately published document entitled "City and County of Denver, Department of Aviation and Department of Public Works, Standard Specifications for Construction, General Contract Conditions," 2011 Edition (informally referred to as the "Yellow Book"). The General Contract Conditions are also available at:

https://www.denvergov.org/content/dam/denvergov/Portals/743/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf.

The following are listed and deemed as "Special Conditions" ("SC") as listed in the terms and definitions of the contract documents, the Standard Specifications for Construction, and General Contract Conditions.

# TITLE 1 DEFINITIONS

## SC-101 CITY

Reserved.

## SC-102 CONTRACT

Reserved.

## SC-103 CONTRACT AMOUNT

Reserved.

## SC-104 CONTRACT DOCUMENTS

.1 [FOR TASK ORDER BASED CONTRACTS] General Condition 104 is hereby amended to include: The City, through DEN, will provide the following Contract Documents to the Contractor in electronic format at no expense to the Contractor:

A. Document(s):

(1) Documents to be listed with each Task Order proposal.

B. Drawings: The City will provide drawings and specifications specific to the work contemplated at the time that the DEN solicits the Contractor's proposal for the work contemplated. Final versions of these drawings and specifications will be provided to the Contractor and incorporated, as applicable, and shall become Contract Documents. Additional copies of the Contract Documents may be furnished to the Contractor at the Contractor's expense. The Contractor shall be responsible for supplying all subcontractors with copies of the Contract Documents at the Contractor's expense.

(1) Drawings to be listed with each Task Order proposal.

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.2 Additional copies of the Contract Documents may be furnished to the Contractor at the Contractor's expense. The Contractor shall be responsible for supplying all subcontractors with copies of the Contract Documents at the Contractor's expense. If Sensitive Security Information ("SSI") is provided to the Contractor, the Contractor shall comply with 49 C.F.R. § 1520 or its successor.

## SC-105 CONTRACT TIME

Reserved.

## SC-106 CONTRACTOR

Reserved.

## SC-107 CONTRACTOR PERSONNEL

Reserved.

## SC-108 DAYS

Reserved.

## SC-109 DEPUTY MANAGER

Reserved.

## SC-110 DESIGNER

.1 [FOR ALL TASK ORDER CONTRACTS] General Condition 110, DESIGNER, is hereby amended to include:

A. Certain Task Orders under this Contract may require the Contractor to include design activities. In this case, the professional service is listed as a subcontractor. It is assumed that the Contractor shall correct any professional liability claims made by the City.

B. The Contractor shall submit reviews of any design in accordance with the Task Order Scope of Work and per the DEN Design Standards Manuals found at this link: https://www.flydenver.com/business-and-community/tenant-information/

## SC-111 FINAL COMPLETION

Reserved.

## SC-112 MANAGER

Reserved.

## SC-113 PRODUCT DATA

Reserved.

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### SC-114 PROJECT

Reserved.

### SC-115 PROJECT MANAGER

Reserved.

### SC-116 SAMPLES

Reserved.

### SC-117 SHOP DRAWINGS

Reserved.

### SC-118 SUBCONTRACTOR

Reserved.

### SC-119 SUBSTANTIAL COMPLETION

Reserved.

### SC-120 SUPPLIER

Reserved.

### SC-121 WORK

.1 [FOR ALL CONTRACTS] General Condition 121, WORK, is hereby amended to include: "The terms "Scope of Work" or "Work" shall be included in the definition of WORK and have the meaning set forth in the Scope of Work and elsewhere in the Contract and Contract Documents."

# TITLE 2 CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY

### SC-201 DEPARTMENT OF AVIATION

.1 [FOR ALL CONTRACTS] The second sentence of General Condition 201, DEPARTMENT OF AVIATION ("DEN" or "Airport"), is amended to read: "The unit responsible for this management and control is the Design, Engineering, and Construction Division ("DEC") under the supervision of the Senior Vice President for the Design, Engineering, and Construction Division.

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## SC-202 MANAGER OF AVIATION

Reserved.

## SC-203 DEPARTMENT OF PUBLIC WORKS

Reserved.

## SC-204 MANAGER OF PUBLIC WORKS

Reserved.

## SC-205 BUILDING INSPECTION

Reserved.

## SC-206 ZONING

Reserved.

## SC-207 DIVISION OF SMALL BUSINESS OPPORTUNITY

Reserved.

## SC-208 CITY AUDITOR

Reserved.

## SC-209 MANAGER OF FINANCE

Reserved.

## SC-210 CITY ATTORNEY

Reserved.

## SC-211 OFFICE OF RISK MANAGEMENT

Reserved.

## SC-212 CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY

.1 [FOR ALL CONTRACTS] In accordance with General Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the City's line of authority for the administration of this Contract is:

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

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B. Executive Vice President – Chief Construction and Infrastructure Officer ("EVP-CCIO"), who reports to the CEO. Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

C. Senior Vice President – Design, Engineering, and Construction f/k/a Airport Infrastructure Management ("SVP-DEC") who reports to the EVP-CCIO. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

D. Senior Director of Project Delivery, who reports to the SVP-DEC. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

E. Director of Infrastructure, who reports to the Senior Director of Project Delivery. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

F. The Project Manager is the City representative with day-to-day administrative responsibility for this Contract and reports to the Director of Facility Design and Construction. All notices, requests, pay applications (pursuant to General Condition 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract.

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

## SC-213 CITY'S COMMUNICATIONS WITH THE CONTRACTOR

Reserved.

# TITLE 3 CONTRACTOR PERFORMANCE AND SERVICES

## SC-301 CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE)

Reserved.

## SC-302 NOTICE TO PROCEED AND COMPLETION OF THE WORK

.1 [FOR TASK ORDER CONTRACTS] General Condition 302, NOTICE TO PROCEED AND COMPLETION OF THE WORK is hereby amended with the following:

A. Initial Contract award is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. The SVP-DEC will issue subsequent Notice to Proceeds ("NTP") authorizing Work and/or mobilization via Task Order(s).

B. Upon issuance of the Task Order NTP, the Contractor is authorized to incur reimbursable costs related to insurance, payment and performance bonds, and other essential activities

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such as security access (vehicular access and personnel badging). Home office overhead, core staff, and other allowable general conditions costs are not authorized under the initial NTP.

C. Core staff and agreed-upon general conditions costs are authorized only once the Work is authorized pursuant to any NTP pursuant to a Task Order issued by the City, and only for the duration stated in the Task Order and NTP.

D. Solicitations for Task Order pricing proposals shall not authorize the Contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation, Task Order negotiation, and change order negotiations shall not be reimbursable. Upon the Substantial Completion of Work under any subsequent NTP, including a subsequent NTP and/or Task Order, whichever is applicable, reimbursement for these general condition costs expires unless otherwise agreed to in writing and authorized by the Project Manager, limited to the sole and only purpose of facilitating Final Completion of the authorized Work. Any costs the Contractor incurs, except for those allowed under the Initial NTP, after substantial completion without written authorization by the Project Manager shall be absorbed by the Contractor and shall be at the Contractor's own risk.

E. If any Milestones are described in the Contract Documents, the Work described for each Milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time.

## SC-303 EXACT CONTRACTOR PERFORMANCE

Reserved.

## SC-304 SUBSTITUTED PERFORMANCE

Reserved.

## SC-305 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS

Reserved.

## SC-306 WORKING HOURS AND SCHEDULE

Reserved.

## SC-307 CONTRACTOR'S SUPERINTENDENT

Reserved.

## SC-308 COMMUNICATIONS

.1 [FOR ALL CONTRACTS] General Condition 308, COMMUNICATIONS, is hereby amended to include:

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A. The Contract or shall be required to use the designated Project Management Information System ("PMIS") as specified by DEN to ensure compliance with project controls, information management, data analysis, and document control requirements. DEN will provide access, licensing, and necessary training for the designated PMIS.
B. The Contractor shall be responsible for providing and maintaining the necessary computer hardware, software, and system environment compatible with the PMIS and project controls requirements. This includes ensuring connectivity, operating system compatibility, and support for required applications.
C. All system requirements and specifications are subject to modification at DEN's sole discretion. The Contractor shall adhere to all project controls, technical specifications, and process guidelines as outlined by DEN.

## SC-309 CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY

Reserved.

## SC-310 COMPETENCE OF CONTRACTOR'S WORK FORCE

Reserved.

## SC-311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT

.1 [FOR ALL CONTRACTS] General Condition 311, NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT, is hereby deleted and replaced with the following: This requirement has been repealed and is no longer applicable.

## SC-312 CONDUCT OF CONTRACTOR'S PERSONNEL

Reserved.

## SC-313 SUGGESTIONS TO CONTRACTOR

Reserved.

## SC-314 WORK FORCE

Reserved.

## SC-315 CONSTRUCTION MACHINES AND STANDBY EQUIPMENT

Reserved.

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## SC-316 CUTTING AND PATCHING THE WORK

Reserved.

## SC-317 PERMITS AND LICENSES

Reserved.

## SC-318 CONSTRUCTION SURVEYS

Reserved.

## SC-319 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS

Reserved.

## SC-320 TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES

Reserved.

## SC-321 PROJECT SIGNS

Reserved.

## SC-322 PUBLICITY AND ADVERTISING

Reserved.

## SC-323 TAXES

Reserved.

## SC-324 DOCUMENTS AND SAMPLES AT THE SITE

Reserved.

## SC-325 CLEANUP DURING CONSTRUCTION

Reserved.

## SC-326 SANITARY FACILITIES

Reserved.

## SC-327 POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES

Reserve.

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# TITLE 4 CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS)

## SC-401 CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION

Reserved.

## SC-402 OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS

Reserved.

## SC-403 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR

.1 [FOR ALL CONTRACTS] General Conditions 403, CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR, is hereby deleted and replaced with the following: Contractor must maintain a digital set of Contract Drawings, Technical Specifications, and digital model of the Work, utilizing Building Information Modeling (BIM) and Virtual Design and Construction (VDC) practices, in the City's Common Data Environment (CDE) and in a format compatible with the City's BIM requirements for the purpose of recording "as-built" conditions in order to develop and maintain a record of the construction of the Work. In this digital set, the contractor shall record daily all changes and deviations to a level of development defined within the City to reflect as-built conditions accurately throughout the construction process. This document shall serve as the primary record of all changes, deviations, and construction progress.

A. Change and Deviation Documentation: The Contractor shall utilize the CDE to document all changes and deviations from Contract Drawings and Technical Specifications, regardless of their perceived significance. This documentation shall include:
   (1) The nature of the change or deviation
   (2) Date of occurrence
   (3) Location within the project area
   (4) Authorization for the change (if applicable)

B. Digital As-Built Delivery: In-progress as-builts shall be delivered at time of Substantial Completion and at any beneficial use or other handover identifying scope of handover and documentation with final as-builts to follow within thirty (30) days of respective turnover. Prior to Final Completion, the Contractor shall deliver a final, comprehensive as-built set and model that accurately reflects the constructed Work. These as-builts shall be in a format compatible with the City's BIM requirements and shall include:
   (1) All model elements and their required associated data

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(2) Records of changes and deviations

### SC-404 REQUESTS FOR INFORMATION OR CLARIFICATION

Reserved.

### SC-405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

.1 [FOR ALL CONTRACTS] In accordance with General Condition 405.7, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, is hereby deleted and replaced with:

A. The Contractor shall submit Shop Drawings, Product Data, Samples, certificates and test results electronically shall be entered in the DEN Common Data Environment defined in SC-403.1.

### SC-406 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Reserved.

## TITLE 5 SUBCONTRACTS

### SC-501 SUBCONTRACTS

.1 [FOR ALL CONTRACTS] In accordance with General Condition 501, no more than eighty-five percent (85%) of the Work may be subcontracted. If it is determined to be in the City's best interest, the SVP-DEC may modify this percentage during the Term of the Contract by prior written authorization.

### SC-502 SUBCONTRACTOR ACCEPTANCE

Reserved.

## TITLE 6 TIME OF COMMENCEMENT AND COMPLETION

### SC-601 BEGINNING, PROGRESS AND TIME OF COMPLETION

.1 [FOR TASK ORDER CONTRACTS] General Condition 601, BEGINNING, PROGRESS AND TIME OF COMPLETION, is hereby amended to include:

A. PERFORMANCE AND COMPLETION OF THE WORK

(1) The specific Work to be performed under this Contract will only be described and authorized when the City issues one or more Task Orders upon reaching an agreement with the Contractor as to the terms applicable to such Work, including but not limited to the scope, cost, and timeline. Markups on overhead, labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with Title 9 of the

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General Conditions. All Task Orders must be processed in accordance with the TASK ORDER AND EXECUTION PROCESS EXHIBIT.

(2) Contractor is not guaranteed nor entitled to the issuance of any Task Orders. RFPs and Task Orders may be issued to one Contractor only or be competitively bid with other On-Call Contractors.

(3) The Contractor shall (a) commence work under any issued Task Order within ten (10) calendar days after the date of the Task Order's NTP, (b) perform the Work diligently, and (c) achieve Substantial Completion of the Work no later than the number of calendar days identified in the Task Order. The time stated for Final Completion shall include final cleanup of the premises or work site.

## SC-602 LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES

.1 [FOR TASK ORDER CONTRACTS] General Condition 602, LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES is hereby amended to include:

A. If the Contractor fails to complete the Work with the time specified in the Task Order, including Milestones identified therein, or if the Contractor causes disruptions to DEN activities or operation as defined in the Contract Documents, the Contractor shall pay the City liquidated damages in the amount noted in the Task Order Solicitation or Request for Proposal per day until substantial completion is achieved. In an instance where damages with a monetary impact are caused to the City, the Contractor shall reimburse the City for actual costs incurred.

B. Within one hundred (100) days after issuance of Substantial Completion, all documentation required by this Contract to achieve Contract Closeout as defined Technical Specifications in the shall be submitted. Failure to submit all required documentation shall result in fees to compensate the City for project management work while the project remains open.

C. Unless specified in a specific Task Order, Liquidated Damages shall be assessed at a rate of $1,000 per day for each day over one hundred (100) days that Contractor does not complete all required tasks and submittals to achieve Final Acceptance pursuant to General Condition 2002.2. If the City imposes and collects Liquidated Damages in any amount for late completion of milestones or other deadlines, the City may decide to not impose and collect late closeout fees pursuant to this Special Condition. The resubmittal of required documents may extend the one hundred (100) day time frame at the DEN Project Manager's discretion. These shall be assessed even if no liquidated damages are provided or paid for late completion.

## SC-603 DELAY DAMAGES

Reserved.

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# TITLE 7 COOPERATION, COORDINATION AND RATE OF PROGRESS

## SC-701 COOPERATION WITH OTHER WORK FORCES

.1 [FOR ALL CONTRACTS] General Condition 701 is amended to include:

A. The Technical Specifications describe the constraints on the physical work site areas. These descriptions are not exhaustive, and the Contractor is required to coordinate its activities and work as may be required to meet Federal Aviation Administration ("FAA") or City requirements while performing the Work at DEN.

B. Without limiting the foregoing, other contracts administered by the City may involve work overlapping or adjoining the Work under this Contract and may be performed concurrently with the Work performed under this Contract. The Contractor is required to coordinate its performance of the Work with all other contractors, parties and stakeholders.

## SC-702 COORDINATION OF THE WORK

.1 [FOR ALL CONTRACTS] General Condition 702 is hereby amended to include:

A. CONSTRUCTION ACCESS

.2 The work site will be identified in the Task Order, and could be throughout airport property, both inside and outside the fenced area of the Air Operations Area (AOA). Access to the work site, including equipment and materials deliveries we be identified in the Task Order. The Contractor shall be responsible for submitting a map detailing the routing of materials and equipment to the DEN jobsite for approval. No equipment or materials are allowed on site without the Project Manager's approval.

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

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

## SC-703 COORDINATION OF PUBLIC CONTACT

.1 [FOR ALL CONTRACTS] General Condition 703 is hereby amended to include:

A. ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL

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(1) The Contractor is responsible for compliance with this Special Condition for any Work performed in or adjacent to parking facilities at the Airport.

(2) "Accessible" parking spaces and access aisles as used mean parking spaces and access aisles that are accessible for and reserved for use by persons with disabilities. These parking spaces and access aisles are designed and built to standards established by federal regulations implementing the Americans with Disabilities Act of 1990 ("ADA") and are marked by signage. "Accessible routes of travel" as used herein means routes through parking facilities which comply with ADA accessibility standards, including degree of slope and absence of obstructions.

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

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

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

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

## SC-704 RATE OF PROGRESS

Reserved.

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# TITLE 8 PROTECTION OF PERSONS AND PROPERTY

## SC-801 SAFETY OF PERSONS

Reserved.

## SC-802 PROTECTIVE DEVICES AND SAFETY PRECAUTIONS

Reserved.

## SC-803 PROTECTION OF PROPERTY AND WORK IN PROGRESS

Reserved.

## SC-804 PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR UTILITY SYSTEMS

Reserved.

## SC-805 PROTECTION OF STREET AND ROAD SYSTEM

Reserved.

## SC-806 PROTECTION OF DRAINAGE WAYS

Reserved.

## SC-807 PROTECTION OF THE ENVIRONMENT

Reserved.

## SC-808 HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES

.1 [FOR ALL CONTRACTS] General Condition 808, HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES, is hereby amended to include:

A. DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

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## SC-809 ARCHEOLOGICAL AND HISTORICAL DISCOVERIES

Reserved.

# TITLE 9 COMPENSATION

.1 [FOR ALL CONTRACTS] Title 9, COMPENSATION, is hereby amended to include:

A. To the fullest possible extent possible within the financial payment system, the City shall be entitled to all non-Confidential records, reports, data, and other information related to the Project that is available to Contractor through the financial payment system, including but not limited to, information related to Contractor and subcontractor billings. To that end, the Contractor shall activate any available settings within the financial payment system that are necessary to grant the City access to such non-Confidential information related to the Contract and the Project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in General Condition 903.1.

## SC-901 CONSIDERATION (CITY'S PROMISE TO PAY)

Reserved.

## SC-902 PAYMENT PROCEDURE

.1 [FOR ALL CONTRACTS] General Condition 902, PAYMENT PROCEDURE, is hereby amended to include:

A. The party(ies) responsible for the review of all Pay Applications shall be outlined in the contract COMPENSATION MANUAL & GUIDELINES EXHIBIT.

B. Pay Applications shall be submitted monthly or as specified in the Contract Documents. Each application must be submitted within ten (10) days after the end of the billing period. General Condition 902 specifies the payment procedure, including monthly applications.

C. The City reserves the right to review all Pay Applications and request additional information or documentation, as necessary. The City will approve, reject, or request modifications to the application within twenty (20) days of receipt.

## SC-903 SCHEDULE OF VALUES IN LUMP SUM CONTRACTS

Reserved.

## SC-904 UNIT PRICE CONTRACTS

Reserved.

## SC-905 PROGRESS PERIOD

Reserved.

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## SC-906 APPLICATIONS FOR PAYMENT

.1 [FOR ALL CONTRACTS] In accordance with General Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:

A. Each and every independent subcontractor's payroll information, including payment dates and payment amounts.

B. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first-tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned M/WBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

## SC-907 RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT

.1 [FOR ALL CONTRACTS] General Condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, is hereby amended to include:

A. PAYMENTS TO SUBCONTRACTOR AND SUBCONTRACTOR RELEASES

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

## SC-908 RETAINAGE

Reserved.

## SC-909 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS

.1 [FOR ALL CONTRACTS] General Condition 909, ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS, is hereby amended to add:

A. Disallowed Costs

(1) Costs or Work deemed incomplete, unsupported, or not by the Contract Documents will be disallowed. The Contractor shall not include such costs in future applications unless approved by the City.

B. Disallowed Quantities

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(1) Quantities deemed unreasonable, unsupported, or not by the Contract Documents will be disallowed. The Contractor shall not include such amounts in future applications unless the City approves.

### SC-910 FINAL ESTIMATE AND PAYMENT

.1 [FOR ALL CONTRACTS] General Condition 910, FINAL ESTIMATE AND PAYMENT, is hereby amended to include: Upon completion of the Work, the Contractor shall submit a Pay Application that includes all outstanding amounts. The final payment will be made upon the City's approval of the final application and completion of all Contract requirements. The Contractor must provide a final certification that all subcontractors and suppliers have been paid in full and that there are no outstanding claims or liens against the project.

### SC-911 ACCOUNTING OF COSTS AND AUDIT

Reserved.

## TITLE 10 WAGES

### SC-1001 PREVAILING WAGE ORDINANCE

Reserved.

### SC-1002 POSTING OF THE APPLICABLE WAGE RATES

Reserved.

### SC-1003 RATE AND FREQUENCY OF WAGES PAID

Reserved.

### SC-1004 REPORTING WAGES PAID

Reserved.

### SC-1005 FAILURE TO PAY PREVAILING WAGES

Reserved.

## TITLE 11 CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME

### SC-1101 CHANGE ORDER

Reserved.

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## SC-1102 CITY INITIATED CHANGES

.1 [FOR ALL CONTRACTS] General Condition 1102.2 is hereby amended to include: replacing the phrase “Change Request” in all its occurrences in such General Condition with the phrase “Change Notice.”

.2 [FOR ALL CONTRACTS] General Condition 1102.3 is amended by replacing the phrase “Field Order/Change Order Directive” in all its occurrences in such General Condition with the phrase “Change Directive.”

## SC-1103 CONTRACTOR CHANGE REQUEST

Reserved.

## SC-1104 ADJUSTMENT TO CONTRACT AMOUNT

.1 [FOR ALL CONTRACTS] General Condition 1104, ADJUSTMENT TO CONTRACT AMOUNT, is hereby amended to include:

A. General Condition 1104.2.F: FOR BONDS, SALES TAX AND INSURANCE

(1) All costs associated with the Contractor’s bond requirements, sales and use tax, and insurance costs shall be reimbursed to the Contractor by the City at direct cost and without markup; the Contractor shall include all such costs in each proposal.

B. General Condition 1104.7:

(1) The “total estimated quantity” of each unit price item as stated on the bid schedules shall be the estimated quantity which is used to determine the percentage of change in such item for purposes of General Condition 1104.7.

## SC-1105 TIME EXTENSIONS

Reserved.

# TITLE 12 CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES

## SC-1201 NOTICE OF INTENT TO CLAIM

Reserved.

## SC-1202 SUBMITTAL OF CLAIMS

Reserved.

## SC-1203 WAIVER OF CLAIMS

Reserved.

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# TITLE 13 DISPUTES

## SC-1301 DISPUTES

Reserved.

# TITLE 14 SITE CONDITIONS

## SC-1401 DIFFERING SITE CONDITIONS

Reserved.

## SC-1402 SITE INSPECTIONS AND INVESTIGATIONS

Reserved.

# TITLE 15 PERFORMANCE AND PAYMENT BONDS

.1 [FOR ALL CONTRACTS] Title 15, PERFORMANCE AND PAYMENT BONDS, is hereby amended to include:

A. Requirements for separate bonds shall be furnished to the Project Manager before any Work is undertaken by the Contractor. All other terms and conditions of General Conditions 1501, 1502, and 1503 shall remain in effect. Subsequent Change Orders contemplated under the Contract shall require separate Surety Bond Change Riders for one hundred percent (100%) of the dollar value of the Contract before the Change Order is issued and any work commences.

## SC-1501 SURETY BONDS

.1 [FOR ALL TASK ORDER CONTRACTS] Requirements for separate bonds in the total amount of all open Task Orders shall be furnished to the Project Manager before any Work is undertaken. All other terms and conditions of General Conditions 1501, 1502, and 1503 shall remain in effect.

A. General Condition 1501 is hereby amended to include:

(1) Contractor's executed Combined Performance and Payment Surety Bond is attached to the Contract as CONTRACT SURETY BOND EXHIBIT. The Contract Surety Bond shall guarantee the Contractor's faithful performance of the Contract and shall also guarantee the Contractor's payment of bills for labor and materials under the Contract.

(2) In the event that the cumulative dollar value of all Task Order(s) issued under the Contract exceeds the amount of the Contract Surety Bond, the Contractor shall procure, pay for, and furnish to the City Surety Bond Change Riders, in the proper form approved by the City, for an amount equal to the difference of one hundred percent (100%) of the

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dollar value of all outstanding Task Order(s) or Change Order and the amount of the Contract Surety Bond ("Fully-Bonded Amount"). In no event shall the cumulative dollar value of all Task Orders and Change Orders issued under the Contract be greater than the Fully-Bonded Amount. Contractor shall procure, pay for, and furnish to the City additional Combined Surety Bond Change Riders as necessary to maintain conformance with these requirements before any Task Order or Change Order is issued and any work under a Task Order or Change Order commences.

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

### SC-1502 PERFORMANCE BOND

Reserved.

### SC-1503 PAYMENT BOND

Reserved.

## TITLE 16 INSURANCE AND INDEMNIFICATION

### SC-1601 INSURANCE

Reserved.

### SC-1602 DEFENSE AND INDEMNIFICATION

Reserved.

## TITLE 17 INSPECTION AND DEFECTS

### SC-1701 CONSTRUCTION INSPECTION BY THE CITY

Reserved.

### SC-1702 AUTHORITY OF INSPECTORS

Reserved.

### SC-1703 OBSERVABLE DEFECTS

Reserved.

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### SC-1704 DEFECTS - UNCOVERING WORK

Reserved.

### SC-1705 LATENT DEFECTS

Reserved.

### SC-1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK

Reserved.

## TITLE 18 WARRANTIES, GUARANTEES AND CORRECTIVE WORK

### SC-1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK

Reserved.

### SC-1802 PERFORMANCE DURING WARRANTY PERIOD

Reserved.

## TITLE 19 SUBSTANTIAL COMPLETION OF THE WORK

### SC-1901 CONTRACTOR’S NOTICE OF SUBSTANTIAL COMPLETION

Reserved.

### SC-1902 INSPECTION AND PUNCH LIST

Reserved.

### SC-1903 CERTIFICATE OF SUBSTANTIAL COMPLETION

Reserved.

### SC-1904 RIGHT OF EARLY OCCUPANCY OR USE

Reserved.

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# TITLE 20 FINAL COMPLETION AND ACCEPTANCE OF WORK

## SC-2001 CLEAN-UP UPON COMPLETION

Reserved.

## SC-2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK

Reserved.

## SC-2003 FINAL SETTLEMENT

Reserved.

# TITLE 21 SUSPENSION OF WORK

## SC-2101 SUSPENSION OF WORK

Reserved.

## SC-2102 SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE

Reserved.

## SC-2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY

Reserved.

## SC-2104 SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM

Reserved.

# TITLE 22 CITY'S RIGHT TO TERMINATE THE CONTRACT

## SC-2201 TERMINATION OF CONTRACT FOR CAUSE

Reserved.

## SC-2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY

Reserved.

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# TITLE 23 MISCELLANEOUS PROVISIONS

## SC-2301 PARTIES TO THE CONTRACT

Reserved.

## SC-2302 FEDERAL AID PROVISIONS

Reserved.

## SC-2303 NO WAIVER OF RIGHTS

Reserved.

## SC-2304 NO THIRD PARTY BENEFICIARY

Reserved.

## SC-2305 GOVERNING LAW; VENUE

Reserved.

## SC-2306 ABBREVIATIONS

Reserved.

## SC-2307 STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(H)

Reserved.

# TITLE 24 DEN PROVISIONS

## SC-2401 VEHICLE PERMITTING

.1 Vehicle access on the Airport Operation Area (“AOA”) is controlled by and operated by DEN Airport Operations and DEN Airport Security. Contractor is required to obtain a vehicle access permit for any vehicle entering inside this area. Contractor is responsible for complying with DEN Airport Operations and DEN Airport Security requirements. Only direct construction support vehicles and/or equipment will be allowed in the Contractor’s work areas or sites.

## SC-2402 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

.1 The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

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## SC-2403 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES.

.1 The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Construction Contract.

## SC-2404 DISCOUNTS, REBATES AND REFUNDS

.1 Cash discounts obtained on payments made by the Contractor shall accrue to the City if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefore from the City, or (2) the City has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they can be secured. Amounts which accrue to the City herein shall be credited to the City as a deduction from the Cost of the Work.

## SC-2405 SECURITY AND PERSONNEL ACCESS

.1 The Contractor shall conduct all its activities at DEN in compliance with DEN's Airport Security Rules and Regulations (Part 20), which are administered by DEN's Airport Operations Division. The Contractor shall obtain the proper Airport ID badges for its employees, subcontractors and suppliers and any applicable vehicle permits.

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

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

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

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.5 If construction breaches any Airport perimeter security boundary or requires continued access to restricted access rooms or areas, the Contractor shall post authorized contract security personnel to maintain required security controls. The Contractor's Task Order Proposal per the TASK ORDER AND EXECUTION PROCESS EXHIBIT shall include the cost of providing security services to maintain control and supervision of any and all Airport perimeter security boundary breaches and for the duration of work activities until the Airport perimeter security boundaries are reestablished.

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

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

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

Covenant Aviation Security
1112 W. Boughton Road
Suite 355
Bolingbrook, IL 60440
The local general contact number for Covenant Aviation Security is: 720-222-4774.

.9 All security guards provided for this Project must have a DEN SIDA Badge.

.10 The company providing contract security guard services at DEN may change at any time. The Contractor shall maintain a contractual relationship with whichever company is providing contract security guard services for the City at DEN.

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

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

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DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# TITLE 25 FEDERAL PROVISIONS

Reserved.

# END OF EXHIBIT

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July 11, 2025

# Denver International Airport

## On-Call Infrastructure Construction

Bid Number 202579097

Addendum Number 1

This Addendum Number 1 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Bidders must acknowledge receipt of this addendum on Attachment 1, Page 1 of the Bid Forms.

DeAnne Barker

_____

DeAnne Barker
Contract Administrator
Contract Procurement

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# On-Call Infrastructure Construction

Bid Number 202579097

Addendum Number 1

**Scope of this Addendum**

Addendum Number 1 includes modifications to the following Bid Documents issued June 25, 2025. These modifications are deemed necessary by the City and County of Denver.

**SECTION III, ADMINISTRATIVE INFORMATION**

*III-31 Bond Requirements AND III-32 Proposal Guarantee*

The requirement for a Bid Guarantee or Bond will not be required on this procurement.

*III-33 Payment and Performance Bonds*

The requirement for the Payment and Performance Bonds will be $1,000,000.00 for each individual bond.

**ATTACHMENT 6, PERFORMANCE AND PAYMENT BOND**

Attachment 6, Performance and Payment Bond will be replaced in its entirety and included with Addendum 1.

The total number of pages (including cover sheet) contained in this Addendum Number 1 is six (6).

* * * * * * *

*End of Addendum Number 1.*

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## XI. ATTACHMENT 6, PERFORMANCE AND PAYMENT BOND

# PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bond issuer], a corporation organized under the laws of the State of _____ [Bond company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of **ONE MILLION Dollars ($1,000,000.00)**, 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 **202579097, On-Call Infrastructure Construction**, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by, and performs each and every covenant, condition, and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and

2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

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

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

(End of Page)

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**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

_____
CONTRACTOR

By:_____
President

_____
SURETY

By:_____
Attorney-in-Fact

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

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# PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bonding company name], a corporation organized under the laws of the State of _____ [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of **ONE MILLION Dollars ($1,000,000.00)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **202579097, On-Call Infrastructure Construction**, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW**, **THEREFORE**, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

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

[END OF PAGE]

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**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

_____
CONTRACTOR

By:_____
President

_____
SURETY

By:_____
Attorney-in-Fact

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

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July 15, 2025

# Denver International Airport

## On-Call Infrastructure Construction

Bid Number 202579097

Addendum Number 2

This Addendum Number 2 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Bidders must acknowledge receipt of this addendum on Attachment 1, Page 1 of the Bid Forms.

DeAnne Barker

_____

DeAnne Barker
Contract Administrator
Contract Procurement

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# On-Call Infrastructure Construction

Bid Number 202579097

Addendum Number 2

## Scope of this Addendum

Addendum Number 2 includes modifications to the following Bid Documents issued June 25, 2025. These modifications are deemed necessary by the City and County of Denver.

## Proposal Submittal Requirements

The required proposal forms are being modified to include the following documents:

□ Proposal Forms - all completed and signed
- Proposal Acknowledgement Letter – acknowledging **all** addenda
- Proposal Data Form
- Disclosure of Legal & Administrative Proceedings & Financial Conditions
- Proposal Declaration
- List of Proposed Non-MWBE Subcontractors

## Questions and Answers

Addendum 2 provides responses to questions received in BidNet. The Q&A Document 1 is attached.

The total number of pages (including cover sheet) contained in this Addendum Number 2 is four (4).

* * * * * * *

*End of Addendum Number 2.*

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Exhibit L

# Questions & Answers - 1

| | |
|---|---|
| **Project** | 202579097 - On-Call Infrastructure Construction |
| **Buying Organization** | City and County of Denver Department of Aviation |

| No | Question/Answer | Question Date |
|---|---|---|
| Q1 | **Question: Prequalification Requirement**<br>Is there the possibility of reducing the prequalification level from $10,000,000 to $6,000,000 for the 1A: Heavy Civil category?<br><br>**Answer:** The prequalification level will not be reduced. | 06/26/2025 |
| Q2 | **Question: Selection Criteria**<br>Does DEN anticipate awarding a single contract or multiple contracts for this work?<br><br>**Answer:** DEN is anticipating the award of multiple contracts from this solicitation. | 06/26/2025 |
| Q3 | **Question: Selection Criteria**<br>Does DEN anticipate awarding contract(s) to companies that can provide all services required for the on-call contract, either self perform or through management of subs, or can companies respond to a single category?<br><br>**Answer:** The intent is that all awarded contractors will be able to either self-perform or subcontract any of the scopes of work requested by Task Order. | 06/26/2025 |
| Q4 | **Question: Proposal Guarantee amount**<br>What amount should Contractor assume would be the “Maximum Contract Liability” amount that the 5% proposal guarantee will be based on, as outlined in Section III-32 of RFP?<br><br>**Answer:** Proposal guarantee will not be required for this on-call contract opportunity. Please see Addendum #1 | 07/02/2025 |
| Q5 | **Question: Proposal Guarantee**<br>Please confirm the anticipated dollar value and/or maximum dollar value of the on-call contract. To provide a proposal guarantee and potential performance and payment bonds, we will need the anticipated dollar value which is not clear in the RFP.<br><br>**Answer:** Proposal guarantee will not be required for this on-call contract opportunity. Please see Addendum #1 | 07/03/2025 |
| Q6 | **Question: Performance & Payment Bondss**<br>It is unclear if a performance and payment bond will be required after selection for the overall on-call contract. In past on-call RFP’s, proposers were notified that a performance and payment bond would be required at execution of the overall on-call contract for a limited value. Then, each task order would require an additional bond rider based on the value of each project. Please confirm if we are to assume a performance and payment bond will be required with the overall on-call contract, and if so, please confirm the dollar amount. Or confirm that it will be on a limited dollar value for the bonds.<br><br>**Answer:** An initial Payment and Performance bond of $1,000,000.00 each and subsequent bond riders based on the value of awarded Task Orders will be required. Please see Addendum #1 | 07/03/2025 |

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# Exhibit L

| No | Question/Answer | Question Date |
|---|---|---|
| Q7 | **Question: Attachment 1 Part 5**<br>Bid form includes Attachment 1 Part 5 List of Proposed Non-MWBE Subcontractors. Since this solicitation is an RFP for On-Call without definitive scopes with quantities, it is very difficult for the contractor to make assumptions and list certain number of non-MWBE subcontractors with dollar values that may or may not exceed 1.5% of the bid amount which is unknown until each task order is priced. Please consider removing this form as part of the bid submittal requirement.<br><br>**Answer:** We would like a list of potential Non-MWBE Subcontractors that may be used for future jobs, we do realize that the list may change as future jobs are being proposed as Task Orders are issued. | 07/08/2025 |
| Q8 | **Question: Contractors**<br>How many contract holders do you anticipate having on this On-Call contract?<br><br>**Answer:** The contract could potentially be awarded up to 5 contractors. | 07/08/2025 |
| Q9 | **Question: RFP Required Documents/Attachments**<br>Under Proposal Submittal Requirements, it is required that the following Proposal Forms be completed, signed, and submitted with the RFP: Certification of Non-Segregated Facilities, Equal Opportunity Report Statement and the Diversity Survey. However, these forms were not included as attachments with the RFP documents. Please provide the requested forms/attachments, or clarify how the Client would like the Proposer to address the requirement.<br><br>**Answer:** Certification of Non-Segregated Facilities and the Equal Opportunity Report Statement will not be required for this on-call contract opportunity. Please see Addendum #2 The link for the Diversity Survey can be found on page 21 of the RFP. | 07/09/2025 |

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Exhibit L

# Milender White Construction Co.
# On-Call Infrastructure Construction
# RFP No. 202579097
# July 21, 2025

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Exhibit L

MILENDER WHITE

July 21, 2025

Diane Folken
Contract Administrator
Denver International Airport (DEN)
8500 Pena Boulevard, Room 8810
Denver, CO 80249-6340

**Subject: On-Call Infrastructure Construction - RFP No. 202579097**

Dear Ms. Folken:

With a 28-year history of strong performance as a CM/GC and a 15-year history of managing and delivering DEN task orders, Milender White Construction Co. (MWCC) is eager to submit our proposal for On-Call Infrastructure Construction at DEN.

Since 2010, we have demonstrated our experience and ability to successfully complete DEN task orders in busy, dynamic environments while meeting scheduling and logistical challenges. As a medium-sized construction firm, we provide DEN with the personalized attention and agility of a local partner, enhanced by the robust resources and stability of a larger organization. As a Graham Group company, we have access to a large array of heavy civil construction resources and personnel to complement our own.

MWCC's approach to project delivery centers on proactive collaboration and meticulous planning. Our open-book preconstruction process ensures transparency and informed decision-making, and our robust six-step quality control process guarantees the highest standards of construction. We maintain project budgets and schedules through effective cost management and diligent project controls, recognizing the need for fiscal responsibility.

Our recent work at DEN highlights our collaborative problem-solving in action. To ensure the seamless replacement of ten Passenger Loading Bridges and critical life safety system upgrades at DEN, MWCC proactively partnered with a key trade contractor facing scheduling challenges with GARDI work. Understanding the importance of minimizing disruptions and meeting the pre-holiday deadline, our team collaborated closely to navigate complex permitting processes and facilitate efficient coordination with DEN and the City and County of Denver. By providing targeted support and clear communication, MWCC helped our partner regain momentum, ensuring the successful and timely completion of this vital project and ultimately enhancing safety and operational efficiency for the airport and its passengers.

In summary, MWCC is the right general contractor for this work because of its

- Transparent and deeply collaborative preconstruction process
- Proactive, vigilant approach to project and cost management, featuring clear, concise communication

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- Ability to engage and select first-rate trade partners, including those that fulfill DEN's goal of involving the best MWBE subcontractors in its task orders
- History of maintaining safe work environments at DEN and abiding by DEN's strict security protocols on landside and airside task orders
- Regular, consistent response to each and every opportunity presented, informed by a thorough evaluation of the scope, complexity, and timeline of each task order
- Legacy of delivering high-quality work that meets DEN's expectations for "the finished product"
- Fifteen years of knowledge of DEN's procedures, processes and protocols – we need no learning curve to understand how DEN prefers us and our trade partners to work, and we know how to work effectively for DEN's goals

We are excited about the opportunity to perform ongoing infrastructure task orders at DEN and we are confident that our team's qualifications, on-the-ground experience and partnership-oriented approach aligns with your goals. We look forward to the opportunity to discuss our proposal further and answer any questions you may have.

Sincerely,

John Barnhart
Construction Executive
**Milender White**
o: 303.216.0420 c: 303.356.5947
jbarnhart@MilenderWhite.com

**Addenda:**
Milender White Construction Co. acknowledges receipt of Addendum #1 issued July 11, 2025 and Addendum #2 issued July 15, 2025.

**Statement of Commitment:**
Milender White Construction Co. commits the availability of the key personnel identified in Section 5 of this proposal to perform the work for the duration of the Contract term.

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Exhibit L

# PROPOSAL NARRATIVE

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# 1. COST EFFECTIVENESS

***Quality Control and Error Minimization***

***a. Explain your approach to quality control.***

**Quality Control Philosophy:** MWCC has a strong track record in proactively managing DEN projects, consistently delivering substantial value and cost savings. Our success stems from thorough pre-planning and efficient execution. Given the nature of DEN construction, unexpected challenges can occur, necessitating a collaborative team effort for effective resolution. Great cost management requires transparent communication between DEN and the whole project team. It is crucial to identify issues promptly, analyze solutions, and implement corrective actions swiftly to prevent unnecessary costs and delays.

MWCC will implement a project-specific QC/QA plan for all DEN On-Call Infrastructure projects. We are experienced with DEN's Quality Control Standards, including **Division One Section 014320 (DEN Quality Assurance for FAA Funded Projects) and Standard Specifications for Construction General Contract Conditions.** Our QC/QA 6-step program will be integrated with the DEN Quality Control activities to be performed during all phases and in compliance with the contract documents.

***b. What strategies will you use to minimize errors or re-work that could increase project costs?***

**Project Control that Optimizes Cost Savings:** MWCC brings significant value and real cost savings to our clients through its DEN On-Call Quality Control Plan, built on a QC/QA process that communicates the expected level of quality and accountability on a basis consistent with both MWCC and DEN expectations.

Our DEN On-Call Quality Control Plan will be submitted to DEN's Project Manager within 10 days of NTP after award of a Task Order. Our Plan includes:

1. Quality Monitoring Activities during both active and nonactive construction times
2. MWCC QC Manager with experience, qualifications and thorough approach to QC inspection and testing
3. Organization and duties of additional quality control inspection staff/project management staff
4. Submittal process and testing/acceptance and approval plan, meeting requirements of quality inspection/testing by independent agency, DEN QC Manager, City of Denver officials, etc.

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5. Communication Processes: record of inspection files and all materials records, inspection observation reports, certification letters, AHJ Inspection records, etc. Contractor's Daily Construction Report, Daily Quality Control Inspection Reports/CTA test results and DEN Time and Materials Report and Deficiency List, as required by the DEN Project Manager.
6. Methodology for quality inspections of all materials, at the manufacturer site, at delivery to ensure materials meet quality expectations and project specs, and before and during installation.
7. All additional required information: list of suppliers and subcontractors, emergency contact lists, inventory and storage for materials, etc.

A Quality Control Plan is the first step in a comprehensive QC process and provides the project team with fundamental details and reference points to build a project-specific QC/QA program for DEN On-Call Infrastructure projects. With this plan in place, we implement a daily Quality Control Process that consists of these fundamental steps:

***Procurement Phase:*** As soon as a project goes out to bid, our team vets interested subcontractor partners by ensuring buy-in to MWCC's safety and quality expectations. We check references, records, safety performance, and financial strength of our potential subcontractor partners to ensure that they meet the quality and safety requirements of the project.

***Buy-Out Meeting:*** Before awarding a subcontract, MWCC holds a Buy-Out Meeting with potential subcontractors in each scope of work, and evaluates them on their ability to fulfill the work scope and adhere to our expectations and process for quality and safety.

***Premobilization Meeting:*** In this meeting, the QC process is communicated, quality standards are reinforced, and our requirements are defined, including submittal requirements, start-up plans and commissioning.

***Preconstruction Meeting:*** This step is conducted at least one week in advance of the start of each definable feature of work (DFOW), or for multiple DFOWs as applicable. We verify that the responsible individual(s) for each subcontractor is prepared to comply with the requirements of the contract documents and to finalize the subcontractor's plan to complete the work.

***Initial Inspection:*** An Initial Inspection of the subcontractor's "Representative Sample of Work" is completed for each definable feature of work, verifying that the subcontractor begins the work in full compliance

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with the contract requirements and establishes an acceptable level of quality and workmanship from start to finish, with all teams' representatives, DEN QC and design team in attendance.

***Third-Party Inspections:*** MWCC will engage third-party inspectors throughout the projects to ensure the installation meets the quality standards noted in the specifications.

***Follow-Up Inspections and Testing:*** Follow-up inspections of work-in-progress are performed continually to ensure that the work is progressing satisfactorily, on schedule, and in compliance with all applicable requirements and expected standards. In adherence to DEN requirements, we implement the follow-up, completion and pre-final acceptance inspections in collaboration with the DEN Project Manager.

***Final Inspections:*** Using our consistent quality process throughout the construction phase means that the final inspection is a true acceptance walk for owners. With little to no corrections needed at this phase, our owners appreciate the final quality achieved, the time savings for them, and the ultimate schedule advantages our QC/QA program achieved. Final Inspection includes a MWCC Acceptance Inspection, an Owner Acceptance Inspection, and a Final Owner Acceptance Sign-Off, acknowledging that a finished area is ready to be turned over.

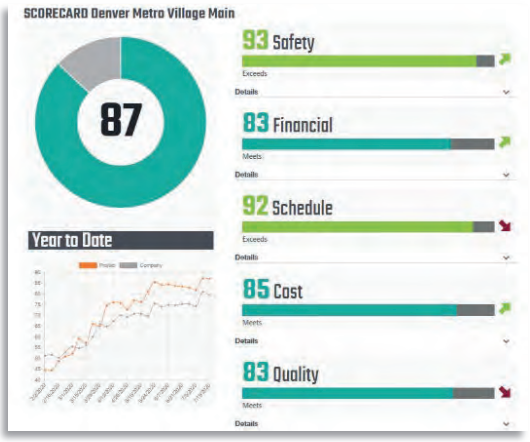
***c. How will subcontractors adhere to your philosophy?***

We require that our trade partners abide by this process in order to win the work. If they struggle to meet these standards, we confer with them and try to help them improve work methods and processes to meet these standards. While replacing a trade partner is a last resort, we have fired subcontractors who did not adhere to our philosophy and failed to meet these stated contractual requirements.

***Cost Control***

***a. Given your experience and expertise within the industry, how have you applied this knowledge to controlling costs?***

MWCC has managed and delivered nearly 600 construction projects in its 28-year history. Along the way, we have defined and refined ways to control costs through a deep, intensive preconstruction process and proprietary software that allows us to pinpoint, attack and remedy cost issues in the field, and anticipate and address many budget issues before we break ground.




Our proprietary EOS project management software gives our operations teams a real-time Project Scorecard, which analyzes financial performance and tells teams whether they are meeting, surpassing or falling short of expectations.

***b. Prepare a description of proposer's methods to optimize project expenses. Include a description of plans to ensure that non-local staff are being strategically deployed where they add maximum value to the project.***

We will work closely with DEN project managers, engineers and designers and trade partners to identify cost-saving alternatives that maintain overall project quality at a lower price. Even seemingly small savings can result in substantial cost reductions when multiplied across the scale of a project; saving $500 on one

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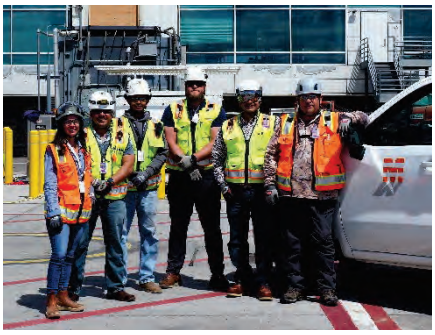
item used 30 times is a $15,000 cost savings. We also have the capability to self-perform certain scopes of work, such as selective demolition, erosion control and maintenance, and foreign object debris (FOD) management.

We are a local contractor and intend to staff and manage the task orders from our local resources. As a Graham Group company, we have the ability to call in non-local staff from our parent firm, Graham, for certain DEN infrastructure work. The strategic deployment of this Graham staff (and select third-party consultants) will be decided early in preconstruction, perhaps even earlier in the task order pursuit phase. Through our extensive preconstruction process, we can decide where and how their skills and knowledge can add maximum value.

***c. Describe how proposer plans to maximize productivity of their staff working on the project.***



**Optimizing Team Sizes and Expertise:** Optimizing team sizes and expertise is a key strategy that directly influences the success and efficiency of any DEN project. At MWCC, we recognize that the complexity and unique requirements of each project at DEN demand a tailored approach to the team composition. By carefully selecting and calibrating the size and expertise of our project teams based on our years of experience at DEN, we ensure that each phase of the construction process is managed by an elite team who bring the right skills, experience, and insights.

Our approach begins with a thorough analysis of the project's scope, timeline, MWBE goals, and specific challenges. We then align the expertise of our team members with the project demands, assembling a group that includes a mix of seasoned veterans and innovative thinkers, while establishing a strong list of MWBE trade partners. This allows us to address complex technical issues that may arise at DEN, while also integrating fresh perspectives and creative problem-solving. All while thinking of the end users at DEN.

By optimizing team sizes and partners, we avoid the pitfalls of both understaffing, which can lead to delays and errors, and overstaffing, which can result in inefficiencies and unnecessary costs to DEN. Our goal is to maintain an agile team that can adapt to the changing project demands, ensuring that we remain responsive and proactive throughout the construction process as your partner.

This strategic approach to team optimization not only enhances our ability to meet deadlines and stay within budget but also ensures that the quality of our work remains high while hitting all MWBE goals. By bringing together the right people and partners at DEN with the right expertise, MWCC is able to set the standard for excellence in the construction industry.

***d. Describe proposer's method for anticipating and minimizing costly changes throughout the project.***

**In Preconstruction:** MWCC's preconstruction team works to identify and correct potential issues before they get to the field. During preconstruction, we build a collaborative atmosphere of consideration and respect for the continuous improvement of the design and planning process. We want to get every detail right and thereby develop a reliable cost model to guide construction to a successful conclusion.

Immediately after being selected by DEN, MWCC will review the task order for constructability and provide input and questions to make sure the scope is completed and that the project can be competitively bid to get DEN the best value. We will then meet with the entire project team and other key partners to

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review our analysis of the design documentation and to clarify our understanding of design details.

MWCC's preconstruction team brings a wealth of expertise and skills in estimation, design-assist and evaluation of and recommendations for building systems. Preconstruction Manager Laura Enger and Construction Executive John Barnhart will work with DEN and project consultants to understand goals and priorities and manage GMP development. We draw on the experience of our past DEN project teams for further cost and schedule efficiency.

**In the Field:** When we work at DEN, cost control is a continuous, proactive and open-book process that is managed daily. We monitor current cost levels, compare them with the established budget and implement corrective action to keep costs within acceptable limits. The constructability review minimizes the impact of change orders without impacting the functional or aesthetic components of the design. We want to get every detail right and thereby develop a reliable cost model to guide construction to a successful conclusion.

Our DEN team has a strong track record of mitigating unforeseen delays, be they related to weather, supplier issues, permitting or other matters. We use our detailed procedures and creative approaches to accelerate schedule activities to make up for lost time when delays happen. We are experienced working with jurisdictional authorities and have strong relationships with DEN project managers, officials and consultants.

***Subcontractor Optimization:***

***a. Discuss how proposer will incorporate subcontractors on their team to perform portions of the work to meet the DSBO goals.***

**Selecting and Managing Key Subcontractors:** MWCC has a database of more than 9,000 subcontractors that we turn to for competitive bids on DEN task orders. We will tailor our task order bid packages to encourage differently-sized MWBE firms to bid on traffic control, trucking, demolition and On-Call Infrastructure placement scopes with the overall goal of exceeding DEN's 15% participation requirement. By using this strategy, more MWBE firms can participate in the DEN On-Call Infrastructure program. Since our MWBE participation is a key project goal, these firms will be subcontracted shortly after scopes are awarded. MWCC will ultimately select key subcontractors based not just on DSBO or MWBE status, but also on financial strength, quality of performance, safety record, and similar project experience.

***b. Describe methods used to reduce staff redundancy and overhead in subcontractor management while maintaining an effective project team.***

**Ensuring Manpower Capabilities and Commitments:** The Colorado construction market is active and construction resources are limited. It is critical to the success of DEN projects to ensure the subcontractor selection process includes a review of manpower capabilities and commitments to ensure that schedule dates are met, and quality standards are maintained. This starts during the selection process and remains at the forefront by using Trend Charts throughout construction. Trend Charts provide a simple and effective visual tool to review and identify schedule goals and production expectations so that the manpower can be adjusted as needed.

MWCC takes great pride in the amount of upfront work we do with every subcontractor to ensure that our clients are getting high-performing, safe and financially secure team members on the project. Our vetting process includes visiting subcontractor sites to review safety, quality, and communication processes

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and securing the following documents:

- Safety and Quality Programs and Records
- Ability to provide Payment and Performance Bonds (or Material Supply Bonds)
- Insurance Coverage
- Projected man-hours for each task order and ability to provide the required manpower
- Unit Prices for key items and rates

***Competitive Edge:***

***a. Based on this project, where do you think there are opportunities for savings from your firm?***

We see opportunities for savings through multiple channels:

- Our solicitation of competitive bids from qualified trade partners – MWCC will not attempt to self-perform everything as some other GCs might, but will instead endeavor to pick exactly the right trade partners for each scope. (We do have the ability to self-perform certain infrastructure scopes, which can help us avoid the risk of subcontractor markups for high-volume labor trades.)
- Our collaborative preconstruction process that helps MWCC, designers, engineers and owners find cost-effective alternatives for materials, more efficient scheduling and manpower options that take advantage of everything from economic trends to economies of scale, and a thorough redlining and BIM approach that leads to improved scheduling, project workflow, and logistics.
- Our cost-conscious project management approach, featuring our proprietary software that reinforces our proactive philosophy of watching project controls to maintain budget.

***b. What elevates your proposal in terms of value?***

- We excel at construction management and design-assist general contracting, with preconstruction and project management processes refined over 25+ years that deliver cost-effective projects for owners. We have met many of the challenges endemic to infrastructure construction projects and responded capably with solutions informed by experience.

- We know how to work at DEN, thanks to 15 years of landside and airside construction experience and longstanding professional relationships with its project managers, administrative leaders, airline representatives and consultants.

- The key trade partners on our DEN projects are “old hands” used to working on infrastructure projects with strict deadlines, and they have worked at DEN on several or many occasions.

***c. Describe the competitive edge your proposal provides to DEN from a cost savings perspective.***

Our **experience** with successful execution of DEN On-Call task orders is a competitive edge. MWCC has completed 20+ DEN on-call task orders. We are known for the quality of our work and our skills in communications, logistics, occupied building requirements, and the attention to detail and coordination that improvement projects require.

Our **cost-effective technology and tools** let us achieve CONSTRUCTABILITY by delivering outstanding results to our customers in the process and the final product. To ensure success, we utilize EOS, our proprietary project management software, and Procore, a web-based collaboration tool to streamline project

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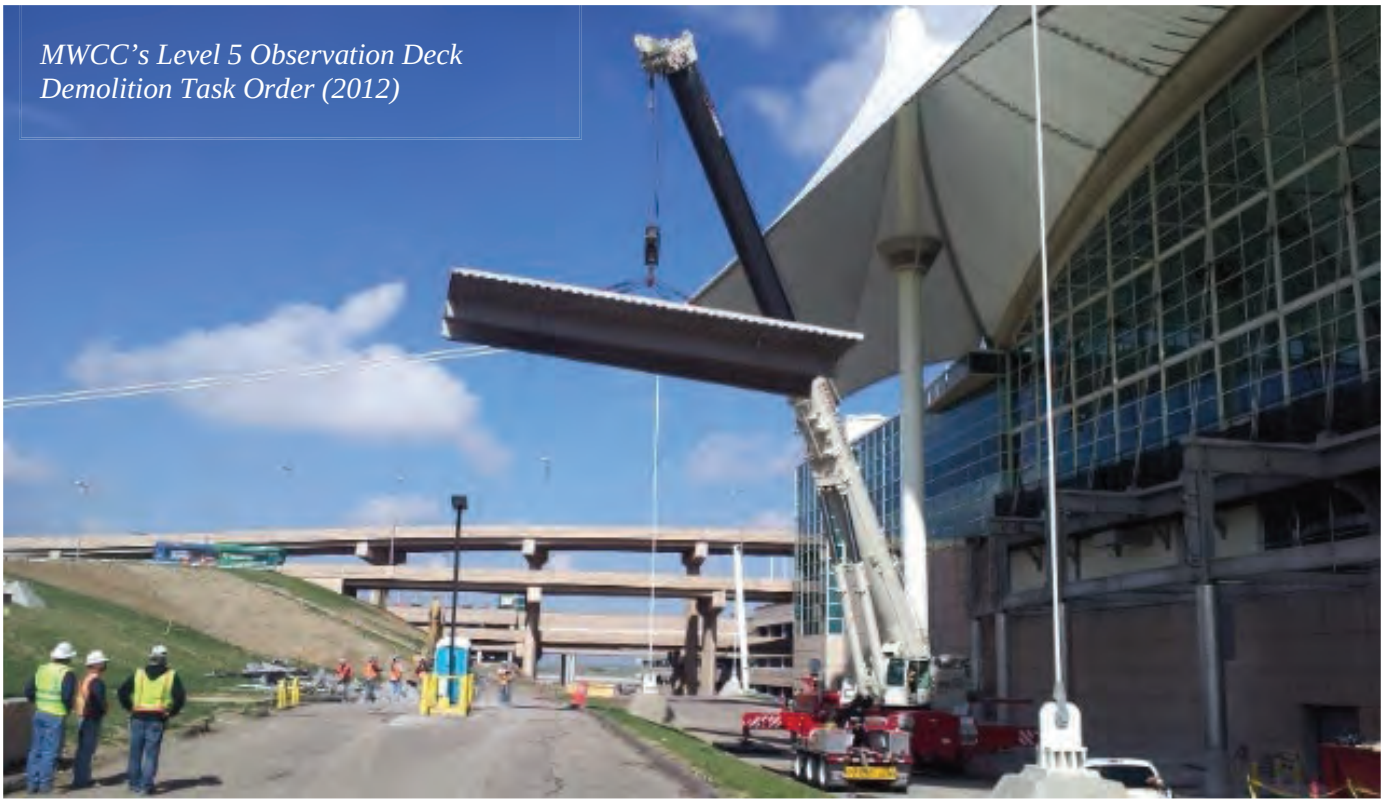
management. We have also used Unifer, the DEN proprietary system. During our current On-Call General Construction contract at DEN, we became well-versed in ACC (previously BIM 360) and Textura.



*MWCC's Level 5 Observation Deck Demolition Task Order (2012)*

***d. 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.***

Our **project approach** is a comprehensive, collaborative process, focused on effective planning and problem- solving practices that ensure that we address challenges effectively while keeping DEN's goals at the forefront: safety for travelers, continuous operations for airlines, and sustainable and high-quality products. When we encounter challenges during a project, our approach is to set up meetings where we can openly discuss the issues, present all available options, and collectively decide on the best path forward.

**Pre-planning:** This phase includes evaluation of project requirements and site conditions, development of preliminary phasing plans and schedules, coordination with DEN project team, and review of project plans.

**Labor and Materials:** Here, we outline task management and coordination of field labor, procurement with subcontractors, testing and turning over installed work, and documentation and reporting.

**Establishing Strong Working Relationships:** Establishing positive attitudes, trust, cooperation, and good working relationships requires open communication and accountability among all team members. Open communication begins with an understanding of the expectations and responsibilities of all parties. MWCC will conduct partnering sessions at the onset of each task order. Our MWCC Project Managers will clearly define expectations and responsibilities for all individuals and organizations involved in the program. Once defined, each team member will be held accountable for their commitments.

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# DEN Equity, Diversity, and Inclusion Plan

## Milender White Construction Co.

**Contact:**
**Albus Brooks, MWBE Director**
**and Vice President of Business Development**
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**720.220.4632**

**July 21, 2025**

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## MWCC's EDI Plan

In partnership with the City and County of Denver (CCD), the Department of Transportation and Infrastructure (DOTI) and Denver International Airport (DEN), Milender White Construction Co. holds a shared value and commitment to improving participation, engagement and opportunities for MWBE firms through the On-Call Infrastructure Construction program. As a general contractor for Denver communities large and small over the past 28 years, we understand how vital it is for GCs to work in partnership with the Division of Small Business Opportunity (DSBO) to meet and even exceed the 15% MWBE participation goal for this program and ensure nondiscrimination in the awards and administration of the contracts. We are determined to strengthen the small, minority and women-owned businesses through our leadership in this program.

**MWBE Coordinator: Albus Brooks, abrooks@milenderwhite.com; 720.220.4632**

Unlike many large construction firms, MWCC does not outsource MWBE engagement to a third party. Rather, **Albus Brooks**, our Vice President of Business Development and Public Affairs, serves as our MWBE Coordinator and City Liaison. As a prior Denver City Councilman and Council President, Albus provides exemplary skills and experience in business relations, community engagement, DSBO outreach and development efforts for disadvantaged businesses. In this role, Albus can affirm that the MWCC On-Call Infrastructure team members and subcontractors engage with MWBEs, local businesses and firms, and hiring agencies to provide local employment opportunities. Albus will partner with the City, the DEN representatives and the rest of the MWCC team to manage MWBE requirements for the program, as we engage with MWSBEs who can fulfill scopes of work as subcontractor partners. He also leads programming to provide MWCC with partnerships and engagement in local construction skills and apprenticeship training programs.

Albus' experience in leading teams to successfully manage subcontractor/sub-consulting requirements is shown in our recent success with John Parvensky Stout Street Recuperative Care Center & Legacy Lofts. Our project team hired and trained 16 Section 3 workers, including persons experiencing homelessness and citizens returning home from incarceration. Additionally, his leadership in managing outreach and development efforts to small and local business opportunities has helped MWCC meet and exceed MWBE goals in our City of Denver Vertical On-Call and DEN Airport On-Call Contracts, as noted in our table under Past Performance.

In the DEN On-Call Infrastructure Program, once the project scope is established for a Task Order, Albus will work with community partners to find appropriately skilled workers for the Local Hire Craft initiative. We executed this model on the 36th and Downing project (the Lawrence Swoop), in which MWCC transformed infrastructure to create safe two-way streets. On both our Stout Street and 36th and Downing projects, we hired and trained local talent – and we expect to repeat this success with our Globeville project, an affordable housing project being built on City-owned land.

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Albus frequently conducts outreach events aimed at engaging local hiring agencies and Minority- and Women-owned Business Enterprise (MWBE) subcontractors. For Globeville, we have held regular events that have resulted in over 200 subcontractors participating in and moving forward in the bidding process.

**Equity, Diversity & Inclusion Strategies**

We believe that traffic control, trucking, demolition and On-Call Infrastructure placement can be completed by City of Denver-certified MWBE firms The estimated value of this work will vary based on the type, size and scope.

With the nature of Task Order-based packages, bids can be solicited from several MWBE firms based on their experience, capacity, and financial ability. We can tailor the bid packages to accommodate differently-sized MWBE firms with the overall goal of exceeding the 15% participation requirement. By using this strategy, more MWBE firms can participate in the DEN On-Call Infrastructure program. Since our MWBE participation is a key project goal, these firms will be subcontracted shortly after scopes are awarded.

MWCC believes that projects for government entities and public agencies should provide maximum direct benefits to local communities through job and training opportunities. We will see that we meet our targeted MWBE commitment for the DEN On-Call Infrastructure Program through an active outreach and engagement process. We will solicit bids from our database of MWBE subcontractors from the start, and we will inform MWBE subcontractors, businesses, and agencies about Task Orders through local events, encourage their participation, and help them stay competitive during preconstruction and contracting. Strategies include:

- Actively recruiting City-certified MWBEs from the DSBO Directory and our existing MWBE database, and confirming certification in the relevant NAICS code for scopes of work
- Community outreach meetings for interested MWBE subcontractors and suppliers, using current and past contacts to organize outreach meetings and introduce the project to the community
- Bilingual project introductions and “walk-throughs”, both virtually and in person
- Seeking out any local agencies or groups that could help facilitate project plans and specifications by MWBEs
- Direct outreach/solicitation calls from our preconstruction and operations team members
- Networking through our partner agencies (listed below)
- In-person project open houses and continuous connections to job training programs for Denver residents
- Referrals from our current, extensive network of subcontractors
- Accessing opportunities at the Colorado Department of Labor and Employment Workforce Centers

Additionally, we will educate the community on the prequalification process and establish a communication system and bid schedule for actively seeking community and MWBE participation. This effort is designed to encourage project involvement and will be repeated until the goals are met in each On-Call Infrastructures Task and Work Order.

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In partnership with DEN's On-Call Infrastructure Program Manager, MWCC will distribute plans, specifications and other project information to approved agencies. We have experience with distribution and collaboration with agencies such as:

- Colorado WORKNOW Employment Platform
- Mayor's Office of Economic and Development and Opportunity
- Denver Hispanic Chamber of Commerce
- Associated Builders and Contractors (ABC)
- Hispanic Contractors of Colorado
- Colorado Black Chamber of Commerce
- African American Leadership Council
- Rocky Mountain Indian Chamber of Commerce

We are currently actively engaged in these associations and network with their leaders and participants during their activities and experiences. Several of our leaders currently serve in board capacities for some of these organizations.

*Additional Engagement:* Engagement practices include monthly participation in association programs (as listed above), site visits/safety walks with subcontractors, outreach events, participation in job fairs, career development opportunities at local apprenticeship programs, employee referral programs, in-house craft training, ABC networking events, etc. Additional engagement channels can include neighborhood associations, local subcontractor schools and technical school programs, community event centers, and local faith communities.

MWCC also has relationships with BuildStrong Academy, HomeAid, Colorado Correctional Industries, Bayaud Enterprises and the Center for Employment Opportunities, which have provided jobseekers with work on our job sites. These non-profits provide construction skills and safety training. We collaborate with our partners once the scopes of work are clearly defined.

*Apprenticeships:* MWCC will carefully assess available manhours for apprenticeship opportunities with our subcontractors. We also actively support the growth of skilled trades professionals through our participation in the Colorado Certified Apprentice Program, in conjunction with the Construction Industry Training Council (CITC) of Colorado. This partnership facilitates a structured, in-house apprenticeship program specifically designed for carpentry.

Our Master Builder program currently provides 10 apprentices with a comprehensive learning experience, encompassing both technical proficiency and leadership development. Upon successful completion of the program, apprentices receive OAT Certification from the Federal Bureau of Apprenticeship and Training, which is a nationally recognized credential.

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*Additional Outreach Efforts/Initiatives:* We will perform extensive call campaigns with every Task Order to generate interest and excitement about work opportunities with MWBE trade partners. As part of this effort:

- We send targeted outreach to MWBEs and Invitations to Bid for each bid package to qualified subcontractors and vendors in the overall market and publish them to all interested bidders on Building Connected.
- We host pre-bid meetings that clarify scope, alternates and guidance to help get bids that are complete. Detailed reviews minimize subcontractor partner contingencies for the best value on bid day.
- We advertise via email campaigns, the City Website (if approved), the MWCC Website and local select publications to push out directions and access to the subcontract package to MWBE firms and notify them of drawing availability.

**Technical Assistance and Support Services**

MWCC's preconstruction team reviews the drawings set and evaluates all subcontractors involved to perform all scopes of work. We actively involve our operations teams in this process. We create a cost breakdown by subcontractor and follow our enhanced prequalification process (see below) by reviewing prequalified vendors, aligning those who can solely produce the work or creating partnerships between MWBE subcontractors and other subcontractors if the scope is too large. For the DEN On-Call Infrastructure Program, MWCC will develop various-sized competitive bid packages to ensure maximum participation. Specific scopes and smaller bid packages should encourage participation for new and smaller-sized firms.

*Prequalification:* MWCC uses an enhanced prequalification process in procurement. Each potential subcontractor is reviewed in the Contractor Credit Model (C2M) provided by Alliant, our surety broker. Additionally, we routinely enroll subcontractors in Subcontractor Default Insurance (SDI) – this is our standard. MWCC's prequalification process requests details about a firm's manpower, financial condition, past project experience, safety statistics and references. The process includes these steps:

- Each potential subcontractor/supplier is submitted to Alliant for C2M review. C2M provides secure, objective, third-party analysis of the subcontractor's/supplier's financial condition.
- Alliant requests financial information directly from each subcontractor or supplier and gives each company a rating.
- Considering this rating plus other known factors (financial position on other projects, recent safety incidents, references, etc.), MWCC decides if a potential participant should be included in our SDI program.

Subcontractor prequalification does not start or end with the C2M report and recommendations. During the bidding and buyout process, subcontractors show MWCC proof of bonding letters indicating they can obtain a third-party payment and performance bond for the project. These letters assist the team in deciding if a subcontractor or supplier qualifies for our SDI program.

For certain MWBEs who have reached a level of capacity and experience, this process establishes a standard; if potential subcontractor partners need to elevate in any way to meet this standard, this elevation will be beneficial for them in the future as the same prequalification standards may be expected from other general contractors.

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For smaller, newer MWBEs the process we use is more specific to the subcontractor's requirements, capacity and level of experience. Not all of these companies can meet the requirements of our prequalification process, but many still have the potential to compete for the work. In these situations, we meet with individual partners to fully understand their experience, financial and labor capacities, as well as to understand their requirements if they take on the scope. We strive to:

- Understand the subcontractor on the merits of what they can perform and align them with the right scope of work.
- Create mentorships if needed so that MWBE subcontractors can participate with financial and capacity support. We match our MWBEs when they require additional labor, financial backing, etc. to others. These partnerships allow for participation without being excluded from a project due to size. Partnerships then provide a roadmap to success for subcontractors who require enhanced prequalification.
- Understand the technical assistance MWBEs may need to be successful throughout the project and beyond. We take time to train subcontractors upon contract in our quality, safety, schedule and accounting programs, as well as providing technical assistance for project management practices and additional support as needed.

**Procurement Process**

*Buyout:* Our buyout process with potential subcontractors is also thorough. We conduct all buyout meetings face-to-face. When we solicit subcontractors to submit bids, we clearly state what the scope of work does and does not include. By doing this, we give subcontractors a better chance to submit a competitive bid and win the job. We schedule traditional sit-down meetings to walk through the project plan, but we also take things a step further with visual schedules and logistics plans to show subcontractors our prime contractor approach, the project flow, the timeline, and how they will be involved with their scope. Having analyzed bid documents and developed budgets for each scope, our preconstruction team can compare scopes with the available capacity of MWBE subcontractors to ensure success. Our subcontractors regularly tell us that this combination of verbal and visual communication helps them succeed in the bidding process and throughout construction.

As the subcontractor buyout nears completion, the project team communicates with both successful and unsuccessful bidders, and when feasible, conveys the bidder's respective position in the selection decision. We also note the reasons why a bidder was or was not selected, a degree of candor appreciated by MWBEs and non-MWBEs alike. We are constantly sourcing subcontractors with backgrounds and expertise to successfully meet the work requirements. If one trade doesn't have the capacity for the full scope of work, we will complement the experience with another team's experience to create the best team possible. We offer any technical assistance in the formation of joint ventures and other similar multi-contractor arrangements as a means of increasing MWBE participation.

*Flow Down Provisions:* We work with each subcontractor to best understand their capacity and needs regarding payment schedules and structures, payment terms, site access, etc.

- MWCC will contractually require that all MWBE subcontractors meet the 35-day-from-invoice subcontractor payment requirement per Sec. 28-72 of the City Ordinance on Contractor Prompt Payment for accepted and completed work.

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- We also adhere to written notification practices for any disputes/deficiencies in contracted work, and strive to resolve these in our QC/QA process:
    - When issues arise with scope, work quality or site issues, we notify the subcontractor and DSBO in writing, detailing the work deficiencies along with remedies, corrective actions and timelines. We also schedule in-person meetings to resolve the deficiency or issue.
    - Removal or termination of a subcontractor is only a last resort if no other alternatives exist. Before initiating termination/reduction in scope, MWCC will include DSBO in discussions. We will partner with DSBO for mediation if MWCC and the certified firm are unable to reach a resolution by ourselves.

Our workforce approach is based on proven strategies designed to lead to equitable and inclusive employment, and our goal is not just to create job opportunities but to launch long-term construction careers. We are committed to working closely with subcontractors to recruit, advance, and employ a diverse workforce that is reflective of the communities in which we build.

**Communication and Proposer Management**

MWCC prides itself on good communication with our subcontractors and suppliers. When awarded a CCD or DEN On-Call task order, we set out to build teams, starting with meetings to walk through contracting. These meetings involve sub-tiers as needed for specific scopes.

For DEN On-Call Infrastructure projects, this guidance will include making sure the subcontractor understands security, public and worker safety, insurance, quality standards and reporting requirements, and how to invoice their work to facilitate timely payments. We will review what materials need to be used when they are performing their work, the number of workers they will need to perform their scope on schedule, and how and when to proactively ask questions if they need more information. We will overview our communication plan with them and ensure they have the tools and understanding to effectively support the plan.

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As part of our Quality Control process, we have three preconstruction meetings to outline the work, set expectations and answer any subcontractor questions. These early steps are vital to establishing successful processes for our subcontractors:

**Buy-Out Meetings**: Before awarding a subcontract, MWCC holds a Buy-Out Meeting with each potential subcontractor in each scope of work. During the Buy-Out Meeting, each subcontractor is evaluated on their ability to fulfill the work scope. We also develop a mutual understanding of MWCC's 6-Step Quality Control Process and our expectations for quality and safety. We complete an in-depth review of the scope of work and also review associated specification sections, exclusions/inclusions and subcontract value, ensuring that all expectations are reflected in the contract language.

**Premobilization:** During the Premobilization meeting, the quality control process is communicated, quality standards are reinforced, and contractor expectations and requirements are clearly defined. The meeting is not only an orientation to the project but a comprehensive look at submittal requirements, start-up plans and commissioning. The meeting is framed by the importance of our client's goals and expectations. By the conclusion of the meeting, the subcontractor understands all necessary actions required before attending the Preconstruction meeting.

**Preconstruction**: The Preconstruction meeting is conducted at least one week in advance of the commencement of each definable feature of work (DFOW), or multiple DFOWs as applicable. We verify that the responsible individual(s) for each subcontractor is prepared to comply with the requirements of the contract documents and to discuss the subcontractor's plan to complete the work. This is an additional opportunity to reiterate MWCC's quality expectations before the work begins. This meeting also assures that all subcontractor partners have Job Hazard Analyses (JHAs) that are comprehensive, and that they understand and are committed to DEN and MWCC safety expectations (orientation, training, housekeeping, MW CARES, inspections).

Once construction begins, our process includes initial, follow-up and final inspections, all reviewed in a weekly subcontractor meeting with all foremen. This weekly meeting also reviews the schedule, addresses any changes and questions, and coordinates work.

*Relationship Building:* So that our MWBE subcontractors know that they are part of the MWCC team, we encourage their questions, insights, and concerns. As the general contractor, MWCC will always take the lead in planning, scheduling, budgeting, QA/QC and safety; we do recognize, however, that our subcontractors may have a different idea or plan regarding how they need to perform the work. These are great conversations to have during the preconstruction meetings and the weekly subcontractor coordination meetings. MWCC's effective management and relationship with subcontractors start in the selection process, as we build the most qualified teams considering skill, availability, pricing, diversity, and reputation. We provide transparency, offer technical assistance, and mitigate/remove any barriers at the start. We continue to manage the selected teams by using daily reports and establishing a high level of communication.

*Training:* MWCC offers training and mentorship to MWBEs from the start of preconstruction through project execution. Training can include:

- LCP Tracker
- Access to Building Connected

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- Scheduling
- Safety Orientation and MWCC CARES Program
- Quality Control and Assurance Program
- Site-Specific Training: hazard awareness and safety protocols for pedestrians, vehicles, and workers
- Identifying Risks and Challenges
- Protocols for General Communication

*Resolution Practices*: MWCC leadership immediately responds to concerns at each job site, documents and reports concerns, addresses the subcontractor involved, and offers solutions to resolve the issue with the support of MWCC resources and direction. We focus on respectful and supportive relationships and early identification and resolution of problems as the first line of defense against disputes. Our construction managers are all trained in the Extended DISC Leadership Development Tool, which reinforces effective communication and interaction. Additionally, we host yearly EDI training events, including in-house Cultural Competencies, Communication and Crucial Conversations courses. These skills and steps to early resolution have created a strong history of supporting subcontractors.

*Reporting and Tracking*: An additional key component of our communication strategies involves reporting and tracking our MWBE participation and workforce/hiring/training goals for the City/DOTI and DEN. MWCC's project managers prepare and submit monthly project reports that details workforce training and hiring statistics on each DOTI or DEN task/work order contracted. This report will be reviewed to evaluate MWCC's workforce development plan, regarding the following aspects:

*Preconstruction:*

- Solicitation Details: Contact information and contact schedule for MWBEs contacted
- Details, procedures followed, and results related to MWBE outreach
- Advertisements soliciting MWBE bids
- Pre-bid meeting schedule and outcomes
- If applicable, all documentation required to establish the Contractor's compliance with CCD Code §§ 28-62 and 28-66 D.R.M.C.

*Construction:*

- Manpower Utilization Plan
- Apprentice Hours Report by Contractor
- Local Craft Worker Utilization Report
- Hours and Wage by Craft Report

A database file houses records of residency and disadvantaged status for all project workers. The status of personnel is verified by comparing the monthly subcontractor forms with this database. We anticipate that the DEN Program Manager will review the plan, collaborate on goal status per task and work order, and provide input to further develop opportunities to refine/improve the hiring plan.

Quarterly reviews can be scheduled during the On-Call Infrastructure Program's duration. Quarterly discussions may lead to changes in the workforce development strategy addressing shifting project timelines, subcontractor needs, and improving worker/apprentice experiences.

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*CCD B2G System Reporting:* MWCC has utilized the B2G system on multiple projects. We are familiar with the process of confirming payments received from the owner and reporting payments made to all subcontractors, including MWBEs.

**Past Performance:** MWCC has partnered with MWBE contractors, suppliers, and professional services throughout our 28-year history. Stretching back to 2012, our work with the Denver Housing Authority at Tapiz @ Mariposa, the Mariposa Redevelopment Phase II, and Syracuse Plaza and Goldsmith Village achieved 35%, 35% and 43% MWBE participation, respectively. We also have a history dating back to our first DEN On-Call Contract (2012), when we maximized MWBE participation on the DEN AGTS South Terminal Switch Addition (35% MWBE achieved) and DEN Manhole Removal (25% MWBE achieved).

In 2013 we entered into a mentor-protégé agreement with Tribal One Broadband Technologies, LLC (protégé), one of six LLCs created by the Mith-ih-Kwuh Economic Development Corporation (MEDC), a federally chartered corporation that is 100% owned by the Coquille Indian Tribe. Tribal One is an SBA-certified 8(a) business development program information and communications technology company based in North Bend, OR. The first joint venture from this mentor-protégé agreement, MW ORCA JV1, created in 2014, secured historic renovation work on Denver's Byron White Courthouse with the federal government's General Services Administration (GSA).

More recently, our DEN On-Call Contracts have achieved MWBE goals:

**DEN – UPS Sewer Line Replacement, Denver, CO (2022)**

MWCC, in collaboration with 35% MWBE subcontractors, built a new sewer line from the west restrooms and showers in UPS's south cargo building B to the existing on-site system, as the old waste line was failing. Scope of work included new 4" pipe starting inside the building and continuing outside to the north 200' vertically and 30' underground with concrete and asphalt demolition and replacement; manhole liner patching and replacement, and new exterior 2-way cleanout to the existing 6" sanitary drainage lines. Shutdown and connection work was done on weekends. As a result, the repair was completed ahead of task order duration.

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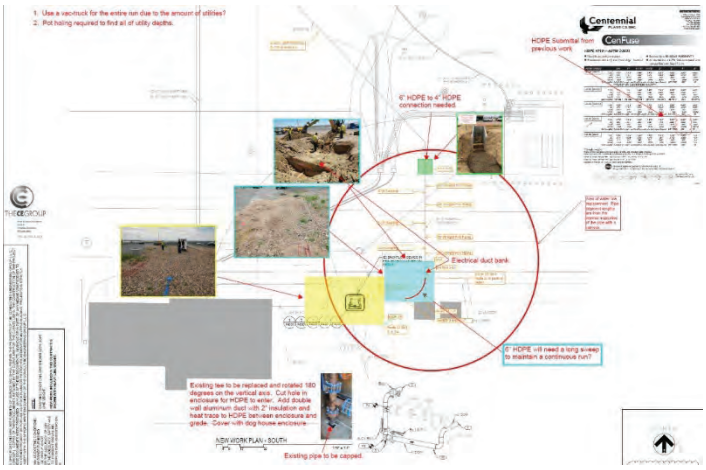
## DEN ARFF Water Line Replacement, Denver, CO (2022)




In partnership with 35% MWBE subcontractors, the DEN ARFF Water Line replacement project replaced 3” PVC water line with 4” HDPE water line at the ARFF Training Facility. Once onsite, MWCC executed several change orders to investigate, report and repair gasketing for the system’s at-grade pilot boxes that were experiencing leaks.

## Rose Andom Center, Denver, CO (2016)

In partnership with 15% MWBE subcontractors, MWCC planned and executed phased renovations, based on fundraising efforts, to convert DPS offices into the Rose Andom Center, an attractive and environmentally efficient facility for families needing support. The scope of work entailed fully sprinkling this non-sprinkled

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building, replacing the mechanical system, and upgrading the electrical system. A second contract with the City of Denver Department of Public Works included the replacement of all windows at three elevations.

On City and County of Denver and DEN on-call projects, MWCC consistently strives to meet or exceed MWBE participation requirements. Additional examples include:

| Project Name | MWBE Goal | Actual |
|---|---|---|
| **AGTS South Switch** | 25% | 25% |
| **City and County Building Restoration CM/GC** | 22% | 22% |
| **WO #1 McNichols Relocation** | 15% | 15% |
| **DEN On-Call Task Orders** | 25% | 27% |
| **DOTI Vertical On-Call Construction Services** | 21% | 21% |

*MWBE Mentorship:* MWCC maintains a strong relationship with Metro State University and we heavily recruit from this #1 university in the state for Latino and Black student enrollment. We sponsor interns from MSU and have hired numerous recent graduates into our Field Engineer positions. Additionally, MSU students (and others) have participated in our Inclusive City Builders Program, an interdisciplinary internship program introducing undergraduates to construction, development, real estate and civic planning organizations.

*Employee Recruitment, Training, Development and Succession Planning:* MWCC recruits our future jobsite leaders through our connections and strong reputation at universities, via on-campus recruitment efforts and internships. They begin at entry-level or mid-level positions and spend time in field, office and estimating roles before choosing the path of Project Manager or Superintendent. Retaining the right people includes an individualized path for career growth, MWCC University continuing education, support for industry certifications and training, and annual celebrations of employees who have been with MWCC for five-plus years (37% of our employees). Our MWCC Talent Development program supports continuous leadership and project management training plus professional skills development. Our dedication extends to all team members on a project site as we ensure that all workers have appropriate training, know proper PPE use, etc. Our team verifies all training with our subcontractors and requires re-training where needed. We also hold weekly site-wide Monday morning safety meetings to discuss safety topics.

*Partnering with MWBE Firms:* MWCC and Gillmore Construction have formed a joint-venture entity to deliver new affordable housing at 4995 Washington Street. Together, we are conducting outreach to subcontractors and helping train MWBE firms via the Hispanic Chamber of Commerce Contractor Academy.

Communication Connections Consulting

For the DEN On-Call Infrastructure program, MWCC is partnering with Communications Connections Consulting (CCC), a DBE, WBE, and MBE-certified consulting firm with more than 17 years of experience. With a bilingual staff and a commitment to professional and inclusive outreach strategies, we believe that this partnership will maximize our EDI efforts. CCC's communication plans aim to effectively deliver On-Call Infrastructure Program updates to the community and media. Bilingual (Spanish/English) trans-creation services ensure the delivery of messages to a broad, diverse audience.

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**Proposer's Culture**

Our firm has an active DEI task force that meets quarterly to review DEI goals and initiatives, with additional project-specific meetings aimed to support company-wide training for Inclusivity Week, Safety in Construction Week, and Women in Construction Week. The task force participates actively in consulting and guiding our Hiring Task Force, Training Task Force, Quality Task Force, and Community Engagement/Experiences Teams. They actively research, audit and pilot training and recruitment programs to continuously improve our Talent Development Training, Master Builders curriculum and company-wide recruiting and onboarding efforts.

MWCC also has a comprehensive career advancement program for incumbent workers skilled in framing, plumbing, and electrical work – ***MWCC Master Builders.*** This program combines classroom sessions, on-the-job instruction, and mentoring to open doors to superintendent and field leadership positions for these mostly BIPOC team members. The curriculum includes six quarterly sessions, self-directed studies, job tours, mentor conversations and online learning. Successful participants graduate with skills that enable them to enter Foreman, Field Engineer or Superintendent roles.

**Future Initiatives**

Our recent merger with Graham has opened many opportunities for us to refine/define our goals and explore new tools and resources to continuously improve:

- We make sure that we are integrating our employees' ideas, suggestions, and recommendations – because we know that our people are drivers for meeting our DEI vision.
- We have a 5-year EDI plan to grow MWBE project participation and diversify our staff and team members in both our Rocky Mountain and Southern California districts.
- Succession planning is a critical element of our EDI strategy. We are dedicated to identifying and nurturing diverse talent within our organization, ensuring that our leadership pipeline reflects the diversity of our workforce and the broader community.
- Through mentorship programs, leadership development initiatives, and targeted training, we empower employees from underrepresented groups to advance into leadership roles.
- This approach not only strengthens our internal team but also promotes equity and inclusion in the communities we serve.

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As a learning organization, MWCC prioritizes ongoing training, engagement, and continuous improvement. Our commitment to workforce development includes training programs like Extended DISC Leadership Development, Cultural Awareness, and Weekly Toolbox Talks. Through various initiatives with MWBE partners and extensive training programs, we showcase our dedication to fostering equity and excellence in the construction industry.

As a longstanding Denver builder, our future is focused on making an impact on the city, not just in construction but also for the people of Denver. We will engage to recruit and train in low-income high unemployment neighborhoods to ensure individuals who have incurred barriers in this industry have ladders to opportunity. These are not just empty platitudes; rather they embody the inclusive values that have been a part of this company for 28 years.

***We are committed to MWBE goals and celebrate our success - MWCC has consistently met or exceeded % goals for MWBE participation requirements throughout our history.***

*MW's unwavering commitment to seeking constant feedback and promoting genuine team spirit created a collaborative environment that encouraged the project team to perform at a high level. The success of the project was built on strong relationships and makes them an outstanding partner on complex projects in dense urban environments. MWCC's meticulous approach to solicit valuable feedback throughout the construction process highlights their pursuit of excellence and is particularly noteworthy.*

*We wholeheartedly recommend MW for consistently demonstrated exceptional performance and dedication to quality, making them a highly recommended partner for any construction project.*

- *Jean Jursnick, AIA, SAR+ Architects, NEST56 at Denargo Market*

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***3. Describe the following:***

***a. Understanding of the Scope of Work***

***b. Complexity, challenges, and problems involved in planning and performing Scope of Work***

***c. Approaches, philosophy, and experience dealing with challenges related to the Scope of Work***

## 3a. Understanding of the Scope of Work

MWCC is equipped and ready to plan, manage and deliver infrastructure projects at DEN. We bring a different mindset to a civil project than your typical civil contractor. As a general contractor, we operate on multiple layers – providing design input, sourcing best value trade partners, and managing/coordinating with different stakeholders, not just constructing walls and moving dirt. Our success hinges on proactive planning, agile coordination, deep risk management, and seamless collaboration with engineers and public agencies.

We have managed infrastructure projects as a prime contractor for the past 20 years in Colorado, Washington, and California. We have delivered these projects for major cities, small towns, commercial and general aviation airports, and private-sector developers working with cities, military bases and research institutions. Some of this work has resulted from public-private partnerships. It includes:

- DEN TJET PLB Replacement – Replaced ten Passenger Loading Bridges (PLBs) and associated equipment, while installing emergency communication systems, fire alarm systems, and fire suppression systems in these fixed walkways (ACON, BCON)
- DEN UPS Sewer Line Replacement – New sanitary sewer line from the UPS tenant space in South Cargo Building B to the existing onsite sanitary sewer system, concrete and asphalt demolition and replacement, extensive shoring and excavation
- DEN AGTS South Terminal Switch Addition – Built and installed the South Terminal Switch Addition to the Jeppesen Terminal's automated people mover while full airport and aircraft operations were underway
- 36th and Downing 2-Way Conversion, Denver, CO – improving a dangerous intersection for Denver DOTI with new traffic lights, sidewalks, curbs, gutters, alley entrances and paving and striping, plus new sewer mainline in a four-phase project
- Kestrel, Louisville, CO – new roads, installation and relocation of wet utilities, stormwater detention ponds, grading, demolition across a 13.4-acre project

*Crews at work on MWCC's AGTS South Terminal Switch Addition task order at Jeppesen Terminal.*

*Please refer to Section 6a in this proposal narrative for select project summaries.*

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## 3. UNDERSTANDING THE PROJECT

*Heavy civil work at our Kestrel project in Louisville, CO*

Importantly, we have amassed decades of institutional knowledge and built strong relationships with authorities having jurisdiction (AHJs) while constructing these projects, and our executives and team leaders have honed their preconstruction and construction management skills on them. Most of our work comes from an Integrative Construction Services model, expressed either through a CM/GC contract extending from preconstruction through warranty or through a design-build/assist contract with high levels of partnership and design/constructability analysis. Many of our private-sector projects involve infrastructure scopes.

Having performed work at and around DEN for fifteen years, we will be very comfortable coordinating and managing repairs and replacements of airside and landside infrastructure, along with the linked demolition, earthwork, landscaping and paving. Moreover, as a Graham Group company, we have the heavy civil resources of Graham's Denver and Omaha offices available to complement our own extensive knowledge, resources and skill sets should the need arise.

### 3b. Complexity, challenges, and problems involved in planning and performing Scope of Work

We are very familiar with DEN's security and operations protocols, having performed On-Call task orders at the airport since 2010, and we recognize particular challenges that come with infrastructure task orders.

Airside

- *Working on or near runways/taxiways/PLBs.* MWCC will maintain clear and direct communication channels between our construction teams and DEN operations and air carriers, and clearly define work areas and closed sections to preclude interference with ground crew and ground vehicles, tugs and towed aircraft. Work will be phased as necessary to minimize disruptions to DEN's operations. We will establish clear boundaries for the work area including low-profile barriers, fencing, or concrete barriers depending on the location and type of work being performed. Long and thorough conversations with DEN project managers and officials will inform the choices we make in our task-order-specific safety plan, which complements our company-wide safety plan. All subcontractors we hire must be familiar with both plans before their work can begin.
- *Managing/educating subcontractors so that they comply with airside security protocols.* While many of the trade partners we work with are highly aware of DEN's security policies and procedures and have their own diligent safety practices to assure compliance with them, there will always be the need for education and safety training specific to a task order and a particular airside jobsite location. Through our MW CARES program, we teach subcontractors how to eliminate unsafe acts, behaviors and conditions and reinforce the requirement that working safely is a condition of employment. MW CARES trains MWCC site leaders to observe, correct, prevent and report unsafe acts, behaviors or conditions systematically through on-the-spot conversations in English or Spanish as needed. The program's key component is the recognition and reinforcement of safe acts, which increases awareness, pride, and ownership of good practices. Our MW CARES program promotes a culture of

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responsibility in addition to safety. Everyone takes ownership of their tasks and looks out for the safety of their peers, knowing that all construction and operating exposures can be reasonably safeguarded.

- *Deliveries/staging/demolition near areas used by aircraft/towbar tugs/snow-clearing equipment, etc.* Having recently worked on two DEN PLB projects plus an airside project at Rocky Mountain Metropolitan Airport involving demolition and construction, these logistical challenges are not new to us. Through early, clear communication with DEN project managers, the Chief Construction and Infrastructure Officer and airlines, we will define delivery paths, laydown areas and hauloffs so as to minimize or eliminate potential intrusions to airside operations. We will also minimize the amount of materials stored at the jobsite and utilize just-in time-deliveries from either the supplier or an off-site storage facility.
- *Keeping our team and subcontractors safe from energy and equipment hazards.* We teach our field teams to be aware of these risks and communicate them through daily job hazard analyses (JHAs) and weekly toolbox talks to our trade partners. We will also minimize the amount of materials stored at the jobsite and utilize just-in-time deliveries from either the supplier or an off-site storage facility. Daily, vigilant reinforcement of safe work practices is key here, through our MW CARES program, jobsite safety audits conducted by our Rocky Mountain district safety managers, and the leadership of our project and area superintendents.
- *Keeping foreign object debris (construction debris) away from aircraft/airside vehicles.* We manage FOD hazards with the same strict housekeeping protocols we use for all projects, heightened by information and guidance from DEN leaders, airlines and security and safety personnel. Daily (or more frequently as needed) clean-up with either a FOD Commander or vacuuming will be performed. Our trade partners will include their FOD management program as part of their Job Hazard Analysis (JHA) performed for each task.

<u>Landside</u>

- *Coordinating logistics, deliveries, and hauloffs to minimize interruption to vehicle traffic.* In 15 years of working at DEN, we have routinely managed traffic risks and effectively planned to mitigate traffic interruptions. Consulting with DEN leadership and the DEN employees and suppliers working at a specific jobsite, we have established entry and exit paths and defined project traffic patterns early and clearly.
- *Managing the safety of travelers, DEN workers and vendors.* We have consistently ensured the safety of those who visit and work at DEN through 15 years of on-call projects. Even when night work has not been an option, we have maintained our risk management and safety management to DEN's high safety and security standards and our own, with effective barriers and temporary walls in place to shield travelers, workers and vendors from our work. We are confident we can do the same on DEN infrastructure task orders.
- *Managing short-term environmental impacts (air, water, dust, noise pollution, equipment emissions, runoff).* While the depth and breadth of the EIRs we receive as we prepare for task orders give us perspective on this, we recognize that there will be "known unknowns" we have to contend with – weather incidents, changing conditions in areas immediately adjacent to where we are working. Thanks to years of delivering task orders in many landside environments at DEN, we have the skill set to proactively plan to avoid the "possibles" and quickly respond to mitigate the "known unknowns."

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*Excavation on the UPS Sewer Line Replacement task order*

### 3c. Approaches, philosophy, and experience dealing with challenges related to the Scope of Work

Through the years on various infrastructure projects, we have faced significant challenges. One key to meeting them is early collaboration and conversation with linked agencies and stakeholders.

Certainly, weather challenges can be major at DEN. MWCC has effectively preplanned for inclement weather and its aftermath on past DEN projects – covering concrete and earthwork to guard against impacts from freezing temperatures, bringing in water trucks to mitigate dust, and protecting areas from sediment run-on and compaction with stormwater plans featuring solid control measures and thoughtful basin, ditch and culvert planning.

Here are some examples of how we have met other challenges on MWCC infrastructure projects.

- The DEN UPS Sewer Line Replacement task order involved excavating 27' down to make the tie-in under an existing electrical duct bank. This required extensive pre-planning, safety monitoring, and trade partner execution. The new sanitary sewer line ran 200' to the north from inside the building and 30' vertically underground, and the extensive shoring and excavation wrapped up without recordables.
- The 16M apartment project we built on the 16th Street Mall called for intensive civil work in both streets and alleys – installing ROW primary gas and electric services, and adding new water, storm and sewer tie-ins while skirting around existing buried utility connections. We met that challenge by conferencing and coordinating with Xcel, RTD, owners of adjacent properties, and the Downtown Denver Partnership.
- The S*Park development in Denver, focused on sustainable living, demanded much infrastructure work: improvements to roadways, wet and dry utility infrastructure, and a complete redevelopment and widening of 25th Street. In brief, MWCC completely demolished the existing road, curb, gutter, sidewalk, light poles and more, and added 5,500 sq. ft. of concrete pavement, 9,000 sq. ft. of asphalt pavement, signage and striping, new sidewalks, new light poles, an electric car charging station, and a bike-share station. We also put in an irrigation system and planted 26 new trees. Night and weekend work and multiple street closures were necessary. Potholing and identification of existing utilities was instrumental to success and reducing the length of street closures and detours.
- The South Terminal Switch Addition to the AGTS, which MWCC built and installed the in the Jeppesen Terminal, had to be done while full airport and aircraft operations were underway. The planning and execution of the work required daily coordination with the Transportation Security Administration (TSA), Bombardier Transportation (the AGTS operator), and multiple airlines. MWCC completed the work in two phases, drilling 39 micropiers to a depth of 30' to support the new foundations with only 8-9' of headroom.

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*Site work underway at our Mines Park Village project in Golden, CO*

***4. Describe the Proposer's project management and organizational approach, including:***

***a. Proposed effort for completing the work on schedule.***

***b. Methods used to coordinate work with other entities whose work interfaces with work performed by the Proposer.***

## 4a. Proposed Effort for Completing the Work on Schedule

Our task order approach is designed for agility without compromising structure. By combining thorough pre-planning, robust document control, proactive risk management, and clear and open communication, we ensure that each task order under an On-Call Contract is delivered efficiently, transparently, and to the highest standards of quality and accountability.

We have fulfilled numerous time-critical DEN task orders through this preconstruction and construction management approach, which has consistently proven to be reliable and effective. We will also rely on this process for DEN infrastructure task orders.

### *Preconstruction*

For each work order, we will perform a comprehensive preconstruction effort, identifying potential project risks and developing risk-reduction strategies. A dedicated Project Manager (PM) handles each task order from start to finish with oversight from the Construction Executive.

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We solicit subcontractors through a broad and extensive search. In the past five years, MWCC has worked with more than 1,300 trade partners. For example, on a recent City of Denver pursuit, we sent the project to 13,229 potential trade partners, which resulted in engagement with over 350 interested bidders. Our goal is to receive at least 3-5 competitive bids per scope. Once trade partner bids are received, they are added to bid tabs and thoroughly leveled by the estimating team to make sure all scopes are included and correct.

MWCC fundamentally believes in the value of collaborative and consistent communication processes and practices. Using Bluebeam collaborative software, our team works with all team members to produce a set of plans that is thoroughly vetted for each scope of work. Our collaborative approach results in innovative ideas to be explored as preconstruction progresses. Steps include:

- Identify and mitigate risks in each phase of task/work orders
- Track collaborative decisions and innovations
- Create cost, schedule, logistics and safety models that will succeed during construction
- Solicit, select, and engage critical trade input to get real-time cost feedback, budget verification, and identification of potential cost overruns

We activate strategies for these common infrastructure project risk areas:

- Unknown Utilities: Perform GPRS and potholing to identify and locate
- Long-Lead Materials: Work with the design team and trade partners to release materials and look into off-site storage of materials so they can be procured well in advance
- Weather: Sequence the schedule to minimize costs associated with weather; develop detailed plans to address specific weather events
- Design Completeness: Complete Design Review Checklist and Constructability Review
- Adjacent Impacts: Develop strategies to reduce impact to project neighbors at DEN
- Labor Market Shortages: Work with trade partners to understand resources needed and availability of manpower
- Permitting: Understand permit triggers early and start permitting as soon as scope is known

Our preconstruction process is designed to result in a smooth handoff to the field team – they begin their task orders with complete drawings, complete scopes, and a practical schedule.

### *Task Order Management*

Like the On-Call vertical task orders we manage at DEN, these infrastructure task orders need to proceed in a way that maximizes subcontractor productivity while also balancing the requirements of airline and DEN operations.

**Our Approach to Night Work:** Our approach to managing night crews centers on regular preplanning and hand-off huddles. Subcontractor overnight crews meet with MWCC site supervisors before their scheduled shifts to review work scopes, STAs/JHAs, work zone coordination, materials, quality requirements, and other details and developments. At the end of the shift, MWCC conducts a 6:30am coordination meeting to hand off issues, review materials needs, progress, etc. This system ensures that MWCC team members are coordinating all construction aspects to proactively “feed the field” with plans, materials, and resolutions of

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issues. Each night crew achieves maximum productivity with executable plans because their questions have been answered, materials delivered, scopes and logistics planned out, continuously. We preplan and present a thorough logistics plan with a written program outlining special precautions to be taken to control extraordinary hazards presented by night work, including supplemental lighting of work areas, availability of medical facilities, security precautions and noise limitations.

**Our Approach to Daytime Work:** In addition to the daily hand-off huddle, MWCC team members coordinate all necessary correspondence and communication with DEN entities and any RFIs and Submittals, OAC meetings, quality performance inspections and deliveries. MWCC team members are also available for after-hours quality inspections and requirements. This approach equates to a 24-hour staff design if the project requires this.

**Proper Scheduling of the Work:** For these infrastructure task orders, schedule success is vital and schedule management is a constant priority. Our approach to staying on schedule in the dynamic airport environment starts with proactive planning.

We solicit expert input from all subcontractors as the task order schedule is being designed and built. We build in contingency plans and ensure that we have the manpower to execute the schedule so we never get behind. We know from our many years of experience working at DEN that weather, airline operations and unforeseen issues can cause short-term schedule delays. To make sure that delays are resolved before they impact task order milestones, we work to contract cost-effective scope flexibility with our trades.

Using Primavera P6© software, we create and manage a detailed Critical Path Method (CPM) schedule that gives us a wide range of resources in schedule development and management due to its enterprise capabilities and its ability to interact with other software applications. This helps our projects finish safely, on time and on budget. We will develop a Preliminary Project Schedule for each infrastructure task order showing the critical path and milestones to realize the anticipated design, bid packaging, construction, and commissioning activities and to achieve completion by the required date. This schedule will be finalized with input from all stakeholders upon project award.

**MWCC's schedule management includes:**

**Milestone Schedule:** A CPM milestone schedule is created twice per month during the duration of the task order, and it is reviewed weekly in OAC meetings along with upcoming activities, any necessary concerns/course corrections, and weather or other impacts. These intermediate milestone goals help the team stay focused on the critical path.

**Three-Week Schedule**: Our teams use this management tool to coordinate day-to-day work activities and provide a three-week look ahead for all subcontractors. This schedule provides the necessary information needed for proper planning of manpower and procurement of materials to ensure a good workflow.

**90-Day Lookahead Coordination Meetings:** We discuss the planning, logic and crew size that goes into our CPM schedule in 90-Day Lookahead Coordination Meetings. A lookahead filter in Primavera P6© provides us with the ability to create lookahead reports, which are critical to consistent project reporting and scheduling. We analyze progress and develop any necessary recovery strategies in our 90-Day Lookahead Coordination Meetings. The use of 90-day and 3-week schedules gives our team leaders the ability to further refine the scheduling process while using the CPM to maintain an overall roadmap to on-time completion.

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**Submitting Schedule Updates to DEN:** Schedule updates are submitted regularly to all project stakeholders. Schedule control starts with establishing an achievable baseline schedule that incorporates the project scope and specific site constraints associated with working at DEN. Once the subcontractors are added to the project team, the schedule is updated and cost-loaded with material delivery dates and manpower availability. Our schedule update reports include lookaheads, progress and status updates, a billing matrix per work scope, cash flow cost loading, critical path analysis, activity changes, stated activities from the last report, current in-progress and completed activities, an analysis of scheduled activities in both the past and the future, and potential future delay impacts and mitigations.

**24/7/365 Availability:** As evidenced in our On-Call work at DEN, we are experienced with working off hours and in multiple shifts to accommodate a facility that never closes. Our reputation for responsiveness is key to our business, and our availability is 24/7/365, led by Construction Executive John Barnhart and our deployable staff. We also approach our DEN work with defined Emergency Response Protocols, distinguished by immediate mobilization, rapid assessment and planning, direct communication channels, and paramount attention to maintaining safety.

**Proper Staffing:** MWCC ensures proper staffing through:

- Robust Workforce Planning: Strategic workforce plans, core team retention, talent acquisition, and skill development; we utilize an in-house labor recap process to ensure successful staffing of projects
- Flexible Staffing: Scaling our workforce as needed using subcontractors or self-perform crews
- Performance Monitoring: Regularly monitoring staffing levels and performance to address gaps promptly.

By implementing these strategies, MWCC effectively manages on-call task orders and their diverse scopes and challenges, consistently delivering high-quality results.

**Fine-Tuning the Schedule and the Progress:** We leverage the complex phased construction experience of our project superintendents and managers to consistently manage schedule progress, identify opportunities for schedule acceleration, and minimize disruptions. This expertise also helps our team solve any unforeseen issues stemming from changing site conditions, supply fluctuations, and faulty subcontractor assumptions to promote success.

**>> Describe the Proposer's existing project management control methods and progress reporting systems.**

**Project Management Software:** MWCC uses a centralized system for Submittals, RFIs, meeting minutes and correspondence, daily reports and field photos, and cost and change management. The root of this system is EOS, our proprietary project management software application. We complement EOS with recordkeeping in SharePoint and Procore as needed or requested.

MWCC uses Bluebeam to review schematic, design and construction documents. This allows for quick, organized collaboration at a central source easily accessible to all members of the project team, including the design team and DEN PM. Bluebeam is indispensable for scrubbing documents and constructability reviews. We also maintain project records and documents in DEN's own Unifer software.

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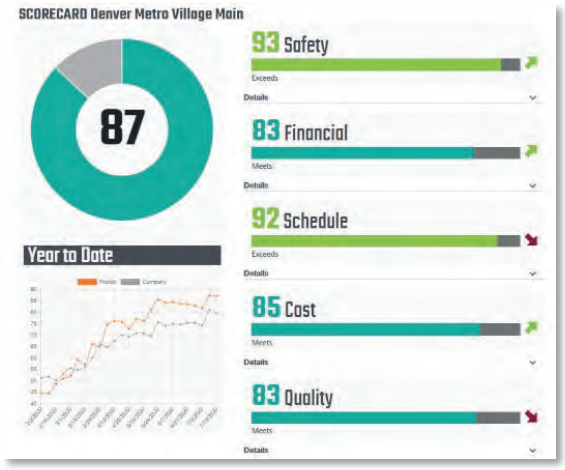


We use our proprietary Project Scorecard software tool to measure project health. Our Scorecard measures Safety, Financial, Schedule, Cost, and Quality metrics and creates a 'heat map' for our team to focus on what is important and what needs improvement. The Project Scorecard monitors real-time data weekly and clearly shows how the team is aligning with task order expectations. It measures project success and leads us to data-driven solutions.

**Managing Change Orders:** As a CM, MWCC prioritizes transparency, efficiency, discipline, and fiscal responsibility in managing all changes to contract documents, while ensuring project success. Our proactive approach aims to minimize changes during construction through:

*Standardized Change Order Process:* Before any changes are initiated, MWCC implements a standardized Change Order Request (COR) form that all trade partners and vendors are required to submit. This form is designed to ensure consistent and expedited reviews by capturing:

- Detailed scope of work changes
- Justification for the change
- Impact on the project schedule and budget
- Backup documentation (e.g., drawings, specifications, quotes)

*Rigorous Review and Approval:* Upon submission, CORs undergo a rigorous multi-stage review process involving project management, estimating, and client representatives to ensure that necessity, fairness, and fiscal impact are thoroughly assessed.

*Formal Documentation & Communication:* Approved changes are formally documented via contract amendments or change order forms that clearly outline revised scope, cost, and schedule. The changes are then communicated promptly and effectively to the client, design team, subcontractors and other relevant stakeholders. We meticulously track the financial and schedule impact of all approved changes.

**Tracking Labor Budgets:** MWCC utilizes a comprehensive labor recap to meticulously track production processes. Our method directly links labor budgets to actual output, effectively preventing budget and schedule overruns. This simple, weekly tracking empowers our Forepeople and Superintendents with the knowledge and expertise to make confident day-to-day decisions, enabling quick and effective crew and course corrections.

**Billing & Accounting:** MWCC employs sophisticated systems and processes to manage all project financial aspects, ensuring transparency and accuracy:

- Billing with Oracle Textura®: We utilize Oracle Textura® for all billing operations, including efficient processing of invoices, management of lien waivers, comprehensive insurance tracking, and streamlined trade partner payment management. This ensures accuracy and compliance with contractual requirements.

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- We also use Sage 300 CRE accounting software, and we have utilized Unifer, the DEN proprietary system, and ACC (previously BIM 360).
- Integrated Accounting Systems: Our robust accounting systems integrate with project budgets, providing real-time data on all costs, including detailed breakdowns of invoices and payroll. This integration offers continuous financial oversight and robust cost control.
- Governmental Compliance: We have extensive experience with and are adept at navigating specific City requirements for payment and financial reporting. This includes expertise with Masterworks, the City's Payment of Prevailing Wages Ordinance/LCP tracker, and MWBE reporting requirements, ensuring all financial processes meet stringent governmental standards.

*MWCC Area Superintendent Austin Hendrickson, managing a gate closure airside.*

**Subcontractor Management:** Effective subcontractor management for project success starts with good selection. MWCC has an in-house database of over 9,000 subcontractors. Our preconstruction team does extensive outreach to contract MWBE subcontractors. As outlined in our EDI plan, we conduct outreach events, forums, job site visits, and meetings with multiple subcontractors to review and clarify work scopes, review pricing, material procurement, qualification, schedule, quality and safety requirements, and more. By selecting qualified MWBE subcontractors, we can eliminate the potential for failure.

As the GC, it is our responsibility to run a safe, clean, well-organized project with good flow so that each subcontractor is allowed to be productive, with a real chance to improve on cost, quality, schedule and safety. We prevent subcontractors from underperforming by continually activating the DEN/MWCC quality processes, training our subcontractors on safety, quality and schedule requirements, and operating our MW CARES program, which reinforces safe work practices and provides additional training and mentoring for MWBE subcontractors who are qualified and capable of completing the project but who may need training in DEN processes and software programs. Throughout the project lifecycle, MWCC will implement QCQA checks and audits to ensure subcontractor deliverables meet specified standards.

**Worker and Public Safety:** At MWCC, safety is not an additional consideration, it is an integral aspect of our culture. We have managed and delivered DEN and CCD projects for more than 20 years. We develop project-specific safety and security plans, including detailed strategies for maintaining public and worker safety. Here are some key components we use to manage safety through construction:

- **Job Hazard Analysis**: Analyzing the safety risks for each subcontractor and identifying the required equipment, PPE and/or alternate means & methods to safely perform each task.
- **Safety Task Assignments**: Review the daily work assignments to ensure the worker understands how to perform each task and has the tools/equipment/training to do it properly.
- **Weekly Safety Inspections**: An MWCC team member walks the job site with a checklist to find and fix any unsafe work conditions.
- **Monthly Safety Audits:** The MWCC Safety Manager walks each job site with a checklist to ensure the project site and project teams are complying with the site-specific safety plan.
- **MW CARES**: The MWCC team walks the site daily to talk (and listen) to workers about safety. We utilize the MW Craft Attitudes Reinforce Excellent Safety (CARES) program to raise safety awareness and levels of accountability for all on-site personnel.
- **Safety Training:** Ensuring our management staff and all workers on site have the appropriate

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training for equipment, PPE use, etc. is critical. MW University tracks training certificates and classes for our employees. Our team verifies training is in place with our subcontractors and requires re-training where needed. We also have site-wide Monday morning safety meetings.

**MWCC Training and Guidance Process (TAG):** MWCC uses an in-house Training and Guidance platform to define its processes and procedures and provide training to all employees through our Milender White University. TAG is a comprehensive resource for answers to questions about policies and procedures, personnel, safety, project administration and operations, purchasing and subcontracting, schedule and project planning, material, subcontractor and equipment management, and preconstruction practices. TAG also allows us to adapt to the system types and reports/documentation requirements of DEN, including the ability to transcribe all documents into DEN's preferred platforms of MS Word and Excel.

**4b. Methods used to coordinate work with other entities whose work interfaces with work performed by the Proposer**

On several of our On-Call task orders at DEN, we have worked in close proximity to other construction companies managing or performing other task orders. Routinely, we have worked near or adjacent to DEN employees and vendors performing their daily jobs. We understand the power of coordination in these circumstances, and we utilize a combination of processes and tools to maximize coordination efforts – all with the goals of increasing safety and efficiency while maintaining budget.

*Working with Designers and Engineers:* From the start, we involve design partners and key subcontractors in drawing reviews and constructability reviews. We coordinate commentary and revisions to the design via Bluebeam so that the design team and construction team can easily collaborate. This proactive approach improves quality, reduces errors and omissions, and achieves the best value. MWCC team members and key subcontractors scrub drawings to verify that all changes, accepted trend log and value engineering items, and all construction details, dimensions and materials are incorporated in the drawings before bidding.

As we transition to operations, we coordinate daily with numerous entities:

- DEN Project Management and Staff
- DEN Airlines Affairs Managers and Tenant Project Managers
- Transportation Safety Administration
- Authorities Having Jurisdiction (AHJs)
- Airline Representatives

We work with these entities and others to ensure smooth DEN operations, coordinated gate closures, proper safety and quality inspections and other needed steps to fulfill task orders. We excel at concise, clear and proactive communication to keep all entities up to date. We arrange to host inspectors ahead of time, provide lookaheads at weekly OAC meetings, and pre-plan phased site conditions and access and egress.

**AHJ Coordination**: As our dedicated DEN team knows the DEN project managers, AHJs, and DEN processes so well, we are adept in pursuing efficient ways to permit and turn over work areas and project sites with an approach that minimizes traveler and airline disruption. We coordinate with all AHJs in conjunction with the deconstruction schedule, tracking permitting requirements, utility coordination, and communication.

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***5. Describe the Proposer's ability to perform the Scope of Work and to coordinate its efforts with DEN and its other consultants.***

MWCC completed its first major infrastructure project in 2005 and has managed task orders as a prime contractor at DEN since 2010, so we are familiar with the expectations and requirements of infrastructure projects and DEN projects.

We work effectively with major engineering, design and architecture firms thanks to our emphasis on early, thorough collaboration that leverages their expertise and pairs it with our own. We have used this process on past DEN On-Call task orders, and we will use this same process for infrastructure task orders.

***a. List office addresses and total number of professional/support employees for the Proposer and each subconsultant.***

- Milender White Construction Co. has 169 professional/support employees (134 in Metro Denver).
- Our office address is 12655 W. 54th Drive, Arvada, CO 80002.

As this is an On-Call Infrastructure contract, the task orders will vary and so will the subconsultants and subcontractors. We will take a moment to note some of the subconsultants we have worked with multiple times on past DEN task orders:

*Designers:*

- Kimley-Horn, 6200 S. Syracuse Way, Suite 300, Greenwood Village, CO 80111 | 8,000+ employees
- Martin/Martin Consulting Engineers, 12499 W. Colfax Ave., Lakewood, CO 80215 | 375+ employees
- HCL Engineering, 5975 S. Quebec St., Suite 200, Centennial, CO 80111 | 71 employees
- Wong Strauch Architects PC, 820 Santa Fe Dr., Denver, CO 80204 | 6 employees

*Subcontractors:*

- Trautman and Shreve, 14805 E. Moncrieff Pl., Aurora, CO 80011 | 113 employees
- Intermountain Electric (IME), 7160 Trussville St., Denver CO 80249 | 600 employees
- Hillen Corporation, 7600 Dahlia St., Commerce City, CO 80022 | 72 employees
- Western Industrial Contractors (WIC), 25755 E. 65th Ave. Aurora, CO 80019 | 242 employees
- Independence Traffic Services, 2581 S. Richfield St., Aurora, CO 80013 | 59 employees
- Denver Concrete Works, 4640 Wadsworth Blvd., Wheat Ridge, CO 80033 | 5 employees
- VINE Laboratories, Inc., 6455 E. 56th Ave., Commerce City, CO 80022 | 20 employees
- Chacon's Construction & Transport, 7961 N. Federal Blvd. #202, Westminster, CO 80030 | 9 employees

***b. Proposers shall identify the location where work on this project would be performed. Provide an organizational chart which identifies the Proposer's key personnel and applicable subcontractors who would perform work under the Contract.***

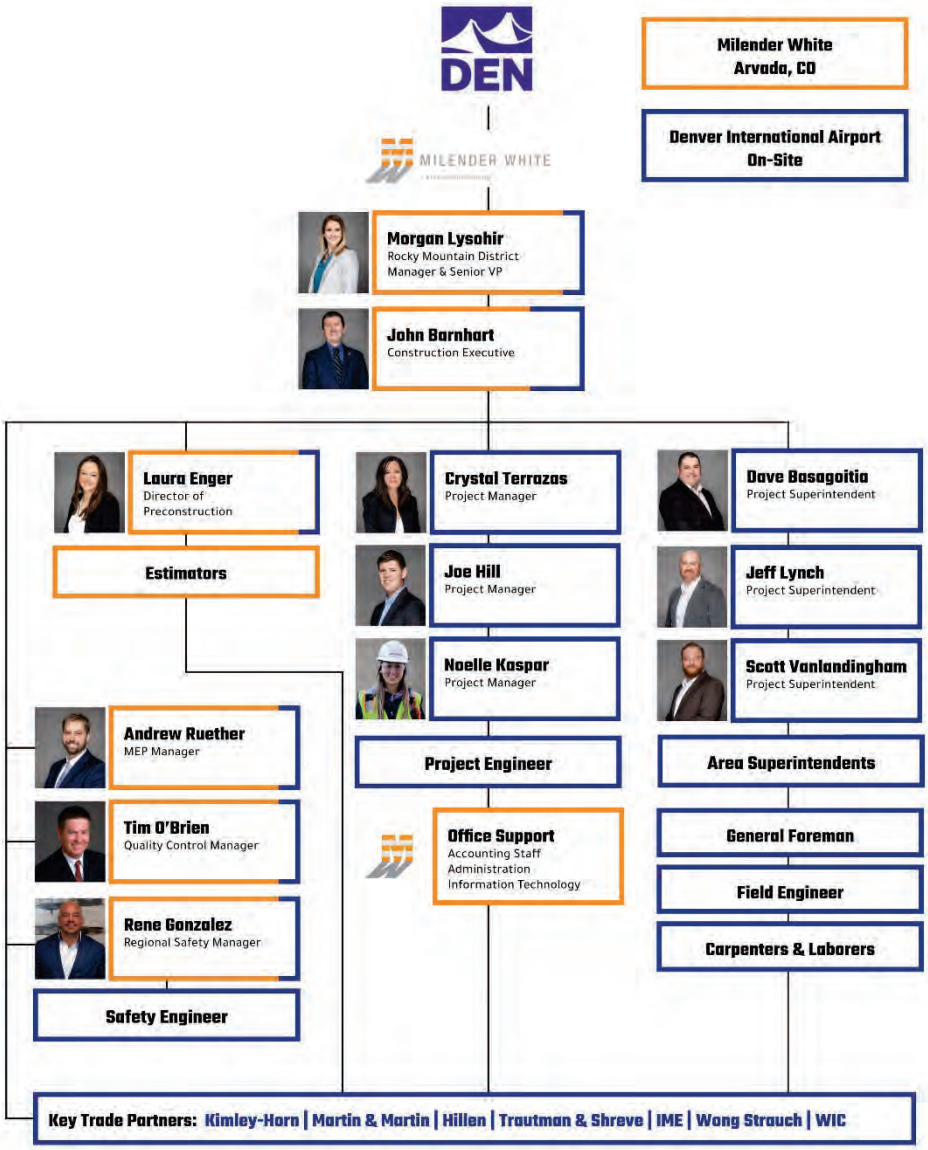
As we are a general contractor acting as construction manager for these task orders, our work will be performed at various landside and airside locations at DEN. We have our own prefabrication facility in Hudson, CO, but we do not anticipate engaging it for these infrastructure task orders.

An organizational chart appears on the following page.

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



## 5. KEY PERSONNEL & ABILITY TO RESPOND




***Describe the qualifications of each subcontractor planned to perform work.***

*Designer Qualifications:*

- Kimley-Horn: Nationally respected engineering, planning, and design consultancy offering civil engineering service, surveying, and infrastructure and transportation systems planning
- Martin/Martin Consulting Engineers: Full-service civil and structural consulting engineering firm, nationwide clients, with a civil engineering department focused on site and infrastructure design
- HCL Engineering: Civil + structural engineering, surveying + mapping, subsurface utility engineering
- Wong Strauch Architects PC: Acclaimed Denver architectural firm with extensive portfolio of work for DEN dating back to 1989, plus projects for the CCD and its agencies

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*Subcontractor Qualifications:*

- Trautman & Shreve: Mechanical, HVAC, sheet metal, and specialized piping contractor with clients across the Rocky Mountain region; commercial, industrial, public works projects
- Intermountain Electric (IME): Major design-assist and design-build contractor of power and lighting systems with a clientele across North America
- Hillen Corporation: Commercial and industrial demolition, roll-off services
- Western Industrial Contractors (WIC): Nationally recognized and contracted engineering and construction firm completing complex modernization projects within operating facilities safely, with high quality, and with minimal impact on operations
- Independence Traffic Services: Construction of traffic signals, street lighting, outdoor electrical and fiber infrastructure for cities, counties and airports
- Denver Concrete Works: Concrete works and delivery, dirt, demo, sand, road base, aggregate
- VINE Laboratories, Inc.: Materials testing, construction inspections, construction management, laboratory testing and field exploration services, founded 2003
- Chacon's Construction & Transport: Provides hauling services to contractors in the commercial and roadway/highway construction industries, founded 2004

***Describe the type of work which will be assigned to each subcontractor.***

- Kimley-Horn: Infrastructure design + planning, civil engineering, surveying
- Martin/Martin Consulting Engineers: Infrastructure design + planning, civil engineering
- HCL Engineering: Civil + structural engineering, surveying, subsurface utility engineering
- Wong Strauch Architects PC: Exterior architectural scopes
- Trautman and Shreve: Fuel piping, mechanical engineering
- Intermountain Electric: Design/construction of power and lighting systems
- Hillen Corporation: Selective demolition
- Western Industrial Contractors: Structural and mechanical engineering
- Independence Traffic Services: Traffic signals, street lighting, outdoor electrical infrastructure
- Denver Concrete Works: Concrete works and delivery, road base, aggregate
- VINE Laboratories, Inc.: Materials testing, inspections, laboratory testing
- Chacon's Construction & Transport: Hauling and transport

***Submit detailed one-page resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. Resumes must include a description of their qualifications/experience and their position and length of employment with the Proposer or subcontractor.***

Per the instructions for this RFP, resumes for proposed key staff personnel appear at the end of the proposal narrative, after Section 6.

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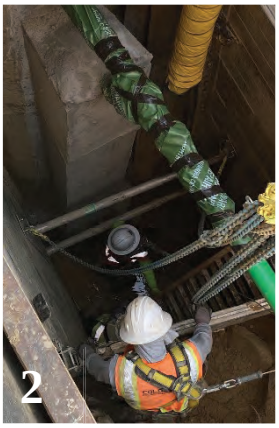
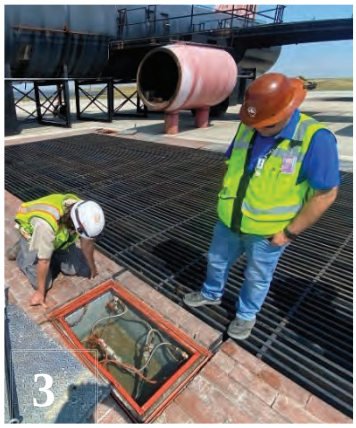
***Describe your experience providing the services detailed in the Scope of Work:***

***a. Include information on previous projects where these services have been provided.***

**Denver International Airport, Denver, CO** **Civil-Related DEN Task Orders**



**Owner**
City and County of Denver
Denver International Airport
8500 Peña Boulevard
Denver, CO 80249

**Engineers:** Varied per project

**Contract Value:** AGTS Switch Addition, $4,867,084; UPS Sewer Line Replacement, $1,181,277; ARFF Waterline Replacement, $243,497; South Campus Site Readiness, $729,177

**Outcome:** AGTS Switch Addition delivered 5/2012, UPS Sewer Line Replacement 2/2023; ARFF Waterline Replacement, 5/2022; South Campus Site Readiness, 3/2024

**Gross Fees:** Per project

**% Subconsultant Work:** 100%

MWCC has a history of delivering civil-related Task Orders for DEN. Here are four examples.

1) AGTS South Terminal Switch Addition: MWCC built and installed this while full airport and aircraft operations were underway, drilling 39 30-foot-deep micropiers to support the new foundations with only 8-9' of headroom.

2) UPS Sewer Line Replacement: MWCC constructed a new sanitary sewer line from the UPS tenant space in South Cargo Building B to the existing onsite sanitary sewer system, placing 200' of 4" sewer pipe with shoring and excavation 27' below grade for connection to the main. The repair was completed ahead of the task order duration with zero recordable injuries.

3) ARFF Waterline Replacement: MWCC's team replaced 3" PVC water line with 4" HDPE water line and replaced an original 4" PVC water line with 4" and eventually 6" HDPE pipe to reduce friction losses.

4) South Campus Site Readiness: MWCC's project team demolished and cleared the South Campus area, removing all utilities (water, sewer, electrical) plus all light poles, electrical panels, meters, transformers, switch cabinets and fences. Asphalt lots and concrete ramps at the site were broken up, taken away and recycled and backfill and grading was also performed.

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## Mines Park Village, Golden, CO — Design-Build "Village" Infrastructure

**Developer**
Capstone Development Partners
402 Office Park Dr.
Birmingham, AL 35223
Yvette Tetreault, Vice President
617.999.5951
ytetreault@capstonemail.com

**Civil Engineer**
Martin/Martin
12499 W. Colfax Avenue
Lakewood, CO 80215
Chelsy Clark-Supinski, PE
303.431.6100
cclark@martinmartin.com

**Contract Value:** $8,028,716

**Outcome:** Delivered 7/2025

**Gross Fees:** Per project

**% Subconsultant Work:** 100%

Milender White Construction Co. (MWCC), as a design-build CM/GC, managed both infrastructural and vertical construction at Mines Park Village, which included an $8M design-build infrastructure project on a 14-acre site in support of student housing. MWCC provided integrated construction services from preconstruction through completion. To create student housing with the look of a market-rate apartment community, MWCC and its trade partners installed improved roads and sidewalks, new detention and stilling basins and spillways, and new landscaping and hardscaping with a focus on sustainability.

On-site challenges required in-house knowledge and experience working with existing underground utilities to ensure new infrastructure was installed safely and on time. Extensive coordination with city officials, civil engineers and third-party inspectors to ensure designed flow lines, routing plans and ADA-compliant sloping was accomplished with existing conditions. MWCC coordinated the construction with the Colorado School of Mines, City of Golden Building Division, City of Golden Public Works Department, Xcel Energy and the Colorado Department of Public Health & Environment. MW partnered with these agencies on campus and neighborhood communications and website updates. Overall, MWCC managed earthwork, surveying, site utilities, concrete sidewalks, curb and gutter and utility infrastructure, asphalt paving, demolition, mill and overlay, parking lot striping, landscaping and irrigation, draining of a detention basin, and addition of new detention and stilling basins. Architectural concrete seat walls, planters, light pole bases and trash enclosure structures provide additional landscape appeal.

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## 36th & Downing 2-Way Conversion, Denver, CO — Phased Infrastructure Project

**Owner**
City and County of Denver
201 W. Colfax Ave.
Denver, CO 80202

**Engineer**
Entitlement and Engineering Solutions, Inc.
3801 E. Florida Ave., Suite 425,
Denver, CO 80210

*Amanda O'Connor, President*
*303.210.0222*
aoconnor@ees.us.com

**Contract Value:** $2,064,223

**Outcome:** Delivered 5/2021

**Gross Fees:** Per project

**% Subconsultant Work:** 100%

The 36th and Downing 2-Way Conversion project, also called the Lawrence Swoop, transformed sections of Downing Street and North Marion Street to two-way streets with signalized lights and bike routes. Milender White completed this civil project in four phases.

Work included the installation of sidewalks, new alley entrances, new sewer mainline, new curb, gutter and sidewalks and paving at the intersection of Downing, 36th and Larimer. Two new traffic lights and pedestrian signals at the intersection of Lawrence, Downing and 25th were installed, plus lights on Downing and Walnut. Additional paving, signage and restriping on Downing and Marion were done to support two-way traffic.

Previously, this part of northeast Denver was dangerous for both drivers, cyclists and walkers. The City had included these streets its High Injury Network (HIN) – a roster of streets representing just 5% of Denver's roads, but responsible for 50% of its traffic deaths. Pedestrians, especially children and seniors, were vulnerable. This project addressed these concerns, making a safer intersection for everyone.

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***b. Discuss methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task.***

**Methodology:** The right approach to infrastructure work starts with effective surveying and locating of site features, visible and below-grade utilities, site encumbrances/easements, and property boundary information. Construction plans should include a demolition plan, horizontal control plan, and grading plan. New water quality or detention facilities and a Stormwater Management Plan (SWMP) plan may be necessary depending on the nature of the project. The designers on the project and MWCC review submittals for compliance and alignment with project specifications and design intent.

**Challenges:** Airport upgrades admittedly differ from other infrastructural upgrades in the level of security involved, the potential distance of staging and worker parking areas from the actual jobsite, and the need to coordinate work with specific air carriers, the TSA and FAA. That said, there are commonalities shared with other types of flatwork – the need for precise phasing to accommodate traffic patterns, the probability of night work, the risk of extended waiting times for locating services, the mitigation of environmental hazards during excavation. MWCC has met these and other challenges regularly, and successfully.

**Lessons Learned:** Based on past experience, MWCC strives to involve representatives from DEN and agencies such as Xcel, Denver Water, Denver Fire Department and Denver Wastewater as early as possible in a project to interface with MWCC and project designers and subcontractors. We also prioritize high-quality surveying, locating and soils testing to avoid discovery of utilities that risk being missed on outdated maps, decades-old fuel tanks and storage tanks, and contaminated soils.

**Assistance Needed from the Client:** DEN has been a great partner providing guidance and support to MWCC for 15 years of On-Call task orders. As a CM/GC, we value the assistance DEN project managers provide to us with regard to coordination with airlines, DEN vendors and other GCs working in adjacent areas of the airport, and we look forward to more of this assistance in the future.

*The AGTS South Terminal Switch Addition Task Order (showing the cut-through at baggage handling)*

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Exhibit L

## Morgan Lysohir, LEED® AP BD+C

Vice President & District Manager (Rocky Mountain)

18 Years of Experience
M.S., Construction Engineering & Management, Univ. of Colorado Boulder
B.S., Structural Engineering, University of Florida

As Vice President & District Manager, Morgan strives for operational excellence while maintaining long-term relationships with owners and partners. Highly organized, detail-oriented and analytical, she is recognized for her ability to resolve design and compliance issues early in a project's evolution to best meet the vision and goals of owners.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| OSO,<br>Denver, CO | 9-story, 336,074 sq.ft., 266 units with 259 parking | Palisade Partners | $78.3M |
| Stout Street Recuperative Care Center and Legacy Lofts<br>Denver, CO | 9-story assisted living and recuperative care facility; 98 units of rental housing and 75 beds of assisted living | Colorado Coalition for the Homeless and Renaissance Housing Corp. | $36.3M |
| Novel RiNO<br>Denver, CO | 646,417 sq. ft. mixed-use development with 483 units in two buildings. Bldg. one is a five-story type IIIA wood frame; bldg. two is 12-story, type IA concrete frame and type IIA Infinity frame. | Crescent Communities | $136.8M |
| Capitol Square Apartments<br>Denver, CO | 138,820 sq. ft. 10-story office complex, cast-in-place post-tensioned concrete, with five-levels above-ground parking. | Mile High Development & Brinshore Development | $23.4M |
| The Aliso, Los Angeles, CA | 685,121 sq. ft., mixed-use development, 472 apartment units and one level of underground and two levels of above-ground parking for 774 vehicles | Brookfield / Legendary Partners | $129.2M |
| Denver International Airport Concourse C West, Five (5) Gate Expansion, Denver, CO | 78,000 sq. ft. core and shell expansion to add an additional five gates and basement utility space, LEED Gold | City & County of Denver Department of Aviation | $11.6M |
| DIA AGTS South Terminal Switch Addition, Denver, CO | 63,000 sq. ft. of improvements in multiple locations of Jeppesen Terminal on Levels 3 and 4 | City & County of Denver Department of Aviation | $4.8M |

### References

**Kevin Farrell, President, COO**
Fifield Companies | 312.424.6202

**Jeff Rulon, Vice President of Operations**
PLC / Christopher Homes | 714.785.9341

**Isabelle Lockwood, Sr. Development Assoc.**
AMLI Residential | 303.799.4033

**Dan Craine, Principal**
Craine Architecture | 720.939.1139

**Jeff Smith, Principal**
Tryba Architects | 720.947.5408

**Shannon Cox Baker, President**
Rivet Development | 3303.709.9147

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MILENDER WHITE

## Albus Brooks

Vice President of Business Development & Public Affairs

20 Years of Experience
B.A., University of Colorado Boulder
M.B.A., Daniels College of Business, University of Denver

Albus has a long-standing history of supporting community development and providing servant leadership in Denver. He served for eight years on Denver City Council for District 9 and two terms as City Council President. He also served as the Director of the Issachar Center for Urban Leadership and as the Outreach and Political Director for John Hickenlooper's Governor's campaign. As Vice President of Business Development and Public Affairs, Albus helps guide Milender White's legacy of developing and constructing equitable and inclusive projects across Colorado and Southern California. He is an Aspen Institute Rodel Fellow, a member of the Marshall Memorial Fellowship and a national leader on urban issues and innovative housing opportunities facing cities

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| DEN On-Call Construction Contract | 6+ task orders (2021- present) | Denver International Airport (DEN) | Varies |
| OSO,<br>Denver, CO | 9-story, 336,074 sq.ft., 266 units with 259 parking | Palisade Partners | $78.3M |
| Stout Street Recuperative Care Center and Legacy Lofts<br>Denver, CO | 9-story assisted living and recuperative care facility; 98 units of rental housing and 75 beds of assisted living | Colorado Coalition for the Homeless and Renaissance Housing Corp. | $36.3M |
| Capitol Square Apartments,<br>Denver, CO | 6-story, 103-unit affordable housing development totaling 120,405 sq. ft. with amenities and parking. | Mile High Development | $24.1M |
| Rose Andom Center,<br>Denver, CO | 75,759 sq. ft. renovation of 3-story, precast building to include office and meeting space and non-acute medical care | Denver Justice Council | $6.8M |
| Denver International Airport Concourse C West, Five (5) Gate Expansion, Denver, CO | 78,000 sq. ft. core and shell expansion to add five gates and basement utility space, LEED Gold | Denver International Airport | $11.4M |
| Colorado Convention Center | Approved funding for 80,000 sq. ft. expansion and best-in-class technology for indoor and outdoor convention space | City and County of Denver | $300M |

### References

**Walter Isenberg, President & CEO**
Sage Hospitality Resources | 303.595.7200

**Brad Buchanan, CEO**
National Western Center Authority | 720.707.0670

**Michael Hancock, CEO**
Hancock Global LLC | michaelbhandcock@globalllc.com

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MILENDER WHITE

## John Barnhart, LEED Green Associate

Construction Executive

19 Years of Experience

B.S., Construction Management, Colorado State University

As Construction Executive, John is involved in every phase of the project – from preconstruction planning and budgeting to construction oversight and final closeout – ensuring consistency, communication, and quality at every step. Throughout his tenure at Milender White, John has managed a wide range of urban and mountain developments, including numerous high-rise residential, affordable housing, and hospitality projects. His deep understanding of construction logistics, regulatory environments, and stakeholder coordination makes him a trusted partner for clients seeking seamless project execution. John's management ability and team approach play a vital role in the success of all projects under his leadership.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| DEN B60 Area Concourse Level Restroom Renovation, Denver, CO (25-001) | Selective demolition and reconstruction of existing restrooms on Concourse B | Denver International Airport (DEN) | $4.6M |
| DEN BCON RMES Kiosks, Denver, CO (24-041) | Relocation + upgrades of 27 RMES phone kiosks | Denver International Airport (DEN) | $810K |
| DEN TJET PLB Replacement, Denver, CO (23-036) | Life safety upgrades to gates and pedestrian loading bridge replacements | Denver International Airport (DEN) | $4.2M |
| DEN Business Technologies Office Renovation, Denver, CO (23-018) | Renovation of DEN Concourse A office space; active public location | Denver International Airport (DEN) | $714K |
| DEN Overhead Door Replacements, Denver, CO (23-017) | Removal, installation of overhead doors at 3 DEN concourses; exterior building envelope, electrical modifications | Denver International Airport (DEN) | $1.6M |
| DEN Fire Station #35 Building Envelope Repair, Denver, CO (23-010) | Repairs to and restoration of building envelope and façade | Denver International Airport (DEN) | $834K |
| DEN South Campus Readiness Denver, CO (23-005) | Demolition and removal/modification of underground utilities, backfill and surface restoration; design-build | Denver International Airport (DEN) | $729K |

### References

**James Ford, Managing Director, Construction**
Greystar | ***281.850.3292***

**Tobias Strohe, Partner**
JNS Architecture | ***303.892.7062***

**Steven Toebben, Supervisor of Facility Design & Construction**
Denver International Airport | ***720.438.0941***

**Todd Goulding, Owner's Rep**
Goulding Development Advisors LLC
***970.331.1732***

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# Laura Enger

Director of Preconstruction

12 Years of Experience
B.S., Architectural Engineering, University of Texas

Laura leads preconstruction pursuits and management services for MWCC including scheduling and subcontractor buyout. She makes it a goal to ensure the best product is delivered to clients by maintaining strong relationships with the subcontractor market. Laura is known for the creative approaches she takes to enhance and value-engineer a project's design as she finds the most cost-effective solutions for owners. From the conceptual phase through the final GMP, Laura's strengths in analytic thinking and solution-oriented approaches provide great value to the entire project team.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| OSO<br>Denver, CO | 9-story, 336,074 sq. ft., 266 units with 259 structured parking stalls | Palisade Partners | $78.3M |
| Stout Street Recuperative Care Center and Legacy Lofts, Denver, CO | Nine-story assisted living and recuperative care facility with 98 units of rental housing and 75-bed assisted living | CO Coalition for the Homeless | $36.3M |
| Nest56 at Denargo Market<br>Denver, CO | 45,517 square-foot, five-story Type V podium apartment building utilizing prefabricated wood wall panels, 56 units, affordable housing for unhoused youth | Rivet Development Partners & Pennrose | $17.3M |
| Capitol Square Apartments<br>Denver, CO | 6-story, 103-unit affordable housing development totaling 120,405 sq. ft. with amenities and parking. | Mile High Development | $23.4M |
| Broomfield Town Square<br>Broomfield, CO | New downtown for Broomfield community including a town square, performance areas, public park and plaza and central market. 90,417 sq. ft. of retail, 312 housing units, 140 affordable adult units | MW Affiliates and City Street Investors | $246M |
| Novel RiNo, 40th & Walnut<br>Denver, CO | 646,417 sq. ft. mixed-use development with 483 units in two buildings. Bldg. one is a five-story type IIIA wood frame; bldg. two is 12-story, type IA concrete frame and type IIA Infinity frame. | Crescent Communities | $136.8M |

## References

**Matt Mueller, Development Director**
Maryland Creek Ranch / Palisade Partners | 720.202.1998

**Dan Craine, Architect AIA NCARB**
Craine Architecture | 720.939.1199

**Chris Viscardi, Director of Development**
Kentro Group | 970.214.2173

**Jeff Foster, Senior Project Manager**
McCaffrey | 312.953.0147

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Exhibit L

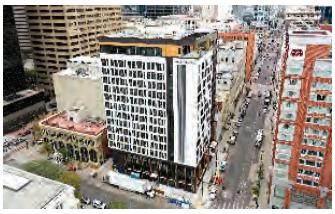
## Andrew Ruether

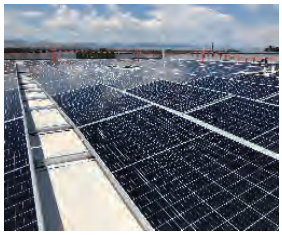
MEP Manager

11 Years of Experience
B.A. English, Colorado State Univ.; M.A. English, Univ. of Buffalo
Independent Electrical Contractors Rocky Mountain Program

As MEP Manager, Andrew oversees the coordination of mechanical, electrical, and plumbing systems throughout all MW projects. His responsibilities include managing shop drawings, coordinating product data, and ensuring all materials and equipment are procured, delivered, and installed in accordance with project specifications and timelines. Andrew also ensures that all MEP components meet spec requirements and facilitates the resolution of punch list and warranty items post-construction, ensuring seamless project completion.
.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| DEN On-Call Construction Contract | 6+ task orders (2021- present) | Denver International Airport (DEN) | Varies |
| NOVEL Uptown, Denver, CO | 10-story, 339,000 sq. ft. mixed-use project, 261 units, Type I hybrid concrete/metal high-rise | Crescent Communities | $103.3M estimated |
| Denver Metro Village, Denver, CO | New 4-story, precast structure at-grade with 19 affordable senior residential units, covered parking & 7,900 sq. ft. of amenity/retail space; phased renovation of 191 units in an 18-story tower | Denver Metro Village, Inc. | $30.6M |
| Hyatt Centric, Denver, CO | 154,298 sq. ft. 15-story hotel, Infinity superstructure over one underground utilities level | Magna Hospitality Group | $49.6M |
| Denver Public Schools Solar Program Denver, CO | New power generation systems, totaling 2111.7KW rooftop solar on eight DPS school buildings throughout the district | Denver Public Schools & McKinstry Energy | $1.5M |
| Boulder County Justice Center Addition, Boulder, CO | 9,000 sq. ft., two-story addition of office space and remodel of 9,800 sq. ft. of existing office space | Boulder County Building Services | $5.3M |





### References

**Martin Marino, Master Electrician**
Boulder County Building Services | 303.441.3525

**Karl Yoder, President**
Yoder Electrical | 970.581.3722

**Maria Michels, Owner**
Denver Metro Village, Inc. | 505.228.0525

**Harsh Parikh, Owner**
Santulan Architecture | 303.588.7558

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# Tim O'Brien

Quality Control Manager

28 Years of Construction Experience
B.S., Business, B.A., Fine Arts, Regis University

Registered Roof Observer (RRO), IIBEC
Certified Home Inspector, InterNACHI

Tim serves as the Quality Control Manager at Milender White, providing construction observation services to support quality assurance and quality control efforts across all projects. He reviews project plans, specifications, and contract documents to identify constructability concerns and potential deficiencies. Tim's responsibilities include evaluating active work areas in accordance with Milender White's Six-Step Quality Control Process. In his role, Tim fosters continuous learning and facilitates discussions within project teams to promote quality and safe work practices. He plays a key role in refining and standardizing company-wide QA/QC processes, ensuring that all MW projects meet high standards of workmanship. His duties also include aligning procedures with industry and company standards, conducting internal QA/QC reviews and inspections to maintain quality, tracking key metrics, and producing detailed technical reports.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| Mines Park Housing (23-014)<br>Golden, CO | Design-build student housing project on 14 acres, 4-5 story buildings utilizing in-house wood panelization combined with CLT, 238 new units providing 1,000 beds, café, fitness center & study lounge | Capstone Development Partners | $110.3M |
| Rally Flats (23-009)<br>Boulder, CO | Wood frame, 3-building courtyard, affordable housing development, 525 sq. ft. studios up to 1100 sq. ft. two-bedroom units, 82 parking spaces, flex space for dog walking, exercise & gathering | Boulder Housing Partners | $36.7M |
| DEN FS #35 (23-010)<br>Denver, CO | Repairs to and restoration of building envelope and façade | Denver International Airport (DEN) | $835K |
| OSO (22-007)<br>Denver, CO | 9-story, 336,074 sq. ft., 226 units with 259 parking stalls | Palisade Partners | $78.6M |

## References

**Christian Stover, Vice President**
Marx/Okubo Associates, Inc | *720.644.5685*

**Clyde J Lundeen, Owner**
New Windows for America | *303.951.7876*

**Sarah Strauch, Director of Accessibility Services**
Marx/Okubo Associates, Inc | *720.644.5696*

**Bill Geisheker, Building Enclosure PM**
Group 14 Engineering, PBC | *720.386.8882*

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MILENDER WHITE

# Rene Gonzalez

Regional Safety Manager – Colorado (Bilingual)

25 years of experience

Certified Health and Safety Technician (CHST)
OSHA 500 Certified (OSHA 10/30 Construction)
NFPA 70E | First Aid CPR AED Instructor | CDOT Flagger Instructor
Advanced Stormwater Manager (CO) | NCCER Master Trainer
Translator/Interpreter | U.S. Army, 1986-1991 (Desert Storm)

As head of Milender White's Rocky Mountain district safety department, Rene is responsible for performing construction jobsite audits and acceptance walk-throughs under OSHA, and he develops and delivers general industry and construction safety education classes and awareness programs for all MW personnel. He leads the MW CARES Program, which trains jobsite leaders to observe, correct, prevent and report unsafe acts, behaviors or conditions systematically while recognizing and reinforcing safe acts, thereby increasing awareness, pride and ownership of continued practices. Rene also provides training in CPR/First Aid, Aid/AED, OSHA 10-Hour and 30-Hour, equipment certifications and various hazard recognition training in English and Spanish to all MW management and field personnel.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| DEN B60 Area Concourse Level Restroom Renovation, Denver, CO | Selective demolition and reconstruction of existing restrooms on Concourse B | Denver International Airport (DEN) | $4.6M |
| DEN BCON RMES Kiosks, Denver, CO | Relocation + upgrades of 27 RMES phone kiosks | Denver International Airport (DEN) | $810K |
| DEN TJET PLB Replacement (23-036), Denver, CO | Life safety upgrades to gates and pedestrian loading bridge replacements | Denver International Airport (DEN) | $4.2M |
| DEN BT Reno (23-018) Denver, CO | Renovation of DEN Concourse A office space; active public location | Denver International Airport (DEN) | $714K |
| DEN OH Door (23-017) Denver, CO | Removal, installation of overhead doors at 3 DEN concourses; exterior building envelope, electrical modifications | Denver International Airport (DEN) | $1.6M |
| DEN South Campus (23-005) Denver, CO | Demolition and removal/modification of underground utilities, backfill and surface restoration; design-build | Denver International Airport (DEN) | $692K |

## References

**David Lueders, Executive Vice President**
Haselden Construction | 303.751.1478

**Amanda Sparks, HR Manager**
Haselden Construction | 720.537.0660

**Brad Gassman, Safety Director**
AGC of Colorado | 303.388.2422

**Jessica Palmer, Office Manager**
BIC Painting | 303.495.4700

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



MILENDER WHITE

# Crystal Terrazas

Project Manager

15 Years of Experience
Construction Management Program, Colorado State University
B.S., Business, Metropolitan State University of Denver
OSHA 30 Certification

In her role, Crystal is responsible for a project's overall management. Crystal has extensive experience in all phases of construction management, including initial feasibility studies, project definition and planning, project execution, life cycle monitoring, and project close-out and final budget. Her knowledge encompasses conceptual budgeting, planning and overseeing self-perform operations, trade partner buyout, trade partner field management, contract and warranty administration, and monitoring the procurement and manufacturing process to expedite and ensure the timely delivery of materials and equipment. Crystal's leadership is focused on safety, schedule and quality performance standards throughout a project's duration. She supports innovative techniques and technologies to help achieve the highest satisfaction, quality and overall cost savings.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| DEN B60 Area Concourse Level Restroom Renovation, Denver, CO | Selective demolition and reconstruction of existing restrooms on Concourse B | Denver International Airport (DEN) | $4.6M |
| DEN BCON RMES Kiosks, Denver, CO (24-041) | Relocation + upgrades of 27 RMES phone kiosks | Denver International Airport (DEN) | $810K |
| DEN TJET PLB Replacement (23-036), Denver, CO | Life safety upgrades to gates and pedestrian loading bridge replacements | Denver International Airport (DEN) | $4.2M |
| DEN Business Technologies Office Renovation (23-018), Denver, CO | Renovation of DEN Concourse A office space; active public location | Denver International Airport (DEN) | $714K |
| DEN Overhead Door Replacements (23-017), Denver, CO | Removal, installation of overhead doors at 3 DEN concourses; exterior building envelope, electrical modifications | Denver International Airport (DEN) | $1.6M |
| DEN Fire Station #35 Building Envelope Repair (23-010), Denver, CO | Repairs to and restoration of building envelope and façade | Denver International Airport (DEN) | $834K |
| DEN South Campus Readiness (23-005), Denver, CO | Demolition and removal/modification of underground utilities, backfill and surface restoration; design-build | Denver International Airport (DEN) | $692K |

## References

**Bradley Frederick, Project Manager**
DEN | 303.803.5212

**Juan Lucero, SVP, Business Technologies**
DEN | 303.476.0259

**Gustavo D. Rendon, Compliance Project Mgr.**
DEN | 303.342.27007

**Travis W. Speakman, Administrative Captain**
Denver Fire Department | 720.799.3662

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit L

## Joe Hill

Project Manager

9 Years of Experience

As Project Manager, Joe is responsible for overall project management activities including buyout, budget management and change coordination. He also coordinates between ownership consultants and trade partners to ensure safety, quality, and schedule milestones are met. Joe puts emphasis on team building and collaboration to creatively push items to a resolution and encourages consistent communication between all team members.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| Mines Park Village, Golden, CO | A quartet of four and five-story buildings, utilizing different methods of wood framing, offering 283 units, 290,782 sq. ft., providing 1,000 beds of student housing, a cafe, fitness center and study lounge | Capstone Development Partners | $110.2M |
| Nest56 at Denargo Market Denver, CO | 45,517 square-foot, five-story Type V podium apartment building utilizing prefabricated wood wall panels, 56 units, affordable housing for unhoused youth | Rivet Development Partners & Pennrose | $17.3M |
| AVI at Olde Town Arvada, CO | Affordable housing, 72 one-bedroom and 28 two-bedroom apartments, with 5% designated Type A units, 120,747 sq. ft., 82 parking stalls, indoor and outdoor gathering spaces and a leasing office | Foothills Regional Housing | $26.1M |
| AMLI Broadway Park Denver, CO | Mixed-use development with 375 units, 14,500 sq. ft. of retail and a 520-space podium parking garage. Five-story, type IIIA construction above two levels of type IA podium and one level of below-grade parking. | AMLI Residential | $95.1M |
| Parc Mosaic, Boulder, CO | 226-market rate apartments in (5), three-story buildings with a below-grade garage with 300 spaces, LEED for Homes certification | Aimco | $77.8M |
| 28th & Canyon Redevelopment Boulder, CO | 172,716 sq. ft.- Embassy Suites, 95,452 sq. ft. - Hilton Garden Inn and a 216,440 sq.ft. underground parking garage | SALA, LLC | $92.5M |

### References

**Gavin McNiven, Sr. Director of Development**
Aimco | 303.746.5218

**Shannon Cox Baker, Regional VP**
Pennrose | 720.307.8151

**Isabelle Lockwood, VP of Development**
AMLI Residential | 781.640.9169

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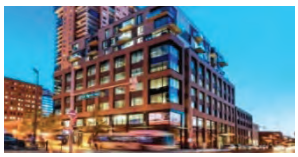
# Noelle Kaspar

Project Manager

6 Years of Experience
A.A., Construction Management
Austin Community College

Noelle is responsible for a project's overall, day-to-day management and has extensive experience in all phases of construction management including conceptual budgeting, hard bid estimating, design-build estimating and management, planning and overseeing self-perform operations, trade partner buyout, trade partner field management, contract administration, project close-out and warranty administration. Her leadership is focused on upholding safety, schedule and quality performance standards throughout a project's duration, and she supports new techniques and technology to help achieve the highest satisfaction, quality and overall cost savings.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| DEN B60 Area Concourse Level Restroom Renovation, Denver, CO | Selective demolition and reconstruction of existing restrooms on Concourse B | Denver International Airport (DEN) | $4.6M |
| DEN BCON RMES Kiosks, Denver, CO (24-041) | Relocation + upgrades of 27 RMES phone kiosks | Denver International Airport (DEN) | $810K |
| DEN ABCCON Paramedic Relocation (23-018), Denver, CO | Relocating/remodeling paramedic offices in DEN's A, B and C Concourse | Denver International Airport (DEN) | $2.9M |
| DEN TJET PLB Replacement (23-036), Denver, CO | Life safety upgrades to gates and pedestrian loading bridge replacements | Denver International Airport (DEN) | $4.2M |
| Modera Golden Triangle, Denver, CO | 8-story, 323-unit, 489,622 sq. ft. multifamily building, Type III-A, 4,500 sq. ft. of retail | Mill Creek Residential | $95.1M |
| DEN ARFF Water Line Replacement (23-005), Denver, CO | Replacement of failing water lines in ARFF water deluge system | Denver International Airport (DEN) | $243K |



## References

**Alex Stein, Senior Project Manager**
BLD Group | 720.415.5423

**Sarah Linback, Associate Principal**
JNS | 303.895.3035

**Frank Valenzuela, Project Director**
Greystar | 917.283.1506

**James Graham, Project Architect**
Davis Partnership Architects | 720.245.6097

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MILENDER WHITE

## Dave Basagoitia

Project Superintendent

23 Years of Experience
B.S., Business Administration, Colorado Mesa University

Dave is responsible for overall field direction of construction activities including schedule, budget, safety, quality and management of the construction team. His duties include implementing the highest site safety standards in the industry, extensive quality control programs, resource-loaded scheduling, phasing and logistics planning, fully compliant environmental compliance programs and coordination of multiple trades and subcontractors.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| Hyatt Regency Denver Convention Center, Denver, CO | Renovation of 1,100 guest rooms + renovation and new construction in public spaces in 38-story hotel | Denver Convention Center Hotel Authority | $40.1M |
| DEN TJET PLB Replacement (23-036), Denver, CO | Life safety upgrades to gates and pedestrian loading bridge replacements | Denver International Airport (DEN) | $4.2M |
| AMLI Broadway Park, Denver, CO | Mixed-use development with 375 units, 14,500 sq. ft. of retail and a 520-space podium parking garage. Five-story, type IIIA construction above two levels of type IA podium and one level of below-grade parking. | AMLI Development Co. | $95.1M |
| Parq on Speer, Denver, CO | 306 units within a 16-story building with 5 levels of underground parking, 23,400 sq. ft. of retail and amenities | Greystar | $124.4M |
| Denver Union Station Mixed-Use Redevelopment, Denver, CO | Design-build renovations & additions to the 153,000-sq ft historic building including 112-room independent Hotel & 22,000 sq ft of retail, LEED Certified | Regional Transportation District (RTD) and Union Station Alliance (USA) | $44.9M |

### References

**James Ford, Managing Director - Construction**
Greystar **|** 281.850.3292

**Sarah Lara, Owner's Rep/Construction Manager**
Artaic Group **|** 720.818.2417

**Norrie Boyd, Development Director**
Workforce Housing @ Alterra **|** 303.441.1506

**Dan Ezra, Senior Managing Principal**
DAE Construction Services **|** 720.936.5613

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MILENDER WHITE

## Jeff Lynch

Project Superintendent

25 Years of Experience

Jeff is responsible for the overall coordination and completion of all aspects of a project, including communication with owners, trade partners, architects that leads to outstanding service and results in safety, schedule, quality, financial management, risk management and client satisfaction. Jeff conducts job site trade coordination meetings and works with trade partners to monitor performance and to ensure adherence to quality standards, procedures and safety requirements. He develops and updates the CPM schedule, ensures all safety measures are implemented, manages the QA/QC program, ensures budget management, and develops bid and preconstruction schedules, phasing and logistics plans for project success.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| Mines Park Village, Golden, CO | A quartet of four and five-story buildings, utilizing different methods of wood framing, offering 283 units, 290,782 sq. ft., providing 1,000 beds of student housing, a cafe, fitness center and study lounge | Capstone Development Partners | $110.2M |
| Fourth North Metro District, Silverthorne, CO | Street, sidewalk improvements, new concrete parking garage, trails | Milender White & Town of Silverthorne (PPP) | $15.8M |
| 36th and Downing, Denver, CO | Conversion of Downing and North Marion Street to two-way with network of signalized lights and bike routes | City of Denver Dept. of Transportation | $2M |
| Parq on Speer, Denver, CO | 799,265 sq. ft., 16-story building, 306 multifamily units, four levels of structured parking and 12,538 sq. ft. of retail space | Greystar | $121.3M |
| Olde Town Arvada Transit Hub, Arvada, CO | 220,000 sq. ft., 4-level post-tension parking structure serving the Arvada light rail station | City of Arvada | $29M |
| Kittredge West and Central, Boulder, CO | Design-Build renovation of Kittredge West, 74,000 sq. ft., demolition of Kittredge Commons and construction of new 97,000 sq. ft. central building with 537 dorm rooms and classrooms | University of Colorado Boulder | $44M |

### References

**Mark Zeylmaker, Vice President**
Landtech Contractors, Inc. | 719.499.6850

**Justin Akin, Superintendent**
Power Design | 727.200.0398

**Justin Cole, Owner**
Len's Excavating | 303.956.1305

**Erich Thiesies, Superintendent**
Diversified Builders | 303.598.0980

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MILENDER WHITE

## Scott Vanlandingham, LEED AP

Project Superintendent

23 Years of Experience
Architecture, Architectural Engineering and Business, University of Nebraska – Lincoln & Omaha

Scott is responsible for overall field direction of construction activities including schedule, budget, safety, quality and management of the construction team. His duties include implementing site safety standards, quality control programs, resource loaded scheduling, phasing, logistics planning and environmental compliance. Scott actively participates in BIM modeling and preconstruction meetings and is responsible for job diaries and project record keeping, planning and management of self-perform work.

| Project Name | Project Size / Type | Owner | Contract Value |
|---|---|---|---|
| Modera Golden Triangle, Denver, CO | 8-story, 323-unit, 489,622 sq. ft. multifamily residential building, Type III-A, 4,500 sq. ft. of retail | Mill Creek Residential | $95.1M |
| Fourth Street Crossing, Silverthorne, CO | 421,741 sq. ft 22-story concrete structure. Mixed-use residential community. 351 apartment units. 74 parking spaces for residents. | X Denver 3.0 Investment, LLC | $87.5M |
| The Fitzgerald, Denver, CO | 11-story Type I-B project in Lower Downtown Denver (LoDo); 282 residential units with 66 varied unit types and 304 parking stalls. | Greystar | $116.3M |
| Parkside at City Center, Aurora, CO | Mixed-use development with 23,500 sq. ft. of stand-alone retail and a 216-unit wrap multifamily complex with an additional 11,500 sq. ft. of ground-floor retail | Parkside Aurora, LLC | $54.4M |
| Platte Valley Homes, Denver, CO | 18 new units serving seniors and substantial rehabilitation of 50-existing units serving low income families | Denver Housing Authority | $15.7M |
| The Carillon at Belleview Station, Denver, CO | 139 units of assisted / independent living, 24 memory care units, six story concrete frame structure, basement level garage | MGL Partners | $36.3M |
| University of Colorado Boulder, Kittredge Central & Commons, Boulder, CO | Design/build, multi-project, mixed-use facility, 103,554 sq. ft., 264 beds of student housing, classrooms and retail; LEED Gold | University of Colorado Boulder | $38M |

### References

**Greg Glade, Principal**
MGL Partners | 303.947.2515

**Harsh Parikh, President**
Parikh Stevens Architects | 303.588.7558

**Dan Ezra, Senior Managing Partner**
DAE Construction Services | 720.936.5613

**Dan Wallace, Senior Project Manager**
Greiner Electric | 719.466.8515

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*Subcontractor Experience (Selected Leaders):*

**Frank Montoya** oversees Trautman & Shreve's work at DEN. His team has had long-standing success that has led to years of repeat business and a healthy portfolio of projects. Most recently Frank and his team have been integral in multiple concourse expansion projects, jet fuel projects, and the Great Hall Renovation project. During his 15 years at Trautman, he has served in two positions: vice president and vice president of DEN operations. Prior to joining Trautman, he was vice president of Chavez Sheet Metal for 23 years; he is responsible for introducing sheet metal as a trade at Trautman.

**Kevin Sullivan**, Wong Strauch Architects' President and proposed Project Advisor for this On-Call Infrastructure contract, has worked on DEN projects since 1989, being a part of the original Concourses Design Team. Since 2002, Kevin has worked on projects for DEN, United Airlines, Southwest Airlines, Delta Airlines and Frontier Airlines at the airport. Kevin's recent DEN experience has been on the CEP projects working with the HNTB Team on all aspects of design, documentation and Construction Administration for A West, B West and the AEGL Expansion.

**Amy Norwood** founded VINE Laboratories, Inc. in 2003 and has served as its President for 22 years, shortly after graduating with master's degrees in construction management and real estate capital management from the University of Denver. Under her leadership, VINE provides specialized construction engineering services for major construction firms across the Front Range, Midwest and Western U.S.

**Charles Harding**, IME's Director of Safety, frequently works with MWCC on DEN task orders and has been with the company since 2001. He began his career as a licensed journeyman electrician, giving him a strong foundation in the field and a clear understanding of the environments he now helps protect. Today, he leads IME's safety and risk management efforts, focused on ensuring every employee comes home safely.

*Civil work in progress at our $110M Mines Park Village project at the Colorado School of Mines.*

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit L

# SAMPLE AGREEMENT

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



- ***List of proposed modifications or legal issues regarding the Sample Agreement as outlined in Section III-2.***

MWCC does not find any objections to the provided Attachment 5, Sample Agreement for On-Call Infrastructure Construction. We currently have an On-Call contract for General Construction at DEN and we are looking forward to the opportunity to continue this partnership in a parallel contract.

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit L

# PROPOSAL FORMS

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



## VI. ATTACHMENT 1, PROPOSAL FORMS

### Attachment 1, Part 1 Proposal Acknowledgement Letter

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

Proposer: Milender White Construction Co. Date: July 21, 2025

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

In response to the Request for Proposal (RFP) dated **June 25, 2025,** for **RFP NO. 202579097**, **On-Call Infrastructure Construction**, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents. After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

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

**Addenda Numbers:** **Addendum #1, July 11, 2025; Addendum #2, July 15, 2025**

The undersigned certifies that they have examined and are fully familiar with the proposal documents and has satisfied themselves 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/print name: John Barnhart

Proposer's Business Address: 12655 54th Dr., Arvada, CO 80002

E-mail address: jbarnhart@milenderwhite.com

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



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

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

Proposer Name: Milender White Construction Co.

Proposer Address: 12655 W. 54th Dr., Arvada, CO 80002

Phone: (303) 916-0420 Fax: (303) 916-0419

Email: jbarnhart@milenderwhite.com

Federal Identification Number: 84-1388044

Principal in Charge (Name & Title): John Barnhart, Construction Executive

Project Manager for this RFP (Name & Title): Crystal Terrazas, Project Manager

Equal Employment Opportunity Officer: Albus Brooks, Vice President of Business Development

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

Continental Insurance Company, National Union Fire Insurance, Travelers Casualty and Surety,

Starr Indemnity & Liability Co., Berkley Assurance Company, AIG Specialty Insurance Company

**Parent Company Information**
***(If Applicable)***

Name of Company: Graham

Address: 10840 – 27 Street SE, Calgary, AB T2Z 3R6

Phone: 403-570-5000 Fax: 403-236-6575

Contact Person: Richard Walker, Executive Vice President

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



**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):

| | | |
|---|---|---|
| City of Denver | Class A Supervisor Certificate CERT00003728 | Exp. 10/31/2025 |
| City of Denver | Class A - LIC21376 | Exp. 3/1/2027 |

(See following pages for copies)

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit L

**City and County of Denver**
**Community Planning and Development**
***www.denvergov.org/contractor_licensing***

***Certificate/Registration Number:*** CERT00003728
***Certificate Type:*** General Contractor - Class A Supervisor

***Expiration Date:*** 10/31/2025

**By Authority of the Executive Director of Community Planning and Development**

***Issued To:***

ALLEN K BECKER
8787 GLASGOW PL
LITTLETON, CO 80128

| | Amount | Fund/Org/Revenue Code | Payment Date | Trans # | Status |
|---|---|---|---|---|---|
| $ | 60.00 | R352500-*-01010-0141200 | 09/03/2019 | 5910462 | Paid |

**CERTIFICATE MUST BE KEPT IN YOUR POSSESSION AT ALL TIMES**

**RENEWAL INFORMATION**

Renewal notices will be e-mailed to e-mail address on file.
Renewal information is available at **www.denvergov.org/Contractor_Licensing.**

**INSPECTION INFORMATION**

Please provide the following information when you call for an inspection:

- √ Permit number
- √ Type of inspection and inspection code

Inspection requests called in by 12:00 a.m. will usually be scheduled for the following working day.

Inspections are performed Monday through Friday.

**Community Planning and Development**
**201 W COLFAX AVE DEPT 205 DENVER, COLORADO 80202**

| | |
|---|---|
| Licenses & Certificates: | 720.865.2770 |
| Permit Counter: | 720.865.2720 |
| Inspection Administration: | 720.865.2505 |
| Automated Inspection Request: | 720.865.2501 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C

Exhibit L

**City and County of Denver**
**Community Planning and Development**
***www.denvergov.org/contractor_licensing***

***License/Registration Number:*** **LIC21376**
***Expiration Date:*** 03/01/2027
***License Type:*** General Contractor - Class A

**E-Licensing**

***Issued To:***

**By Authority of the Executive Director of Community Planning and Development**

MILENDER WHITE INC.
12655 W 54TH DR
ARVADA, CO 80002

| | Amount | Fund/Org/Revenue Code | Payment Date | Trans # | Status |
|---|---|---|---|---|---|
| $ | 250.00 | R351800-*-01010-0141200 | 02/12/2024 | 10182662 | Paid |

**RENEWAL INFORMATION**

Renewal notices will be e-mailed to e-mail address on file.

Renewal information is available at **www.denvergov.org/Contractor_Licensing.**

**INSPECTION INFORMATION**

Inspection requests called in by 12:00 a.m. will usually be scheduled for the following working day.

Please provide the following information when you call for an inspection:

- √ Permit number
- √ Type of inspection and inspection code

Automated Inspection Request System: 720-865-2501

Inspections are performed Monday through Friday.

**Wallet Contractor ID Card: MUST BE KEPT IN YOUR POSSESSION AT ALL TIMES.**

Cut on outside of line, then fold in half.

**City and County of Denver**

**I D E N T I F I C A T I O N C A R D**

E-Licensing

License/Registration LIC21376No.:

This is to certify that Milender White Inc. has been issued a General Contractor - Class A license in the City and County of Denver, beginning on and ending on 01 Mar 2027, unless license is revoked.

**By Authority of the Executive Director of Community Planning and Development**

**City and County of Denver**
**Community Planning and Development**
**201 W COLFAX AVE DEPT 205**
**DENVER, COLORADO 80202**

DENVER
THE MILE HIGH CITY

| | |
|---|---|
| Licenses & Certificates: | 720.865.2770 |
| Permit Counter: | 720.865.2720 |
| Inspection Administration: | 720.865.2505 |
| Automated Inspection Request: | 720.865.2501 |

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



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

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

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersigned affirms that Milender White Construction Co. (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 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 Construction Executive

Print Name John Barnhart

Date July 21, 2025

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.

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



**Attachment 1, Part 4 Proposal Declaration**

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

Dated this 21st day of July, 20 25.

Proposer Company Name: Milender White Construction Co.

Proposer Business Address: 12655 W. 54th Drive

City, State, Zip Code: Arvada, CO 80002

Telephone Number: (303) 216-0420

Fax Number: (303) 216-0419

Social Security or Employer ID No.: 84-1388044

**PROPOSER'S SIGNATURE:**

ATTEST:

(Corporate Seal Here)

John Barnhart
Printed Name

Secretary's Signature

Darren Hinton
Printed Name

Docusign Envelope ID: 5B8B3E25-A73E-4F34-BD53-06AE8D7F149C



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

Proposer Company Name: Milender White Construction Co.

RFP Name: On-Call Infrastructure Construction

RFP No.: 202579097

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

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

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

| Subcontractor Information | Work Assignment | Subcontract Dollar Value |
|---|---|---|
| Name: Flatirons Surveying<br>Address: 7000 N. Broadway, #209<br>Denver, CO 80221<br>Phone: 303-443-7001 | Surveying | TBD |
| Name: Ironview 360<br>Address: Box 185, Denver, CO 80237<br>Phone: 720-635-8603 | Drone Surveying | TBD |
| Name: Survey Systems<br>Address: 6991 County Hwy 73,<br>Evergreen, CO 80439<br>Phone: 800-473-7188 | Surveying | TBD |
| Name: CASI (Colorado Asphalt Svcs.)<br>Address: 3700 E 56th Ave, Commerce<br>City, CO 80022<br>Phone: 303-292-3434 | Concrete, Asphalt Paving | TBD |

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| | | |
|---|---|---|
| Name: Mountain States Asphalt<br>Address: 205 S Emerald Rd, Tooele, UT 84074<br>Phone: 435-659-7057 | Installation of Asphalt Paving, Concrete flat work, Sealcoating, parking lot maintenance, site prep, striping and signage. | TBD |
| Name: Denver Concrete Works<br>Address: 4640 Wadsworth Blvd, Wheat Ridge, CO 80033<br>Phone: 720-839-9144 | Concrete Paving - Sidewalks, driveways, stamped concrete, demolition | TBD |
| Name: S2M Construction<br>Address: 282 Center Dr, Glenwood Springs, CO 81601<br>Phone: 970-945-1174 | Concrete flatwork, foundations | TBD |
| Name: Clem'N'Sons Concrete<br>Address: 1770 W Baltic Pl, Englewood, CO 80110<br>Phone: 303-733-5121 | Cast-In-Place Flatwork, Formwork and Sitework | TBD |
| Name: Baker Construction<br>Address: 8209 Southpark Cir Suite 150, Littleton, CO 80120<br>Phone: 303-367-8111 | Cast-In-Place Concrete | TBD |
| Name: Edge Utilities<br>Address: 2702 Erie Ave #210, Cincinnati, OH 45208<br>Phone: 614-777-1199 | Submetering and utility billing services | TBD |
| Name: EZ Excavating<br>Address: 8123 Indian Peaks Ave, Frederick, CO 80516<br>Phone: 303-772-8121 | Earthwork, Utilities, Asphalt and Potholing | TBD |
| Name: Straight-Up Striping<br>Address: 26957 E Otero Pl. Aurora, CO 80016<br>Phone: 303-884-3659 | Parking Lot Striping | TBD |
| Name: Precise Striping<br>Address: 5978 Esther Circle Frederick , CO 80504<br>Phone: 303-462-2800 | Parking Lot Striping | TBD |
| Name: Lumin8 Transportation Technologies<br>Address: 5920 N Lamar St, Arvada, CO 80003<br>Phone: 303-422-7985 | ITS, Traffic Signal and Lighting Solutions | TBD |

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| | | |
|---|---|---|
| Name: Brightview Landscape Development<br>Address: 8888 Motsenbocker Road, Suite A, Parker, CO 80134<br>Phone: 303-841-3003 | Landscaping, Hardscaping, Landscape & Hardscape Design | TBD |
| Name: LMI Landscapes<br>Address: 8501 Quebec St, Commerce City, CO 80022<br>Phone: 303-294-9000 | Landscaping, Hardscaping, Landscape & Hardscape Design | TBD |
| Name: Colorado Hardscapes<br>Address: 9000 E Chenango Ave #200, Greenwood Village, CO 80111<br>Phone: 303-750-8200 | Commercial Decorative Concrete, Swimming Pools, Water Features | TBD |
| Name: Rocky Mountain Hardscapes<br>Address: 5044 W 63rd Ave, Arvada, CO 80403<br>Phone: 303-477-9277 | Brick & concrete pavers, driveways | TBD |
| Name: Metro Fence<br>Address: 8335 Quebec St, Commerce City, CO 80022<br>Phone: 303-469-1317 | Custom Fencing | TBD |
| Name: GTH Excavating<br>Address: 42875 Spring Valley Ranch Rd, Elizabeth, CO 80107<br>Phone: 303-912-1890 | Excavating | TBD |
| Name: Kelley Trucking<br>Address: 6201 McIntyre St, Golden, CO 80403<br>Phone: 303-279-4150 | Aggregate Hauling | TBD |
| Name: Kimley-Horn<br>Address: 6200 South Syracuse Way, #300, Greenwood Village, CO 80111<br>Phone: 303-228-2300 | Structural Engineering, Landscape & Hardscape Design | TBD |
| Name: CTL \| Thompson<br>Address: 1971 West 12th Avenue Denver, CO 80204<br>Phone: 303-825-0777 | Materials Testing and Geotechnical, Environmental and Structural Engineering | TBD |
| Name: Terracon Consultants<br>Address: 10625 W I-70 Frontage Rd N., Wheat Ridge, CO 80033<br>Phone: 303-423-3300 | Environmental Site & Soil Mitigation | TBD |
| Name: Martin/Martin, Inc.<br>Address: 12499 W Colfax Ave, Lakewood, CO 80215<br>Phone: 303-431-6100 | Structural Engineering, Consulting | TBD |

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| | | |
|---|---|---|
| Name: Ninyo & Moore<br>Address: 9707 East Easter Lane Centennial, CO 80112<br>Phone: 303-629-6000 | Geotechnical, Environmental Consulting, Materials Testing and Special Inspection Services | TBD |
| Name: Martin Marietta Materials<br>Address: 6395 N Pecos St, Denver, CO 80221<br>Phone: 303-657-4242 | Asphalt mixing, asphalt and aggregate supplier | TBD |
| Name: Brannan Companies<br>Address: 2500 East Brannan Way Denver, CO 80229<br>Phone: 303-534-1231 | Asphalt mixing, asphalt and aggregate supplier | TBD |
| Name: SRM<br>Address: 16350 East Arapahoe Road Suite 108-316, Foxfield, CO 80016<br>Phone: 303-627-7867 | Storm Water Risk Management (compliance management system) | TBD |
| Name: Badger<br>Address: 9501 East 104th Avenue Henderson, CO 80640<br>Phone: 303-709-1956 | Hydrovac Excavation | TBD |
| Name: Hillen Corporation<br>Address: 7600 Dahlia St, Commerce City, CO 80022<br>Phone: 303-287-2664 | Demolition, Site Cleaning | TBD |
| Name: Blue Bear Waste Services<br>Address: 461 E 66th Ave, Denver, CO 80229<br>Phone: 720-500-5282 | Dumpster Rentals | TBD |
| Name: United Site Services of Colorado<br>Address: 6015 E 58th Ave, Commerce City, CO, 80022<br>Phone: 866-974-0203 | Portable Toilets, Tree Protection Fencing | TBD |

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Exhibit L

# DBSO FORMS

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DENVER
ECONOMIC DEVELOPMENT & OPPORTUNITY

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

***This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.***

**MWBE PARTICIPATION COMMITMENT:**
The Bidder/Proposer or Prime is committing to 15 % of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

**GOOD FAITH EFFORT:**
If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

**The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.**

| | | |
|---|---|---|
| Bidder/Proposer or Prime (Name of Firm): Milender White Construction Co. | | |
| Firm's Representative: John Barnhart | | |
| Title: Construction Executive | | |
| Signature (Firm's Representative): John Barnhart | Date: 7/21/2025 | |
| Address: 12655 W. 54th Dr. | | |
| City: Arvada | State: CO | Zip: 80002 |
| Phone: (303) 216-0420 | Email: jbarnhart@milenderwhite.com | |

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# DSBO Program Requirements Handbook (DSBO Handbook)
# Signature Statement

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

**To access the DSBO Handbook, please visit the DSBO Compliance website.**

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

| | | |
|---|---|---|
| Bidder/Proposer or Prime (Name of Firm): Milender White Construction Co. | | |
| Firm's Representative: John Barnhart | | |
| Title: Construction Executive | | |
| Signature (Firm's Representative): | Date: July 21, 2025 | |
| Address: 12655 W. 54th Dr. | | |
| City: Arvada | State: CO | Zip: 80002 |
| Phone: (303) 216-0420 | Email: jbarnhart@milenderwhite.com | |

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# Division of Small Business Opportunity (DSBO)
# Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering "N/A" may deem the submitter nonresponsive. (Maximum 400 words per section).

**The approved Utilization Plan may be subject to revisions throughout the life of the contract.**

**Proposer/Prime Name: Milender White Construction Co.**

**Project/Contract Name and Number: John Barnhart, 303-216-0420**



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| **Utilization Strategies** | • Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples**.<br><br>• Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.<br><br>For reference, please refer to CCD Certified Small Business Database.<br><br>Small BusinessCertification and Contract Management System \| Denver Office of Economic Development<br><br>**Response:**<br><br>• **Strategies & Tactics:** With the nature of task order-based packages, bids can be solicited from a range of MWBE firms based on their experience, capacity, and financial ability. We can tailor the bid packages to accommodate differently-sized MWBE firms with the overall goal of exceeding the 22% participation requirement. By using this strategy, more MWBE firms can participate in these task orders. Since our MWBE participation is a key project goal, these firms will be subcontracted shortly after the scopes are awarded.<br><br>*Strategies include:*<br>• Actively recruiting City-certified MWBEs from the DSBE Directory and our existing MWBE database, and confirming certification in the relevant NAICS code for scopes of work<br>• Community outreach meetings for MSBE subcontractors and suppliers, using current and past contacts to organize outreach meetings and introduce the project<br>• Bi-lingual project introductions and “walk-throughs” both virtually and in person<br>• Seeking out any local agencies or minority groups that could help facilitate project plans and specifications by MWBEs<br>• Direct outreach/solicitation calls from our preconstruction and operations team members<br>• Networking through our partner agencies (see next page) |



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**Utilization Strategies**

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|---|---|
| | • In-person project open houses and continuous connections to job training programs for Denver residents<br>• Referrals from our current, extensive subcontractor network<br>• Accessing opportunities at the Colorado Department of Labor and Employment Workforce Centers<br><br>Additionally, we will publicize the prequalification process and establish a communication system and bid schedule to actively encourage MWBE participation and project involvement, which will be sustained until the goals are met in each Task Order.<br><br>MWCC will distribute plans, specifications and other project information to approved agencies such as:<br>• Colorado WORKNOW Employment Platform<br>• Mayor's Office of Economic and Development and Opportunity<br>• Denver Hispanic Chamber of Commerce<br>• Associated Builders and Contractors (ABC)<br>• Hispanic Contractors of Colorado<br>• Colorado Black Chamber of Commerce<br>• African American Leadership Council<br>• Rocky Mountain Indian Chamber of Commerce<br>We are actively engaged in these associations and network with their leaders and participants, and several of our leaders currently serve on the boards of some of these organizations.<br><br>*Additional engagement:*<br>Monthly participation in association programs (cf. above), site visits/safety walks with subcontractors, outreach events, job fair participation, career development opportunities at local apprenticeship programs, employee referral programs, in-house craft training, ABC networking events, etc. We can also turn to neighborhood associations, local subcontractor schools and technical school programs, community event centers, and local faith communities.<br><br>• **Anticipated Scopes of Work:**<br>o Asphalt \| Concrete \| Demolition \| Drywall \| Electrical \| Environmental \| Masonry \| Mechanical/Plumbing Systems \| Metal Panels \| Painting \| Structural Steel \| Specialties \| Surveying \| Waterproofing /Sealants |



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| | |
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| **Standard Procedure for Bid Packages** | • Describe Submitter's procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.<br><br>**Response:**<br><br>• **Procurement Process, Policies & Procedures:**<br>o We will perform extensive call campaigns with every Task Order to attract and interest our MWBE trade partners.<br>o We will send targeted outreach to MWBEs and Invitations to Bid for each bid package to qualified subcontractors and vendors in the overall market and publish them to all interested bidders on Building Connected.<br>o We will host pre-bid meetings that clarify scope, alternates and guidance to help get bids that are complete. Detailed reviews will minimize subcontractor partner contingencies for the best value on bid day.<br>o We will advertise through email campaigns, the City website (if approved), the MWCC website and local select publications to push out directions and access to the subcontract package, drawing availability, etc.<br><br>MWCC has been partnering with MWBE contractors, suppliers, and professional services throughout our 28-year history. During our first DEN On-Call Contract (2012), we maximized MWBE participation on the DEN AGTS South Terminal Switch Addition (35% MWBE achieved) and DEN Manhole Removal (25% MWBE achieved). Away from DEN, our work with the Denver Housing Authority at Tapiz @ Mariposa, the Mariposa Redevelopment Phase II, and Syracuse Plaza and Goldsmith Village achieved 35%, 35% and 43% MWBE participation, respectively. |



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| | |
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| **Technical Assistance** | • Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.<br><br>Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.<br><br>**Response:**<br><br>*Technical Assistance and Support Services*<br><br>The MWCC preconstruction team reviews the set of drawings and evaluates all subcontractors involved to perform all scopes of work. We actively involve our operations teams in this review. We create a cost breakdown by subcontractor and follow our enhanced prequalification by reviewing the prequalified vendors, aligning those who can solely produce the work or creating partnerships between MWBE subcontractors and other subcontractors if the scope is too large. Specific scopes and smaller bid packages should encourage participation for new and smaller-sized firms.<br><br>*Prequalification:* MWCC uses an enhanced prequalification process in procurement. Each potential subcontractor is reviewed in the Contractor Credit Model (C2M) provided by Alliant, our surety broker. C2M offers a secure, objective analysis of each potential subcontractor's financial condition. Our standard is to enroll each trade partner we subcontract in Subcontractor Default Insurance (SDI).<br><br>MWCC's prequalification process includes information requests concerning a firm's manpower, financial condition, past project experience, safety statistics and references. Our enhanced prequalification process for subcontractors/suppliers enrolled in our Subcontractor Default Insurance (SDI) program includes the following steps:<br><br>• Each potential subcontractor/supplier is submitted to Alliant for review in their Contractor Credit Model (C2M). C2M provides secure, objective, third-party analysis of the subcontractor's/supplier's financial condition.<br><br>• Alliant requests financial information directly from each subcontractor or supplier and gives each company a rating. |



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• Considering this rating plus other known factors (financial position on other projects, recent safety incidents, references, etc.), MWCC decides if a potential participant should be included in our SDI program.

Subcontractor prequalification does not start or end with the C2M report and recommendations. During bidding and buyout, subcontractors show MWCC proof of bonding letters indicating they can obtain a third-party payment and performance bond for the project. These letters help us decide if a subcontractor or supplier qualifies for our SDI program.

For certain MWBEs who have reached a level of capacity and experience, this process establishes a standard; if potential subcontractor partners need to elevate in any way to meet this standard, this elevation will be beneficial for them in the future as the same prequalification standards may be expected from other general contractors.

For smaller, newer MWBEs the process we use is more specific to the subcontractor's requirements, capacity and level of experience. Some MWBEs may not meet the requirements of our prequalification process but may have potential to compete for the work. In these situations, we meet with company principals to fully understand their experience and financial and labor capacities, and their requirements to complete the work. We strive to:

• Understand the subcontractor on the merits of what they can perform and align them with the right scope of work

• Create mentorships if needed – so that MWBE subcontractors can participate with financial and capacity support. We match our MWBEs when they require additional labor, financial backing, etc. to others. These partnerships allow for participation without exclusion from our project due to size. Partnerships then provide a roadmap to success for subcontractors who require enhanced prequalification.

• Understand the technical assistance MWBEs may need to be successful throughout the project and beyond. We take time to train subcontractors upon contract in our quality, safety, schedule and accounting programs, as well as technical assistance for project management practices and additional support as needed.

*Procurement Process*

*Buyout:* Our buyout process with potential MWBE subcontractors is also thorough. We conduct all buyout meetings face-to-face. When we solicit bids, we clearly state what the scope of work does and does not include. By doing this, we give subcontractors a better chance to



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submit a competitive bid and win the job. We schedule traditional sit-down meetings to walk through the project plan, but we also take things a step further with visual schedules and logistics plans to show the project flow and timeline and how they will be involved with their scope. Having analyzed bid documents and developed budgets for each scope, our preconstruction team can compare scopes with the available capacity of MWBE subcontractors to ensure success. Our subcontractors regularly tell us that this combination of verbal and visual communication helps them succeed in the bidding process and throughout construction.

As the subcontractor buyout nears completion, the project team communicates with both successful and unsuccessful bidders, and when feasible, conveys the bidder's respective position in the selection decision. We also note the reasons why a bidder was or was not selected, a degree of candor appreciated by MWBEs and non-MWBEs alike. We are constantly sourcing subcontractors with backgrounds and expertise to successfully meet the work requirements. If one trade doesn't have the capacity for the full scope of work, we will complement the experience with another team's experience to create the best team possible. We offer any technical assistance in the formation of joint ventures and other similar multi-contractor arrangements as a means of increasing MWBE participation.

*Flow Down Provisions:* We work with each subcontractor to best understand their capacity and needs regarding payment schedules and structures, payment terms, site access, etc. MWCC will contractually require that all MWBE firms meet the 35-day-from-invoice subcontractor payment requirement per Sec. 28-72 of the City Ordinance on Contractor Prompt Payment for accepted and completed work.

We also adhere to written notification practices for any disputes or deficiencies in contracted work, and work to resolve these in our QA/QC process:

- When issues arise with scope, work quality or site issues, we notify the subcontractor with a written notice that details the work deficiencies with remedies, corrective actions and timelines. We also schedule corresponding in-person meetings to resolve the deficiency or issue.
- Removal or termination of a subcontractor is only a last resort if no other alternatives exist.

In terms of our projects, our goal is not just to create job opportunities but to launch long-term construction careers, and we are committed



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to working closely with MWBE subcontractors to recruit, advance, and employ a diverse workforce reflective of the communities in which we build.

*Relationship Building:* So that our MWBE subcontractors know that they are part of the MWCC team, we encourage their questions, insights, and concerns. As the general contractor, MWCC will always take the lead in planning, scheduling, budgeting, QA/QC and safety; we do recognize, however, that our subcontractors may have a different idea or plan regarding how they need to perform the work. These are great conversations to have during preconstruction meetings and weekly subcontractor coordination meetings.

MWCC's effective relationship building starts in the selection process, as we build the most qualified project teams considering skill, availability, pricing, diversity, and reputation. We provide transparency, offer technical assistance, and mitigate/remove any barriers at the start. We continue to manage the selected teams by using daily reports and establishing a high level of communication.

*Training:* MWCC offers training and mentorship to MWBEs from the start of preconstruction through project execution. Training can include:

- LCP Tracker
- Access to Building Connected
- Scheduling
- Safety Orientation and MWCC CARES Program
- Quality Control and Assurance Program
- Site-specific Training (hazard awareness and safety protocols for the public, pedestrians, vehicles, and workers)
- Identifying Risks and Challenges
- Protocols for General Communication

*Resolution Practices:* MWCC leadership immediately responds to concerns on each job site, documents and reports concerns, addresses the subcontractor involved, and offers solutions to resolve the issue with the support of MWCC resources and direction. We focus on respectful and supportive relationships and early identification and resolution of problems as the first line of defense against disputes. Our construction managers are all trained in the Extended DISC Leadership Development Tool, which reinforces effective communication and interaction. Additionally, we host yearly DEI training events, including in-house Cultural Competencies,



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Communication and Crucial Conversations courses. These skills and steps to early resolution have helped create solid relationships.

*Reporting and Tracking:* An additional key component of our communication strategies involves reporting and tracking our MWBE participation and workforce/hiring/training goals. Our PMs prepare and submit a monthly project report that details workforce training and hiring statistics on each task order contracted. This report will be reviewed with DEN to evaluate these aspects of MWCC's workforce development plan:

*Preconstruction:*

• Solicitation Details: Contact information and contact schedule for MWBEs contacted

• Details, procedures followed, and results related to MWBE outreach

• Advertisements soliciting MWBE bids

• Pre-bid meeting schedule and outcomes

• If applicable, all documentation required to establish the Contractor's compliance with CCD Code §§ 28-62 and 28-66 D.R.M.C.

*Construction:*

• Manpower Utilization Plan

• Apprentice Hours Report by Contractor

• Local Craft Worker Utilization Report

• Hours and Wage by Craft Report

On each MWCC project, a database file houses records of residency and disadvantaged status for all project workers. The status of personnel is verified by comparing the monthly subcontractor forms with this database. We anticipate that DEN administrators will review the plan, collaborate on goal status per task order, and provide input for further refinement.

*CCD B2G System Reporting:* MWCC has experience utilizing the B2G system and has been using it on multiple projects. We are familiar with the process of confirming payments received from the owner and reporting payments made to all subcontractors, including MWBEs.



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Exhibit L

# DIVERSITY SURVEY

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Exhibit L

# Diversity and Inclusiveness* in City Solicitations Information Request Form

| | |
|---|---|
| **Submitted on** | 9 July 2025, 12:00pm |
| **Receipt number** | 6729 |
| **Related form version** | 6 |

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| | |
|---|---|
| **Business Email Address** | eeberwein@milenderwhite.com |
| **Enter Email Address of City and County of Denver contact person facilitating this solicitation** | contract.procurement@flydenver.com |
| **Please provide the City Agency that is facilitating this solicitation:** | Department of Transportation and Infrastructure (DOTI) |
| **Project Name** | On-Call Infrastructure Construction |
| **Solicitation No. (If Applicable)** | 202579097 |
| **Name of Your Company** | Milender White Construction Co. |
| **What Industry is Your Business?** | Construction/Landscape/Maintenance Services |
| **Street Address** | 12655 W. 54th Drive |
| **City** | Arvada |
| **State** | CO |
| **ZIP Code** | 80002 |
| **Business Phone Number** | 303-216-0420 |
| **Business Facsimile Number** | 303-216-0419 |

## Page 2/2

| | |
|---|---|
| **1. How many employees does your company employ?** | Over 100 |
| **1A. How many of your employees are full time?** | 167 |
| **1B. How many of your employees are part time?** | 5 |
| **2. Do you have a Diversity and Inclusiveness Program?** | Yes |

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# Exhibit L

| | |
|---|---|
| **2.1. Employment and retention?** | Yes |
| **2.2. Procurement and supply chain activities? *** | Yes |
| **2.3. Customer Service?** | Yes |
| **3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *** | MWCC's dedication to diversity and inclusion of all employees, regardless of nationality, religion, gender, socio-economic background, sexual preference, or other legally protected classification places our firm and employees in the best position to deliver outstanding products and solutions for our clients.<br><br>MWCC's commitment to a workplace free from discrimination or inequitable treatment especially requires that we attract members of historically underrepresented minority groups. Diversity and inclusion encourage tolerance and challenge us to look at situations from differing perspectives. Cultural diversity is a strong driver in recruiting the brightest and most capable individuals, and creating an environment where they are fully engaged in their jobs and communities. |
| **4. Does your company regularly communicate its diversity and inclusiveness policies to employees?** | Yes |
| **5. How often do you provide training and diversity and inclusiveness principles?** | Annually |
| **5.1 What percentage of the total number of employees generally participate?** | 76 - 100% |
| **6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include,for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)** | MWCC aggressively pursues MBE, WBE and SBE subcontractors and suppliers for participation on our projects. We understand the importance of promoting meaningful business opportunities for local M/W/SBE firms and have successfully implemented our participation program on multiple City and County of Denver and affordable housing agency projects. MWCC starts M/W/SBE outreach early in the project. We implement programs designed to notify potential businesses, encourage their involvement and maintain competitiveness throughout the project. To encourage participation, MWCC organizes community outreach meetings for interested M/W/SBE firms. We utilize current and past contacts to organize outreach meetings and introduce the project to the community. We also take the initiative to seek out any local agencies or minority groups that help facilitate the review of project plans and specifications by M/W/SBEs. MWCC distributes plans, specifications and other project information to agencies including: Construction Development Center - Denver Hispanic Chamber of Commerce- Hispanic Contractors of Colorado - Colorado Black Chamber of Commerce- African American Leadership Council- African American Construction Council- Mayor's Office of Economic/Workforce Development - Rocky Mountain Indian Chamber of Commerce |
| **7. Do you have a diversity and inclusiveness committee?** | Yes |
| **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?** | Yes |

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# Exhibit L

| | |
|---|---|
| **10. 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** | Eric Eberwein |
| **Today's Date** | 07/09/2025 |
| **NOTE: Attach additional sheets or documentation as necessary for a complete response.** | MWBE EDI Plan_2025.docx<br>MWBE Employment Partnerships.docx<br>DEI MW Initiatives and Culture_2024.docx |

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# Exhibit M

## Workforce Commitment Form (Full Workforce Requirements – Covered Work Orders)

**Workforce Commitment Form**

Contractor acknowledges that this work order is subject to the requirements of Article XI, of Chapter 28 of the Denver Revised Municipal Code (the "Workforce Ordinance") and implementing rules and regulations. If Contractor's bid/proposal is accepted, Contractor has an ongoing duty, throughout the life of the work order to comply with the requirements of the Workforce Ordinance, implementing rules and regulations and its approved Workforce Plan. Contractor's failure to comply may result in a penalty of thirty-one dollars ($31) for each hour not achieved up to a maximum of 3% of the maximum work order amount.

The (*vertical construction or horizontal construction)* apprentice utilization requirements of Section 28-325 of the Workforce Ordinance apply to this *(work order* or *task order).* Contractor must also comply with the target hire and additional requirements of the Workforce Ordinance.

If selected, Contractor shall engage with the DCCP to develop a proposed Workforce Plan. Contractor shall submit a proposed Workforce Plan to the DCCP that meets or exceeds the requirements of the Workforce Ordinance and implementing rules and regulations as soon as reasonably feasible. A final Workforce Plan, approved by the DCCP must be in place no later than 60 days after issuance of a notice to proceed with construction. Contractor is responsible for submitting its proposed plan and addressing DCCP concerns sufficiently in advance of this deadline to avoid project delay. The City is not responsible for any additional costs resulting from Contractor's failure to meet workforce deadlines. Selected contractor will be required to submit a Workforce Plan that outlines approach to meeting the workforce requirements.

Contractor's Workforce Plan will include, but not be limited to, the following:

1. Identification of a designated Workforce Coordinator who will serve as point of contact for all workforce activities.
2. A Community Outreach and Engagement Strategy to meet or exceed target hire and registered apprenticeship utilization requirements. Contractor's Community Outreach and Engagement Strategy shall include:
    a. Recruitment commitments including posting of new positions via Connecting Colorado at www.connectingcolorado.com or additional platforms unique to employment within the organization.
    b. Outreach commitments including coordination with DCCP and the City's designated workforce convener(s) to help increase outreach to Target Categories.
3. Target Hire and Apprentice Utilization Projections: A projection showing the apprentice hours and target hire hours that Contractor anticipates achieving each quarter.
4. Reporting: Contractor will be responsible for the submittal of quarterly reports to DCCP that detail activities and progress toward workforce goal achievement.

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# Exhibit M

Contractor is encouraged to review the requirements of the Workforce Ordinance with their attorney. The ordinance is available at:

https://library.municode.com/co/denver/codes/code_of_ordinances?nodeId=TITIIREMUCO_CH28HURI_ARTXIWODERECOCOWOOR

If selected Contractor commits to satisfying all applicable requirements of the Workforce Ordinance, implementing rules and regulations and its approved workforce plan on an ongoing basis for the duration of the project.

Date: 11/20/2025

Signature: _____

Typed Name: John Barnhart

Title: Construction Executive

Company Name: Milender White