

## 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 **FCI CONSTRUCTORS, INC.**, a Colorado corporation (“Contractor”) (collectively the “Parties”).

### WITNESSETH

**WHEREAS**, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of the work described in Request for Proposal No. 202474174-00, 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

- 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 34 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 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”).

**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***. 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 Contractor and the City shall not be liable under the terms of this Contract for an amount in excess of a total amount of **Twenty-Five Million Dollars and No Cents (\$25,000,000.00)** (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 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 ("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.

## 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 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 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, 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

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

Date bid or proposal issuance was advertised: July 17, 2024.

**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 (“**Auditor**”) 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 Auditor by calling 720-913-5000 or emailing [auditor@denvergov.org](mailto: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 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

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

**B.** In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend,

indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

#### **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, the City's Minimum Wage and Civil Wage Theft Ordinances ("Wage Ordinances"), 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 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 20% 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 (also known as the “**MWBE EDI Plan**”), attached hereto as **Exhibit K**, 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

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. 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**.

## **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 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.

## **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

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.

### **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 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 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.

### **31. 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.

### **32. 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.

### **33. 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.

### **34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202477577-00  
**Contractor Name:** FCI CONSTRUCTORS, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

---

**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

---

**REGISTERED AND COUNTERSIGNED:**

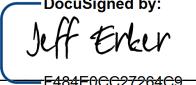
By:

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By:

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**Contract Control Number:** PLANE-202477577-00  
**Contractor Name:** FCI CONSTRUCTORS, INC.

By:   
F484E00C27204C9...

Name: Jeff Erker  
(please print)

Title: Sr. VP  
(please print)

ATTEST: [if required]

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

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

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

## **Appendix No. 1**

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

## GENERAL CIVIL RIGHTS PROVISIONS

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

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

## COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

### **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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# SCOPE OF WORK

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Office of Primary Responsibility: Design Engineering and Construction –  
Facility Project Delivery

Supersedes: None

Certified by: Director, Facility Project Delivery

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The Scope of Work for this Contract shall be for task-order-based, on-call general construction services related to various construction projects within Denver International Airport (DEN), including facility upgrades, infrastructure improvements, renovations, and other construction-related tasks. The general construction contractor will provide comprehensive construction services to address the diverse needs of DEN. 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.

## SERVICES INCLUDE:

- 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.
- Pre-construction Planning:** Collaborate with DEN project managers to develop project plans, schedules, budgets, and procurement strategies for upcoming tasks.
- Design-Build Participation:** Participate in the project design phase, providing input to guide design decisions, develop preliminary cost estimates, and ensure constructability.
- Subcontractor Management:** Coordinate subcontractors, suppliers, and vendors involved in project execution, ensuring compliance with contractual obligations and specifications.
- Quality Control:** Implement quality control measures to monitor workmanship, materials, and construction processes and ensure the delivery of high-quality outcomes.
- Safety Management:** Prioritize safety on construction sites, implement safety protocols, conduct regular safety inspections, and ensure compliance with relevant safety regulations.
- 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:

- Facility Upgrades and Renovations:**
  - Office renovations or remodels
  - Concourse gate renovations or expansions

c. Roof repair and replacement

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d. Interior finishes upgrades

**2. Infrastructure Improvements:**

- a. Installation of utility infrastructure
- b. Structural repairs and reinforcements
- c. Paving and concrete repair
- d. Installation of security infrastructure

**3. New Construction Projects:**

- a. Construction of new facilities or structures
- b. Gate expansions and reconfigurations
- c. Baggage handling system construction and modifications

**4. 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

**5. 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

**6. Miscellaneous Tasks:**

- a. Selective demolition of existing structures or systems
- b. Preconstruction work to assess project feasibility
- c. Design validation and review
- d. Site preparation and cleanup

The on-call general 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**

## 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

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.

## **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

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.

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.

**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

**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
<b>21.7% - 23.5%</b>	<b>6.9%</b>

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.

- 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.

**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

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.

## **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: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com)

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

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

#### **B. Defined Terms**

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

#### **C. Coverages and Limits**

##### **1. Commercial General Liability**

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

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

3. Workers' Compensation and Employer's Liability Insurance

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

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

4. Contractors Pollution Liability:

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

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

5. 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

- 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.

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

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

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

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

#### **H. Cooperation**

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

#### **I. Additional Provisions**

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

Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.

11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

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

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

#### **K. Applicability of ROCIP Requirements**

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

##### [DEN ROCIP Safety Manual](#)

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

##### [DEN ROCIP Insurance Manual](#)

##### [DEN ROCIP Claims Guide](#)

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

# 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

TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: Luis B Osorio Jimenez, Prevailing Wage Administrator

DATE: April 11, 2024

SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c) and it's 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. 172

Publication Date: April 11, 2024

(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.

Attachments as listed above.

**APPLIANCE MECHANIC****Effective Date: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage</u></b>	<b><u>Hour</u></b>	<b><u>Fringes/Hour</u></b>
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: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage</u></b>	<b><u>Hour</u></b>	<b><u>Fringes</u></b>
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.

### CONVEYANCE SYSTEM MAINTENANCE SERIES

**Effective Date: 4-11-2024**

Last Revision: 2-1-2024

<u>Classification Base Wage</u>	<u>Hour Fringes</u>	<u>Hour</u>
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.

### **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: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Custodian I	\$21.03	\$8.27 (Single) \$10.72 (Plus One) \$12.86 (Family)
Custodian II	\$21.38	\$8.34 (Single) \$10.69 (Plus One) \$12.93 (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

                          3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour

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 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: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Derrick Hand/Roustabout	\$18.38	\$6.92
Electrician	\$29.02	\$8.15
Mechanic	\$29.18	\$8.17

Pipefitter	\$30.93	\$8.37
Rig/Drill Operator	\$24.71	\$7.65
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 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: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
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: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
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 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.

### FUEL HANDLER SERIES

**Effective Date: 4-11-2024**

Last Revision: 2-1-2024

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
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 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: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Laborer/Helper	\$18.38	\$6.92
Furniture Driver/Packer	\$19.16	\$7.01
Lead Furniture Mover	\$20.03	\$7.11

#### **GLYCOL FACILITY**

**Effective Date: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
De-icing Facility Operator	\$29.12	\$8.16
Maintenance Mechanic	\$29.33	\$8.18
Glycol Plant Specialist	\$18.36	\$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.

### **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: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
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.

### **PEST CONTROLLER**

**Effective Date: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
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: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
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 waste water 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: 4-11-2024**

Last Revision: 2-1-2024

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
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).

\*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: 4-11-2024**

Last Revision: 2-1-2024

<b>Classification</b>	<b>Base Wage/Hour</b>	<b>Fringes/Hour</b>
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 from 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: 4-11-2024**

Last Revision: 2-1-2024

<b>Classification</b>	<b>Base Wage/Hour</b>	<b>Fringes/Hour</b>
Window Cleaner	\$29.14	\$9.53 (Employee)
		\$11.37 (Children)
		\$11.09 (2-party)
		\$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.*

**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."

# 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

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

The effective date for this publication will be, **Tuesday, January 9, 2024**, and applies to the City and County of Denver for **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 20240009  
Superseded General Decision No. CO 20230009  
Modification No. 0  
Publication Date: 1/9/2024  
(9 pages)

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

Attachments as listed above.

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

"General Decision Number: CO20240009 01/05/2024

Superseded General Decision Number: CO20230009

State: Colorado

Construction Type: Highway

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, Executive Order 13658 or Denver Minimum Wage for 2024, whichever is highest.

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

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| If the contract is entered | . Executive Order 14026  
|  
| into on or after January 30, | generally applies to the  
|  
| 2022, or the contract is | contract.  
|  
| renewed or extended (e.g., an | . The contractor must pay  
|  
| option is exercised) on or | all covered workers at  
|  
| after January 30, 2022: | least \$17.20 per hour (or  
|  
| | the applicable wage rate  
|  
| | listed on this wage  
|  
| | determination, if it is  
|

| higher) for all hours  
| spent performing on the  
| contract in 2024.

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

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

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

Modification Number      Publication Date  
0                            01/05/2024

CARP9901-008 11/01/2019

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

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

#### TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:  
Colorado Springs - Nevada & Bijou  
Denver - Ellsworth Avenue & Broadway  
Ft. Collins - Prospect & College  
Grand Junction - 12th & North Avenue  
Pueblo - I-25 & Highway 50  
All work outside of these areas shall be paid Zone 2 rates.

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ENGI0009-008 05/01/2023

	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.).....\$ 33.14	14.20
(3)-Loader (under 6 cu. yd.)	
Denver County.....\$ 33.14	14.20
(3)-Motor Grader (blade- rough)	
Douglas County.....\$ 33.19	14.20
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 33.83	14.20
(4)-Loader (over 6 cu. yd)	
Denver County.....\$ 33.30	14.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 33.48	14.20
(5)-Motor Grader (blade- finish)	
Douglas County.....\$ 33.65	14.20
(6)-Crane (91-140 tons).....\$ 35.28	14.20

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SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work) ...\$ 19.27		5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....\$ 20.18		5.75
Douglas.....\$ 18.75		3.00
ELECTRICIAN (Excludes Traffic Signal Installation) .....\$ 35.13		6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....\$ 18.29 **		3.20
GUARDRAIL INSTALLER.....\$ 18.29 **		3.20

## HIGHWAY/PARKING LOT

## STRIPPING: Painter

Denver.....	\$ 18.29 **	3.21
Douglas.....	\$ 15.89 **	3.21

## IRONWORKER, REINFORCING

(Excludes Guardrail

Installation) .....	\$ 16.69 **	5.45
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## IRONWORKER, STRUCTURAL

(Includes Link/Cyclone Fence Erection, Excludes Guardrail

Installation) .....	\$ 18.22	6.01
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## LABORER

Asphalt Raker.....	\$ 16.29 **	4.25
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Asphalt Shoveler.....	\$ 21.21	4.25
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Asphalt Spreader.....	\$ 18.58	4.65
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Common or General

Denver.....	\$ 16.76 **	6.77
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Douglas.....	\$ 16.29 **	4.25
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Concrete Saw (Hand Held) ....	\$ 16.29 **	6.14
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Landscape and Irrigation....	\$ 15.26 **	3.16
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Mason Tender-

Cement/Concrete

Denver.....	\$ 16.96 **	4.04
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Douglas.....	\$ 16.29 **	4.25
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Pipelayer

Denver.....	\$ 18.29 **	2.41
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Douglas.....	\$ 16.30 **	2.18
--------------	-------------	------

Traffic Control (Flagger) ...	\$ 18.29 **	3.05
-------------------------------	-------------	------

Traffic Control (Sets

Up/Moves Barrels, Cones,

Install Signs, Arrow

Boards and Place

Stationary Flags) (Excludes

Flaggers) .....	\$ 18.29 **	3.22
-----------------	-------------	------

PAINTER (Spray Only) .....	\$ 16.99 **	2.87
----------------------------	-------------	------

## POWER EQUIPMENT OPERATOR:

Asphalt Laydown

Denver.....	\$ 22.67	8.72
-------------	----------	------

Douglas.....	\$ 23.67	8.47
--------------	----------	------

Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 18.29 **	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91 **	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07 **	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and		
Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22 **	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13 **	2.95

## TRAFFIC SIGNALIZATION:

## Groundsman

Denver.....	\$ 18.29	3.41
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Douglas.....	\$ 18.67	7.17
--------------	----------	------

## TRUCK DRIVER

## Distributor

Denver.....	\$ 18.29	5.82
-------------	----------	------

Douglas.....	\$ 16.98 **	5.27
--------------	-------------	------

## Dump Truck

Denver.....	\$ 18.29 **	5.27
-------------	-------------	------

Douglas.....	\$ 16.39 **	5.27
--------------	-------------	------

## Lowboy Truck.....\$ 18.29

## Mechanic.....\$ 26.48

## Multi-Purpose Specialty &amp;

## Hoisting Truck

Denver.....	\$ 18.29	3.17
-------------	----------	------

Douglas.....	\$ 20.05	2.88
--------------	----------	------

## Pickup and Pilot Car

Denver.....	\$ 18.29 **	3.77
-------------	-------------	------

Douglas.....	\$ 16.43 **	3.68
--------------	-------------	------

## Semi/Trailer Truck.....\$ 18.39

## Truck Mounted Attenuator....\$ 18.29 \*\*

## Water Truck

Denver.....	\$ 26.27	5.27
-------------	----------	------

Douglas.....	\$ 19.46	2.58
--------------	----------	------

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

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

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Guard Rail Installer		\$18.29	\$3.20
Highway Parking Lot Striping: Painter		\$18.29	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$18.29	\$3.16
Laborer: Traffic Control (Flagger)		\$18.29	\$3.05
Laborer: Stationary Flags (excludes Flaggers)		\$18.29	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$18.29	\$3.22

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

# City and County of Denver



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

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

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** May 21, 2024  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Friday, May 17, 2024**, and applies to the City and County of Denver for **Building CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20240020  
Superseded General Decision No. CO20230020  
Modification No. 2  
Publication Date: 5/17/2024  
(9 pages)

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

Attachments as listed above.

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

"General Decision Number: CO20240020 05/17/2024

Superseded General Decision Number: CO20230020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

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

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| If the contract is entered | . Executive Order 14026  
|  
| into on or after January 30, | generally applies to the  
|  
| 2022, or the contract is | contract.  
|  
| renewed or extended (e.g., an | . The contractor must pay  
|  
| option is exercised) on or | all covered workers at  
|  
| after January 30, 2022: | least \$18.29 per hour (or  
|  
| | the applicable wage rate  
|  
| | listed on this wage  
|

| determination, if it is  
| higher) for all hours  
| spent performing on the  
| contract in 2024.

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|  
| If the contract was awarded on | . Executive Order 13658  
| or between January 1, 2015 and | generally applies to the  
|  
| January 29, 2022, and the | contract.  
|  
| contract is not renewed or | . The contractor must pay  
all |  
| extended on or after January | covered workers at least  
|  
| 30, 2022: | \$18.29 per hour (or the  
|  
| listed | applicable wage rate  
|  
| determination, | on this wage  
|  
| if it is higher) for all  
|  
| hours spent performing on  
|  
| that contract in 2024.

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

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024
2	05/17/2024

ASBE0028-002 01/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	16.47
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CARP0055-002 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.86	12.59
-----		
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CARP1607-001 06/01/2023

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

ELEC0068-012 06/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 43.20	18.38
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ELEV0025-001 01/01/2024

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

## FOOTNOTE:

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

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0009-017 05/01/2023

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

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IRON0024-009 11/01/2023

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

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-----  
IRON0024-010 11/01/2023

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

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PAIN0079-006 08/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping) .....	\$ 25.11	10.95
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PAIN0079-007 08/01/2022

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

PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet) .....	\$ 18.25	14.33
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PAIN0930-002 07/01/2023

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

PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation) .....	\$ 42.98	19.77
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PLUM0208-008 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC		

Pipe and Unit Installation;  
 Excludes HVAC Duct  
 Installation) ..... \$ 41.50 21.90

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\* SFC00669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers) .....	\$ 45.44	26.98

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SHEE0009-004 07/01/2023

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

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\* SUC02013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00

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

LABORER: Common or General.....\$ 18.29 **	5.22
--	------

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

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

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

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$55.25	\$3.65
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$18.29	\$0.00

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

# 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

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

The effective date for this publication will be, **Monday, February 26, 2024**, 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, Section 20-76(c).

General Wage Decision No. CO 20240002  
Superseded General Decision No. CO 20230002  
Modification No. 1  
Publication Date: 2/23/2024  
(9 pages)

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

Attachments as listed above.

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

"General Decision Number: CO20240002 02/23/2024

Superseded General Decision Number: CO20230002

State: Colorado

Construction Type: Heavy

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).

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

| determination, if it is  
| higher) for all hours  
| spent performing on the  
| contract in 2024.

---

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

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

Additional information on contractor requirements and worker

protections under the Executive Orders is available at  
<http://www.dol.gov/whd/govcontracts>.

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

\* ASBE0028-001 01/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems) .....	\$ 32.98	16.47
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BRC00007-004 01/01/2023

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
 JEFFERSON AND WELD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	10.86
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BRC00007-006 05/01/2023

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.89	13.70
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ELEC0012-011 09/01/2023

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.90	14.96

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ELEC0068-001 06/01/2023

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.20	18.38

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ELEC0111-001 09/01/2023

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 24.61	21.25%+7.40
Line Equipment Operator.....	\$ 39.77	21.25%+7.40
Lineman and Welder.....	\$ 55.22	24.25%+7.40

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\* ELEC0111-007 01/01/2023

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 27.10	12.62

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ELEC0113-002 06/01/2023

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.70	17.52

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ENGI0009-001 05/01/2023

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 34.58	14.25
Blade: Rough.....	\$ 34.05	14.25
Bulldozer.....	\$ 34.05	14.25
Cranes: 50 tons and under..	\$ 34.77	14.25
Cranes: 51 to 90 tons.....	\$ 35.07	14.25
Cranes: 91 to 140 tons.....	\$ 36.27	14.25
Cranes: 141 tons and over....	\$ 38.63	14.25
Forklift.....	\$ 33.62	14.25
Mechanic.....	\$ 34.58	14.25
Oiler.....	\$ 33.19	14.25
Scraper: Single bowl under 40 cubic yards.....	\$ 34.21	14.25
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 34.41	14.25
Trackhoe.....	\$ 34.21	14.25

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IRON0024-003 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	22.84
Structural		

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LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

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PLUM0003-005 06/01/2023

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 48.23	19.77
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PLUM0058-002 07/01/2023

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.90	16.83
-----	-----	-----

PLUM0058-008 07/01/2023

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.90	16.83
-----	-----	-----

PLUM0145-002 07/01/2023

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 37.57	14.93
-----	-----	-----

PLUM0208-004 06/02/2023

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

Rates	Fringes
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PIPEFITTER.....	\$ 44.56	19.72
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SHEE0009-002 07/01/2023

	Rates	Fringes
Sheet metal worker.....	\$ 38.47	20.83

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TEAM0455-002 07/01/2023

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 25.46	4.77
Tandem/Semi and Water.....	\$ 26.09	4.77

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\* SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 18.29	

Carpenters:		
Form Building and Setting....	\$ 16.97 **	2.74
All Other Work.....	\$ 15.14 **	3.37

Cement Mason/Concrete Finisher....	\$ 17.31	2.85
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IRONWORKER, REINFORCING.....	\$ 18.83	3.90
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Laborers:		
Common.....	\$ 18.29 **	2.92
Flagger.....	\$ 18.29 **	3.80
Landscape.....	\$ 18.29 **	3.21

Painters:		
Brush, Roller & Spray.....	\$ 15.81 **	3.26

Power equipment operators:		
Backhoe.....	\$ 16.36 **	2.48
Front End Loader.....	\$ 17.24	3.23

Skid Loader.....\$ 15.37 \*\* 4.41

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

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

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Ironworker	Ornamental	\$24.80	\$10.03
勞工 (Group 1)	\$18.18	\$8.27	
	Group 2	\$21.59	\$8.61
勞工 (Common)		\$18.29	\$2.92
勞工 (Flagger)		\$18.29	\$3.80
勞工 (Landscape)		\$18.29	\$3.21
勞工 (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
勞工 (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
勞工 (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
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
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	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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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# STANDARD SPECIFICATIONS FOR CONSTRUCTION, SPECIAL CONTRACT CONDITIONS

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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 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

.1 General Condition 118, SUBCONTRACTOR, is hereby amended to include: The term “subcontractor” includes a labor pool.

## 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 Facility Design and Construction, 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 Contractor 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 ninety percent (90%) 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.

## 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 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.

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## SC-702 COORDINATION OF THE WORK

.1 General Condition 702 is hereby amended to include:

A. CONSTRUCTION ACCESS

- (1) The work site may be located but limited to the DEN Concourse A, B, C, Jeppesen Terminal, North Terminal, and Airport Office Building (“AOB”), or other facilities on airport property as identified. The Contractor shall have access to the work site via Jeppesen Terminal. All equipment and materials deliveries shall be routed through DEN Security Gates 04 and 05. 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 rendered unusable unless the contractor has obtained specific advance approval in writing for such actions from the DEN’s ADA Compliance Officer.

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- (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.

## SC-805 PROTECTION OF STREET AND ROAD SYSTEM

No Change.

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## 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 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.
- .2 ALLOWANCES.

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- A. Definition: An allowance is a predetermined amount of money included in the Contract Amount to cover the cost of certain materials, equipment, or work items that are not fully defined or specified at the time of contract execution.
- B. Inclusion in Contract: Allowances shall be clearly identified in the Contract Documents, specifying the work item or material covered, the allocated amount, and any applicable conditions or limitations.
- C. Contractor's Selection: The Contractor shall be responsible for selecting and procuring the materials, equipment, or work items covered by allowances, subject to the City's approval and compliance with the Contract Documents.
- D. Cost Documentation: The Contractor shall provide the City with detailed cost documentation, including invoices, receipts, and any other relevant information, to justify the actual cost incurred for the allowance items.
- E. City Approval of Allowance Usage: The Contractor shall not exceed any Allowance without the prior written approval of the City. The Contractor shall submit a detailed request to the City for approval to utilize any portion of an Allowance that exceeds the amount specified in the Contract Documents. The request shall include:
  - (1) A description of the specific work item or material for which the Allowance is being requested.
  - (2) Detailed cost breakdown supporting the requested amount, including invoices, quotes, and any other relevant documentation.
  - (3) Justification for exceeding the original Allowance amount, explaining the reasons for the additional cost.
  - (4) Impact assessment on the project schedule, if any.
- F. The City shall review the request and may, at its sole discretion:
  - (1) Approve the request in full or in part and issue a Change Order to adjust the Contract Amount accordingly.
  - (2) Reject the request, in which case the Contractor shall complete the work within the original Allowance amount or propose alternative solutions that meet the project requirements without exceeding the Allowance.
  - (3) Request additional information or clarification from the Contractor before making a decision.
- G. The City's decision shall be final and binding. The Contractor shall not proceed with any work exceeding the Allowance amount without obtaining prior written approval from the City. Failure to obtain such approval may result in the Contractor bearing the cost of any excess work.
- H. Payment Adjustment:
  - (i) If the actual cost of the allowance item is less than the allocated amount, the Contract Amount shall be reduced by the difference through a deductive Change Order.

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- (ii) If the actual cost exceeds the allocated amount, the Contractor shall submit a Change Order request with supporting documentation. The City shall review the request and, if approved, adjust the Contract Amount accordingly. The Contractor shall not proceed with any work exceeding the allowance amount without prior written approval from the City.
- (2) Unused Allowances: Any unused portion of an allowance shall be credited back to the City through a Change Order.

.3 CONTINGENCY FUNDS

- A. Definition: A contingency fund is a predetermined amount of money included in the Project Budget to cover the cost of unforeseen circumstances, events, or changes that may arise during the course of the Project.
- B. Purpose: The contingency fund is intended to provide a financial buffer for unexpected issues that are not attributable to the Contractor's errors or omissions. It allows for flexibility in addressing unforeseen problems and minimizing disruptions to the Project schedule.
- C. Establishment of Contingency:
  - (1) The contingency fund shall be established as a line item in the Project Budget.
  - (2) The contingency fund amount shall be determined based on a risk assessment of the Project, considering factors such as the complexity of the work, site conditions, market volatility, and historical data.
  - (3) The contingency fund shall be included in the overall Contract Amount.
- D. Use of Contingency Funds:
  - (1) The Contractor shall not utilize any portion of the contingency fund without the City's prior written approval.
  - (2) The Contractor shall submit a detailed request to the City for approval to utilize any portion of the contingency fund. The request shall include:
    - (i) A description of the unforeseen circumstance, event, or change necessitating the use of contingency funds.
    - (ii) A detailed cost breakdown supporting the requested amount, including invoices, quotes, and any other relevant documentation.
    - (iii) Justification for the use of contingency funds: Explain why the issue was unforeseen and how it impacts the Project.
    - (iv) An impact assessment on the project schedule and budget, if any.
  - (3) The City shall review the request and may, at its sole discretion:
    - (i) Approve the request in full or in part.
    - (ii) Reject the request, in which case the Contractor shall propose alternative solutions that do not require the use of contingency funds.
    - (iii) Request additional information or clarification from the Contractor before making a decision.

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(iv) The City's decision shall be final and binding. The Contractor shall not proceed with any work requiring the use of contingency funds without obtaining prior written approval from the City.

E. Management of Contingency Funds:

- (1) The Contractor shall maintain detailed records of all contingency fund requests and approvals.
- (2) The Contractor shall provide the City with regular reports on the status of the contingency fund, including the amount remaining and any anticipated uses.

F. Unused Contingency Funds: Any unused portion of the contingency fund at the completion of the Project shall be credited back to the City.

## 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.

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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 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:

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- 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 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.

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- 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.

## 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

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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:

- 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.
- Supporting Documentation: Documentation to support the progress of Work, including inspection reports, work schedules, and any other relevant records. Any 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.
- Subcontractor Costs: Breakdown and documentation for subcontractor work, indicating the percentage of completion and the amount invoiced.
- 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:

- Major work items: A detailed listing of all major components of the Work.
- Major work prices: The unit price for each work item, if applicable.
- Total amount: The total contract or task order sum allocated to each major work item.

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**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.
  - 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:**

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- 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.
- 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.

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(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:

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

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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.
    - (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.

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**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.

**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.

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## **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.

## **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.

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## 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 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.

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**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.

**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.

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**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.

**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.

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**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.

**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.

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## 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 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

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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.

## **TITLE 25 FEDERAL PROVISIONS**

No Change.

## **END OF EXHIBIT**

**EXHIBIT F**

# **City and County of Denver**



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

**DEPARTMENT OF AVIATION  
DEPARTMENT OF PUBLIC WORKS**

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

**2011 Edition**

**Statement**

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UNDERSTAND. SERVICE. INNOVATE.

Performance and Payment Bond  
Surety Authorization

Assistant City Attorney  
201 W. Colfax Ave Dept. 1207  
Denver, CO 80202

RE: FCI Constructors Inc.  
Contract No.: 202474174  
Project Name: On Call General Construction  
Contract Amount: \$150,000  
Performance and Payment Bond No: 30238228

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, Western Surety Company, (Insurance Company), on January 23, 2025.

We hereby authorize the City and County of Denver, Department of Transportation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at 303-831-5146.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kristin L. Salazar".

Kristin L. Salazar  
Western Surety Company, Attorney-in-Fact  
USI, Account Manager

Bond No. 30238228

Page 66  
Attachment 7, Performance and Payment Bond**XIII. ATTACHMENT 7, PERFORMANCE AND PAYMENT BOND****PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned FCI Constructors, Inc. [Bidder name], a corporation organized under the laws of the State of Colorado [Bidder state], hereinafter referred to as the "Contractor" and Western Surety Company [Bond issuer], a corporation organized under the laws of the State of South Dakota [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 Hundred Fifty Thousand and 00/100 [Bid amount text] Dollars (\$ 150,000.00), 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 **202474174, On Call General 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.

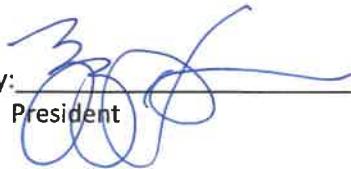
**IN ADDITION**, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 23<sup>RD</sup>  
day of JANUARY, 2024.  
2025.

FCI Constructors, Inc.  
CONTRACTOR

By:   
President



Western Surety Company  
SURETY

By:   
Attorney-in-Fact Kristin L. Salazar



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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Kristin L. Salazar**, **Individually**

of **Denver, CO**, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

**Surety Bond No:** 30238228  
**Principal:** FCI Constructors, Inc.

**Obligee:** City and County of Denver

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

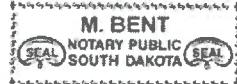
Larry Kasten, Vice President

State of South Dakota } 55  
 County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23<sup>rd</sup> day of JANUARY, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

EXHIBIT



UNDERSTAND. SERVICE. INNOVATE.

Performance and Payment Bond  
Surety Authorization

Assistant City Attorney  
201 W. Colfax Ave Dept. 1207  
Denver, CO 80202

RE: FCI Constructors Inc.  
Contract No.: 202474174  
Project Name: On Call General Construction  
Contract Amount: \$150,000  
Performance and Payment Bond No: 30238228

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, Western Surety Company, (Insurance Company), on January 23, 2025.

We hereby authorize the City and County of Denver, Department of Transportation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at 303-831-5146.

Sincerely,

Kristin L. Salazar  
Western Surety Company, Attorney-in-Fact  
USI, Account Manager



Bond No. 30238228

Page 68  
Attachment 7, Performance and Payment Bond

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned FCI Constructors, Inc. [Bidder name], a corporation organized under the laws of the State of Colorado [Bidder state], hereinafter referred to as the "Contractor" and Western Surety Company [Bonding company name], a corporation organized under the laws of the State of South Dakota [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 Hundred Fifty Thousand and 00/100 [Bid amount text] Dollars (\$ 150,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. 202474174, 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.

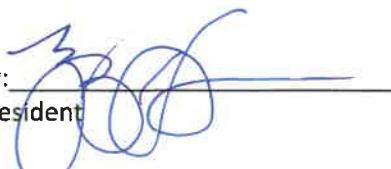
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EXHIBIT D

Page 69  
 Attachment 7, Performance and Payment Bond

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 23<sup>rd</sup>  
 day of JANUARY, 2024,  
2025.

FCI Constructors, Inc.  
 CONTRACTOR

By:   
 President



Western Surety Company  
 SURETY

By:   
 Attorney-in-Fact Kristin L Salazar



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

EXHIBIT □

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Kristin L. Salazar**, **Individually**

of **Denver, CO**, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

**Surety Bond No:** 30238228

**Principal:** FCI Constructors, Inc.

**Obligee:** City and County of Denver

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

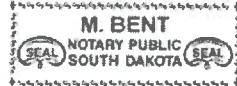
State of South Dakota }  
County of Minnehaha }

55

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23<sup>rd</sup> day of JANUARY, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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# CONTRACTOR PERFORMANCE REVIEW PROCESS

OPR: Design Engineering and Construction –  
Project Delivery

Supersedes: Contractor Performance, Review, REV 1

Certified by: Senior Director, Project Delivery

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## 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

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# CONSTRUCTION TASK ORDER PROCESS

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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 1<sup>st</sup> 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,

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

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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



**Denver International Airport  
On-Call General Construction  
Contract No: 202474174  
MWBE EDI Plan & DSBO Form**



To:  
Diane Folken  
Contract Administrator  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, Denver, CO 80249

By:  
Jeff Erker, Senior Vice President  
FCI Constructors, Inc.  
4015 Coriolis Way  
Frederick, CO 80504  
970-535-4725, 970-535-4867 Fax  
jerker@fciol.com  
Due: September 9, 2024



## MWBE Coordinator and Key Personnel

### MWBE Coordinator:

Cristina Lopez  
clopez@fciol.com  
970-535-4725 (p)

### Responsibilities:

- Responsible for managing and maintaining all MWBE Program requirements including subcontractor compliance
- Ensure reporting requirements are met and remain in compliance
- Attend meetings in relation to compliance, Division of Small Business Opportunity (DSBO) Equity & Empowerment Council, community outreach and networking events
- Assist in the administration of the MWBE EDI Plan

### Experience:

- 17 years of experience in contract compliance including three On-Call contracts with the City and County of Denver, eleven projects with Southwest Airlines and five projects with United Airlines
- Prior to joining the FCI team, Cristina worked for the City and County of Denver as a Contract Administrator for DEN and as a Contract Compliance Coordinator for the DSBO
- Certified Compliance Administrator (CCA) through the American Contract Compliance Association in collaboration with Morgan State University
- Strong background in compliance with government regulations and contract provisions
- Collaboration with consultants and other FCI MWBE Coordinators to host outreach events for the upcoming Swansea Recreation Pool project and the Westwood Recreation Pool project
- Successful compliance on the following projects:
  - DEN On-Call 2016
    - Task Order 4: 9th Floor Legal Office Improvements, 30% goal, 60.08% MWBE participation achieved
    - Task Order 5: Gates C50 & C51 Expansion, 30% goal, 35.75% MWBE participation achieved
    - Task Order 18: Westin FSEL Upgrades, 30% goal, 34.26% MWBE participation achieved

### • DEN On-Call 2018

- Task Order 2: Gate A56 Holdroom, 25% goal, 31.99% MWBE participation achieved
- Task Order 5: Parking Garage Repair Electrical Rooms, 25% goal, 30.89% MWBE participation achieved
- Task Order 10: Tenant Relocation Concessions, 25% goal, 27.47% MWBE participation achieved
- DEN On-Call 2020
  - Task Order 4: 2023 BCON East Phase 2A Gate Reconfiguration, 25% goal, 29.80% anticipated MWBE participation

### Project Manager:

Adam Rowley  
ARowley@fciol.com  
(970) 535-4725 (p)  
(970) 773-4959 (c)

### Responsibilities:

- Responsible for overall management of the Contractor's performance of the project
- Ensure thorough solicitation of MWBE subcontractors is performed on each task order
- Oversee the evaluation of bid packages from subcontractors to ensure that each task order includes the highest level of MWBE participation possible
- Ensure subcontractors are qualified and prepared for their assigned scope
- Budget management and subcontract execution
- Pay application management and tracking payments to MWBE subcontractors
- Is available to answer any questions from MWBE subcontractors and provide mentoring on construction processes and requirements



## Assistant Project Manager:

Charlie MacDonald  
CMacDonald@fciol.com  
(970) 535-4725 (p)  
(303) 709-6875 (c)

### Responsibilities:

- Assists Project Manager with support and coverage for overall management of the Contractor's performance of the project
- Assists Project Manager with support and coverage ensuring thorough solicitation of MWBE subcontractors is performed on each task order
- Assists Project Manager with support and coverage overseeing the evaluation of bid packages from subcontractors to ensure that each task order includes the highest level of MWBE participation possible
- Manages the overall project schedule and monthly schedule updates
- Coordinates with MWBE subcontractors in advance of their construction start date to confirm their labor and materials are procured and are ready for installation

### **MWBE Utilization Strategies**

Identifying the anticipated scope of work, value of work and timeframe for subcontract execution before task orders are issued is difficult because of the nature of an On-Call General Construction contract. The scopes of work that will be involved with each task order can vary widely depending on the needs of DEN. The scopes of work are not revealed until the Task Notice Proposal / Solicitation for each task order is issued from DEN. However, once a Task Notice Proposal / Solicitation is issued, FCI performs a thorough descoping process of the project as the first step to identify all areas where MWBE certified firms can be utilized to maximize small, minority and women-owned business participation.

FCI is proud of the relationships that we have built with several MWBE subcontractors that frequently partner with us to successfully complete projects at DEN and we are always looking for ways to expand our pool of MWBE subcontractors. FCI will continue to partner with the local community, industry groups and agencies to help increase access to City and County of Denver contracting opportunities for MWBE subcontractors.

Community engagement events and FCI activities such as open houses, tailored outreach events, and small group trade-specific events will support FCI to build relationships with a wider range of MWBE subcontractors.

FCI will engage with organizations such as the Hispanic Contractors of Colorado, the Mountain Plains Minority Supplier Development Council, and the Airport Minority Advisory Council. If during outreach efforts FCI encounters a business which appears to be eligible for a DSBO MWBE certification but is not yet certified, we will mentor them and act as a liaison between the small, minority or woman owned business and the DSBO to begin the certification process.

### **Technical Assistance and Support Services**

FCI is dedicated to partnering with MWBE subcontractors to help grow their businesses and guide them how to successfully navigate the nuances of various City and County of Denver contract requirements.

FCI advocates for small, minority and women-owned businesses, and we are committed to assisting and training MWBE subcontractors on project requirements and documentation. We have provided small, minority and women-owned businesses with detailed information about becoming a badged subcontractor approved to work at DEN and provided them resources to various departments within DEN. FCI has also sponsored small, minority and women-owned subcontractors to perform work at DEN.

Additionally, FCI will be holding open houses specifically for MWBE subcontractors to focus on common barriers such as Certified Payroll requirements, ROCIP requirements, the DEN badging process, and the Billing / Pay Application process. We will also be holding subcontractor onboarding trainings for subcontractors that are new to working with FCI. The trainings will cover all City and County of Denver requirements, billing processes, insurance requirements and safety requirements.

FCI will provide technical assistance to small, minority and women-owned businesses with navigating through the City and County of Denver's compliance platforms including, but not limited to B2G, Textura and LCP Tracker.

# EXHIBIT K

Technical assistance is not limited to the City and County of Denver's platforms listed above, FCI also provides technical assistance for construction software such as Bluebeam, Unifier and P6 Scheduling, which are critical to the success of a task order. By training MWBE subcontractors with the latest software, they can be more efficient with their construction processes and learn new skills that they can carry on to their next project. One on one training is offered via telephone, Microsoft Teams and/or detailed instructions given via email communication. Additional in-person training is also available as requested.

## Procurement Process

### Solicitation Process

Solicitation begins immediately upon receiving a Task Notice Proposal/Solicitation from DEN. At that time, FCI performs a thorough review of the bid documents to determine which scopes of work are required. FCI has developed an extensive Bidder's List for MWBE subcontractors, including firms we have worked with on past DEN projects. We also use the DSBO Vendor Certification Directory to search for additional MWBE subcontractors who are certified in the scopes of work related to the task order. Any additional subcontractors from the DSBO directory are added to FCI's project specific Bidders List and retained on a Master Bidders List for future bid solicitations.

Once the Bidder's List is developed, an Invitation to Bid is sent via email to all subcontractors added to the project specific Bidders List. The Invitation to Bid includes a description of the project, bid documents, DEN requirements and timelines for completing the bid and the construction of the project.

After the Invitation to Bid is sent, phone calls are made to the solicited MWBE subcontractors to confirm their participation in the bid. If a MWBE subcontractor accepts the bid, then the Bidder's List is updated to show their participation. If a MWBE subcontractor does not respond, then FCI follows up with additional emails and phone calls to confirm their interest in bidding the project. By utilizing email for bid solicitation and generating a project specific Bidders List in Excel, a written record is kept showing which MWBE subcontractors were solicited, and which ones chose to either bid or decline the project.

Additionally, FCI will offer to send out solicitations on behalf of our prime subcontractors through our extensive database which will include not only the MWBEs from the DSBO's directory but also firms that may be in the process of becoming MWBE certified.

### Subcontracting Process

The award and subcontracting process begins during the bidding process. Additional attention is paid to MWBE subcontractors who submit proposals. FCI thoroughly reviews the proposals from MWBE subcontractors and schedules a meeting with the MWBE subcontractor prior to submitting the final proposal to DEN. During this meeting, FCI takes a transparent approach by openly discussing the project requirements such as site conditions, safety, quality control, schedule, and the specific scopes of work that the MWBE subcontractor proposed on.

This descoping process leads to a smooth and successful subcontracting process for new MWBE subcontractors and existing MWBE partners, as the project requirements have already been discussed and understood before subcontracts are issued.

### MWBE Equity, Diversity, and Inclusion

FCI recently completed the DEN Concourses C-East and B-East Expansion projects, which has met the City & County of Denver's 24% MWBE goal. In order to meet this goal, the FCI Team hosted or attended over 260 industry and community events, partnering with entities that have historically been overlooked for construction or capital project outreach. The FCI Team embarked on a journey to become more aligned with under-served communities and created outreach programs, including TEN4DEN Series (picture to the left) for a deeper and meaningful engagement with the MWBE community.



Any notes from the descoping meetings are added to the subcontractor's proposal for record and carried to their subcontract so that there are no surprises or unknown conditions when they receive their subcontracts. Final awards are based on the proposals that include the complete scope of work with the greatest amount of MWBE participation.

## Communication and Vendor Management

Once FCI is awarded a task order, subcontractors are contacted via telephone to notify them of the contract amount and scope of work being awarded, this is followed up by sending documentation of the anticipated subcontract agreement. Any unsuccessful MWBE subcontractors who provided a proposal are notified via email of their bid results. In the notification, FCI's contact information is provided for any specific questions about their proposal or their bid results. Additionally, all subcontractor and supplier bids are stored digitally within FCI's ShareFile document storage system, along with any correspondence related to each. FCI retains bids and subcontractor information for 7 years after the project is completed.

## MWBE Equity, Diversity, and Inclusion

FCI co-hosted, with our Joint Venture partner of the DEN Concourses C-East and B-East Expansions, Part 4 of the TEN4DEN outreach event at Heritage Christian center in partnership with the City of Aurora/Aurora Community of Faith. The TEN4DEN initiative has been an ongoing conversation with diverse businesses and job seekers and aims to inform and support the mission of eliminating barriers – especially for historically underutilized and underrepresented communities. The event brought together small, women, and minority business enterprises as well as job seekers from the community.

Upper photo, Lucas Marone, FCI Project Manager shared project updates, and over 20 resource partners were on hand to provide information and resources to help businesses and job seekers grow and connect with opportunities.

Lower photo, Malecia Mayer, FCI Project Coordinator, connected with industry partners, businesses, and organizations, discussed the importance of promoting equity, and increasing MWBE participation on projects.

When unsuccessful MWBE subcontractors contact FCI, specifically Project Manager Adam Rowley, an informative conversation aids the unsuccessful MWBE subcontractor in understanding and identifying what made their bid deficient.

Providing clear communication and assistance for MWBE subcontractors is key to any successful project with DEN. A project kickoff meeting is held with all subcontractors before construction begins. This meeting is used to establish the project requirements for site conditions, safety, quality control, schedule, and billing. This helps reduce the risk of unknowns for all subcontractors and ensures that both FCI and subcontractors are aligned on the project expectations. If there are any questions or concerns with the project requirements, then a separate meeting is held with the MWBE subcontractor to work through their concerns.

All FCI team members attend the project kickoff meeting; each person has their own section of the meeting to lead, detailing designated items.





## Communication and Vendor Management cont.

During construction, FCI holds weekly subcontractor meetings to discuss safety, quality control, RFIs, submittals, schedule, Owner changes, and any open items or concerns. By reviewing these items on a weekly basis, FCI is proactive by working in collaboration with MWBE subcontractors to address any concerns before they become a larger issue with the project.

The FCI team distributes the project schedule to subcontractors for their review and approval prior to starting work.

The schedule is updated weekly with the project teams and monthly for an overall project update. The schedule is adjusted to align with available resources for the construction of the work, such as materials, equipment, labor and Authorities Having Jurisdiction (AHJ) inspections, to the best of our abilities and if necessary, recovery plans are built to overcome issues that might arise. Some examples are material lead time, incorrect material arrives and must be reordered, labor constraints, scheduling conflicts with another project, design discrepancies, permit delays, inspection delays, weather, and/or product availability. FCI approaches the overall schedule development and completion as a team effort with all our subcontractors.

### Settling Disputes

If there is a dispute with a MWBE subcontractor that cannot be resolved in the weekly meetings, then a separate mediation meeting is held with leadership from both parties. The meeting is used to gather additional information on the issue, and work towards a solution that is agreeable to both parties.

Whatever the issue is, FCI will work with the MWBE subcontractor to resolve it. The goal of the mediation meeting is to find a solution to the problem and not to change scope, supplement or replace the MWBE subcontractor. If any changes are agreed upon to the MWBE subcontractor's scope of work from the mediation meeting, FCI will notify the DSBO in writing of what the proposed modifications are.

## Past Performance / Successful Projects

FCI will encourage and foster partnerships between MWBE firms and first tier subcontractors to allow the MWBE firms to gain knowledge and experience in regard to working at DEN. This mitigates risk to the MWBE firms as it allows them to be mentored by larger subcontractors.

During the final bid preparation process, FCI will evaluate the best maximum value of MWBE participation possible for the project, by relying on partnerships that have been created between MWBE firms and other first tier subcontractors. In addition, FCI relies heavily on partnerships created with the MWBE firms that are best suited to perform work that they are certified in.

These are examples of previous City & County of Denver projects where FCI Constructors has exceeded the MWBE participation goal.

- **Project #201736327, Project Name: Denver 911 Communication Center Relocation, Denver, CO**
  - Final Contract Amount: \$15,057,771.43
  - MWBE Subcontractor Payments: \$4,187,857.55
  - MWBE Participation Goal: 24.00%
  - MWBE Participation Achieved: 27.81%
  - MWBE Subcontractors:
    - Daro Tech
    - Three Brothers
    - H.P. Construction
    - Joan of Arc Welding
    - Colorado Window Systems
    - Starr Group
    - Lu-Tek
    - Martinez Fire Protection
    - Empowercom, Inc.
- **Project #201525269, Project Name: 2016 DEN On-Call Construction Services, Task Order 23: TSR United Airlines Global Premiere Relocations**
  - Prime Contract Amount: \$425,440
  - MWBE Subcontractor Payments: \$158,075
  - MWBE Participation Goal: 30.00%
  - MWBE Participation Achieved: 37.16%
  - MWBE Subcontractors:
    - Classic Metals, Inc.
    - Four Star Drywall LLP
    - St. Andrews Construction Services Corporation

**Past Performance / Successful Projects, cont.**

- Project #201525269, Project Name: 2016 DEN On-Call Construction Services, Task Order 24: CCA United Airlines East Ground Load Facility**
  - Prime Contract Amount: \$1,147,982
  - MWBE Subcontractor Payments: \$437,321.74
  - MWBE Participation Goal: 30.00%
  - MWBE Participation Achieved: 38.09%
  - MWBE Subcontractors:
    - Four Star Drywall LLP
    - St. Andrews Construction Services Corporation
- Project #201735074, Project Name: DEN On-Call General Construction Services (2018), Task Order 08: Parking Revenue Control Replacement**
  - Prime Contract Amount: \$124,838
  - MWBE Subcontractor Payments: \$65,657
  - MWBE Participation Goal: 25.00%
  - MWBE Participation Achieved: 52.59%
  - MWBE Subcontractors:
    - Four Star Drywall LLP
    - Gorilla Demolition, LLC
    - St. Andrews Construction Services Corporation

**MWBE Promotions/Mentorship/Assistance**

FCI will provide support services to small, minority and women-owned businesses who are interested in your projects but may not meet the bonding requirements. If this happens, FCI will work with the MWBE subcontractor to either reduce the bond amount or eliminate the bonding requirement from the bid all together. FCI can provide this bonding assistance, as we do not rely on subcontractor bonding to ensure that the MWBE subcontractor will complete their scope of work, instead, we focus on mentoring subcontractors through the construction process to ensure all parties are successful and profitable.

FCI has encouraged partnerships between our first-tier subcontractors and MWBE subcontractors to not only provide second-tier MWBE participation, but to also mentor MWBE subcontractors in their specified fields. FCI also practices consideration to larger trades that bring MWBE partnerships and those that can show continued partnership benefits in MWBE firms projects, past and present. This not only provides second-tier MWBE participation, but also a mentoring opportunity for MWBE subcontractors in their specified fields.

**MWBE Promotions/Mentorship/Assistance, cont.**

FCI has assisted with successful mentorships between:

- Frontier Fire Protection and Elevation Fire Protection
- Intermountain Electric and North/Western Electrical Corporation of Colorado
- RK Mechanical and Cole Construction
- Western States Fire Protection and Martinez Fire Protection

The mentorships are established on a per project basis, although some mentorships are a formal agreement, which is what RK Mechanical and Cole Construction had in place as a mentor-protégé.

**DEN On-Call Services 2018:****Task 1: TSA ASL Pilot Program**

During construction and installation of the new lanes in the north and south checkpoints, FCI provided an in-depth email each morning explaining to the stakeholders (TSA and DEN Terminal Ops) what took place during the hours of construction. The email included the exact time that FCI and onsite TSA personnel communicated to shut down the checkpoint to allow work to begin and barricades to be placed. FCI included updates on the equipment affected, personnel in place, and the plan for the following night. During construction and relocation of the lanes, only one checkpoint could be closed for a work window of 2100 to 0400 each night. Clear lines of communication and pre-planning were a must to ensure airport operations never felt the impact of work taking place. Due to the clear communication, scheduling, and daily logs FCI was successful in creating zero impacts to the operations of TSA or Terminal Ops during the duration of construction, leaving the challenging project to be considered a complete success.



## Proposer's Culture

### Company Policy and Programs Advancing EDI

At FCI Constructors, we believe that by recruiting, employing and retaining qualified, diverse range of employees and subcontractors we deliver value to our stakeholders and gain competitive advantage.

FCI delivers exceptional projects and services through a culture that's based on trust, honesty, hard work, and professionalism, while supporting and welcoming diversity, new initiatives and ideas.

Our internal EDI plan is not yet fully developed, but the underlying steps and framework are described below:

- Internally, our firm must be aware of the demographics and make-up of our employee pool, in order to gain perspective from people of differing backgrounds, identities, race and gender
- Our firm's EDI plan must be implemented by senior leadership, advocating for diversity, equity and inclusion among our workforce, and our policies and procedures related to this plan must be consistently communicated throughout the company
- Training and education related to our EDI plan, and the expectations of our clients will be provided to all employees, at all levels, through expert training from a third party who is well-versed in implementation and maintenance of EDI goals
- Our firm must provide an open door policy to all employees, and encourage confidential discussion related to injustices or bias against them, with corresponding action developed based upon individual incidents
- Benchmarking and documentation of our efforts toward fulfilling our EDI plan must be maintained and re-evaluated on an annual basis
- Consultation with industry partners who have implemented successful EDI plans and how we can further their growth, and ours, in the future related to EDI

### Employment Practices (Recruitment/Hiring, Employee Development/Advancement, Training)

FCI actively participates in job fairs and hiring events and creates training opportunities for job seekers and incumbent workers. FCI has partnered with the Construction Industry Training Council of Colorado (CITC) for the past ten years and has been enrolling employees consistently in their four-year carpentry program.

In addition to partnering with CITC, FCI's Workforce Development Committee, consisting of twenty-five members, has been focusing on diversity, equity and inclusiveness, and partnering with educational entities and organizations to reach a wide pool of individuals and promote the construction industry as an often overlooked but viable career path.

FCI's Corporate Training Manager with the support of HR department and leadership, develops the list of training materials for employee development. In addition, we are in a development of an in-house mentorship program to strengthen FCI's culture, promote inclusivity and diversity, and create a supportive, knowledge-sharing environment.

FCI's Workforce Committee Members participate in educational events to promote the construction industry and learn about training opportunities for employees, and attend hiring events to reach job seekers. Some organizations we have partnered with and events we have attended in the past include but not limited to:

- Construction Careers Now Hiring Fair
- Greeley Schools Pathway in Technology Early College High School
- Mock SkillsUSA Carpentry Competition
- Boulder Valley School District Construction Advisory Board
- Associated Builders and Contractors, Rocky Mountain Chapter, Workforce Development
- Saint Vrain Valley School District Career Tech Program
- Community College of Denver New Building Crafts Program
- Northern Colorado Construction Sector Partnership
- Colorado Homebuilding Academy
- Emily Griffith Technical College - Apprenticeship

**Proposer's Culture, cont.****Employment Practices (Recruitment/Hiring, Employee Development/Advancement, Training) cont.**

FCI's MWBE/Workforce Coordinator plays an important role in developing and implementing FCI's outreach and engagement efforts in order to maximize the opportunities for targeted categories. For example, for a previous CCD project, FCI has worked with Worknow and participated in the following events to maximize the opportunities for those in the targeted categories:

- ABC Denver Young Professionals event focusing on inclusion, diversity & equity
- The Master's Apprentice event
- DCCP workforce and community of practice quarterly meetings
- HCC Contractor Academy events
- Temporary Assistance for Needy Families (TANF)
- Program opportunities and resources within the Goodwill Organization / collaboration with Goodwill
- Society of Hispanic Human Resource Professionals job fairs
- Hiring Events sponsored by Blueprint Skilled Services, FCI, and/or Denver Workforce Services

**Collaboration through Partnerships with Subcontractors/Subconsultants**

FCI values and actively collaborates through partnerships with subcontractors and subconsultants. Our aforementioned MWBE EDI plans highlight our efforts and results.

**Future Initiatives**

Our goal for the future is to provide a working environment that is accepting of all individuals, eliminating discrimination against any person based upon race, gender, ethnicity, sexual orientation, age, abilities, religious or political beliefs, background or origin. Ultimately, the benefit of a successful EDI plan, will be to have an engaged, qualified, and accountable workforce composed of individuals who are encouraged to contribute to their full potential and maximize retention.

To begin our process, our team intends to consult with experts in developing practical plans for moving forward with a true EDI plan that fits within our company culture. Elements of this plan include:

- Recruiting employees through college and university programs, workforce training centers, technical schools and apprenticeship programs to ensure a diverse level of educational background and perspective
- Utilizing professional development training programs established by organizations such as HCC - Diversity Leader and Construction Industry Training Council
- Offering workforce development opportunities within the communities in which we work, to promote careers within construction, and to encourage growth of resources within the area
- Expanding our mentoring capabilities by partnering with apprenticeship training programs, high school career pathway programs and trade organizations to seek out mentor-protege opportunities with individuals and other firms
- Continue our strong relationships, and develop new partnerships, with MWBE subcontractors and suppliers, to assist in City processes, business-building initiatives, and educational opportunities to benefit the business' growth

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, FCI Constructors, Inc. shall comply with the requirements of this approved MWBE EDI Plan. Updates to this plan will be performed annually by FCI Constructors, Inc. and approved by the Division of Small Business Opportunity (DSBO), beginning in February 2026 or at DSBO's request.

IN WITNESS WHEREOF, Contract has executed and agrees to abide by the terms MWBE EDI Plan as the  
20 day of February, 2025

Contractor

DSBO Director - delegated authority

By: Name: JEFF ERKENTitle: SR. VP.By: Marina LogachevName: Marina LogachevTitle: DSBO Compliance Manager

**EXHIBIT L**

**REQUEST FOR PROPOSALS**

**202477577: FCI CONSTRUCTORS, INC**

**On-Call General Construction (GC)**

**Incorporated by Reference as found in File  
#20250144 at the Denver Office of the Clerk and  
Recorder**

**XV. ATTACHMENT 9, WORKFORCE COMMITMENT FORM**

## **WORKFORCE COMMITMENT FORM**

Contractor must sign the Workforce Commitment Form contained in the pages immediately following this page and return the executed form with its initial response to this procurement.

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

**EXHIBIT IV****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](http://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.

**EXHIBIT VI**

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\\_CH28\\_HURI\\_ARTXIWODERECCOCOWOOR](https://library.municode.com/co/denver/codes/code_of_ordinances?nodeId=TITIIREMUCO_CH28_HURI_ARTXIWODERECCOCOWOOR)

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: September 9, 2024

Signature: 

Typed Name: Jeff Erker

Title: Senior Vice President

Company Name: FCI Constructors, Inc.

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Attachment 9, Workforce Commitment Form

XV. ATTACHMENT 9, WORKFORCE COMMITMENT FORM

**WORKFORCE COMMITMENT FORM**

Contractor must sign the Workforce Commitment Form contained in the pages immediately following this page and return the executed form with its initial response to this procurement.

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

RFP NO. 202474174      ON-CALL GENERAL CONSTRUCTION (GC)      JULY 17, 2024

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, 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](http://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.