



**2018-2020 ON CALL
PARKING GARAGE
REPAIRS**

CONTRACT NO: 201736992

May 2018

November 20, 2017
Airport Office Building
8500 Pena Blvd., 8th Floor Room 8810
Denver, Colorado 80249-6340

2018-2020 On-Call Parking Garage Repairs
CONTRACT NO. 2001736992

ADDENDUM NUMBER ONE

This Addendum Number One supersedes and/or supplements all portions of the Contract Documents with which it conflicts. Bidders must acknowledge receipt of this addendum on page 37 of the Proposal Forms.

Bill Shirk
Project Manager
Maintenance Administration

2018-2020 On-Call Parking Garage Repairs
CONTRACT NO. 2001736992
ADDENDUM NUMBER ONE

Scope of this Addendum

November 20, 2017

Addendum Number One includes additions and modifications to the Request for Proposal (RFP) Document issued November 20, 2017. These modifications are deemed necessary by the City and County of Denver.

PRE-PROPOSAL CONFERENCE DATE

FROM:

A PRE-PROPOSAL CONFERENCE will be held at 2:00 PM, Wednesday, November 29, 2017, in the triple wide trailer, located within the DEN South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (F.K.A. 27301 E. 71st Ave, Unit #2).

TO:

A PRE-PROPOSAL CONFERENCE will be held at 1:00 PM, Friday, December 1, 2017, in the triple wide trailer, located within the DEN South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (F.K.A. 27301 E. 71st Ave, Unit #2).

Please replace the Pre-Proposal Conference Date in the table under IP-27 "SCHEDULE OF EVENTS", Instructions to Proposers on page 26 with the revised information below:

FROM:

Event	Date
RFP Issued	Monday, November 20 2017
Pre-Proposal Conference	Wednesday, November 29, 2017 at 2:00 pm
Last Date to Submit Questions	Thursday, December 14, 2017 at 2:00 pm
Proposal Due Date	Thursday, December 28, 2017 at 2:00 pm

TO:

Event	Date
RFP Issued	Monday, November 20 2017
Pre-Proposal Conference	Friday, December 1, 2017 at 1:00 pm
Last Date to Submit Questions	Thursday, December 14, 2017 at 2:00 pm
Proposal Due Date	Thursday, December 28, 2017 at 2:00 pm

The total number of pages (Including cover sheet) contained in this Addendum Number **One** is two pages **(2)**.

November 21, 2017
Airport Office Building
8500 Pena Blvd., 8th Floor Room 8810
Denver, Colorado 80249-6340

2018-2020 On-Call Parking Garage Repairs
CONTRACT NO. 2001736992

ADDENDUM NUMBER TWO

This Addendum Number One supersedes and/or supplements all portions of the Contract Documents with which it conflicts. Bidders must acknowledge receipt of this addendum on page 37 of the Proposal Forms.

Bill Shirk
Project Manager
Maintenance Administration



**2018-2020 On-Call Parking Garage Repairs
CONTRACT NO. 2001736992
ADDENDUM NUMBER TWO**

Scope of this Addendum

November 21, 2017

Addendum Number Two includes additions and modifications to the Request for Proposal (RFP) Document issued November 20, 2017. These modifications are deemed necessary by the City and County of Denver.

PART II TECHNICAL PROVISIONS-Page 4 of RFP

FROM:

The current **PART II TECHNICAL PROVISIONS** listed below
(Previously available on Fly Denver webpage):

- **VOLUME 2: DIVISION 1: GENERAL REQUIREMENT**
- **VOLUME 3: DRAWINGS – Task 1 – 2018 Parking Garage Repairs and Moisture Protection**
- **VOLUME 4: SPECIFICATIONS – Task 1 – 2018 Parking Garage Repairs and Moisture Protection –Divisions 00-22**

The above listed documents haven been replaced by the listed documents below now currently located on the Fly Denver webpage in their entirety.

TO:

The revised **PART II TECHNICAL PROVISIONS** included in this addenda.
(Please see revised list below currently available on Fly Denver webpage):

- **VOLUME 2: DIVISION 1: GENERAL REQUIREMENT**
- **VOLUME 3: DRAWINGS – Task 1 – 2018 Parking Garage Repairs and Moisture Protection**
- **VOLUME 4: SPECIFICATIONS – Task 1 – 2018 Parking Garage Repairs and Moisture Protection –Divisions 00-22**

The total number of pages (Including cover sheet) contained in this Addendum Number Two is two **(2)** pages.

* * * * *

End of Addendum Number Two



December 8, 2017

2018-2020 On-Call Parking Garage Repairs

CONTRACT NO. 201736992

ADDENDUM NUMBER THREE

This Addendum Number Three supersedes and/or supplements all portions of the Contract Documents with which it conflicts. Bidders must acknowledge receipt of this addendum on page 29 of the Proposal Forms.

Bill Shirk
Project Manager
Maintenance Administration

* * * * *

End of Addendum Number Three

2018-2020 On-Call Parking Garage Repairs
CONTRACT NO. 201736992
ADDENDUM NUMBER THREE

Scope of this Addendum

December 8, 2017

Addendum Number Three includes additions and modifications to the Request for Proposal (RFP) Document issued November 20, 2017. These modifications are deemed necessary by the City and County of Denver.

Revised RFP to include Page Numbers

FROM:

- The Current 2018-2020 On-Call Parking Garage Repairs
CONTRACT NO. 2001736992 Request for Proposals (RFP)
Document

The above listed documents are replaced by the listed documents below now currently located on the Fly Denver webpage in their entirety.

TO:

The revised 2018-2020 On-Call Parking Garage Repairs CONTRACT NO. 2001736992 Request for Proposals (RFP) Document included in this addendum. This includes page numbers and Disclosure of Legal And Administrative Proceedings, And Financial Condition found on page 48. (Please see listed Revised attachments below):

The following required RFP documents replace the current documents located on the Fly Denver webpage in their entirety.

The total number of pages (Including cover sheet) contained in this Addendum Number Three is one hundred and thirty seven **(137)** pages.

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End of Addendum Number Three

Table of Contents

	Page
NOTICE OF INVITATION FOR PROPOSALS	5
INSTRUCTIONS TO PROPOSERS	7
IP-1 INSTRUCTIONS TO PROPOSERS	7
IP-2 SUBMISSION OF PROPOSALS	7
IP-3 COMPLETING AND SIGNING PROPOSAL FORMS	8
IP-4 UNACCEPTABLE PROPOSALS	8
IP-5 ONLY ONE PROPOSAL ACCEPTED	8
IP-6 CONSIDERATION OF PROPOSALS	8
IP-7 INFORMAL AND UNBALANCED PROPOSALS	9
IP-8 EVALUATION FACTORS FOR AWARD	10
IP-9 NOTICE TO SELECTED PROPOSER - EXECUTION OF CONTRACT	13
IP-10 QUANTITIES	13
IP-11 PROCUREMENT INTERNET SITE	13
IP-12 INTERPRETATION OF PROPOSAL DOCUMENTS	14
IP-13 WITHDRAWAL OF PROPOSAL	14
IP-14 SUBCONTRACTOR LISTS IN PROPOSAL	15
IP-15 TAXES	15
IP-16 NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS	15
IP-17 MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS	16
IP-18 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS	22
IP-19 WAGE RATE REQUIREMENTS	23
IP-20 CONSTRUCTION SCHEDULING	23
IP-21 EQUAL EMPLOYMENT OPPORTUNITY	23
IP-22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	24
IP-23 INSURANCE REQUIREMENTS	24
IP-24 EVALUATION OF QUALIFICATIONS	25
IP-25 INVOICING	25
IP-26 PROJECT CONTROLS REQUIREMENTS	25
IP-27 SCHEDULE OF EVENTS	26
PREVAILING WAGES	27
CONTRACTOR'S PROPOSAL FORMS	28
NOTICE TO APPARENT BEST PROPOSER	55
NOTICE TO PROCEED	56
FINAL RECEIPT	57
PERFORMANCE AND PAYMENT BOND	59
CONSTRUCTION CONTRACT GENERAL CONDITIONS 2011 Edition	63
SPECIAL CONDITIONS	68
SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS	68

SC-2	CONSTRUCTION DOCUMENTS	68
SC-3	REVISIONS TO G.C. 201	69
SC-4	CITY LINE OF AUTHORITY AND CONTACTS	69
SC-5	CONTRACTOR PERFORMANCE; SUBCONTRACTING.....	70
SC-6	COOPERATION WITH OTHERS.....	70
SC-7	PROSECUTION AND COMPLETION OF THE WORK:.....	70
SC-8	TASK ORDER NOTICE TO PROCEED.....	72
SC-9	LIQUIDATED DAMAGES.....	72
SC-10	PRECONSTRUCTION MEETING.....	74
SC-11	SECURITY AND PERSONNEL ACCESS	74
SC-12	CONSTRUCTION ACCESS.....	76
SC-13	VEHICLE PERMITTING.....	76
SC-14	VENDORS AND SUPPLIERS.....	77
SC-15	COMMUNICATION DEVICES	77
SC-16	USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.....	77
SC-17	ATTORNEY’S FEES	77
SC-18	INSURANCE TO BE PROVIDED BY THE CONTRACTOR.....	77
SC-19	SUBCONTRACTOR RELEASES	79
SC-20	ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS	79
SC-21	APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS.....	79
SC-22	REVISIONS TO G.C. 1102	81
SC-23	DESCRIPTION OF TASK ORDER.....	81
SC-24	FUND AVAILABILITY.....	82
SC-25	PERFORMANCE AND PAYMENT BOND.....	82
SC-26	TASK ORDER PROCESS.....	83
SC-27	TASK ORDER DIRECTIVE.....	84
SC-28	TASK ORDER DIRECTIVES AND CHANGE ORDER DIRECTIVES	85
SC-29	SUBCONTRACTOR.....	85
SC-30	NOTICE TO PROCEED AND COMPLETION OF THE WORK	85
SC-31	MOBILIZATION.....	86
SC-32	BONDS, SALES TAX AND INSURANCE	86
SC-33	SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM	86
SC-34	CHANGE ORDER DIRECTIVE.....	86
SC-35	PROJECT CONTROLS REQUIREMENTS	87
SC-36	PAYMENTS TO CONTRACTORS.....	87
SC-37	PRE-CONSTRUCTION SERVICES	88
INSURANCE CERTIFICATE.....		89
RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY		94
APPENDIX A CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE		99
APPENDIX F AFFIRMATIVE ACTION REQUIREMENTS.....		101
STANDARD FEDERAL ASSURANCES ATTACHMENT 1		107

PART II TECHNICAL PROVISIONS

The following documents are a required part of this RFP.

The following documents are available separately and listed in the available documents for this RFP are located on the Fly Denver webpage.

VOLUME 2: DIVISION 1: GENERAL REQUIREMENTS

VOLUME 3: DRAWINGS – Task 1 – 2018 Parking Garage Repairs and Moisture Protection

VOLUME 4: SPECIFICATIONS – Task 1 – 2018 Parking Garage Repairs and Moisture Protection – Divisions 00-22

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION - DENVER INTERNATIONAL AIRPORT
2018-2020 ON CALL PARKING GARAGE REPAIRS
CONTRACT NO. 201736992**

NOTICE OF INVITATION FOR PROPOSALS

Denver, Colorado

November 20, 2017

The Department of Aviation, City and county of Denver, has issued an Invitation for Proposals for the construction project named above. Complete contract documents, including specifications, are available on the DEN Contract Procurement website at <http://business.flydenver.com/bizops/bids.asp> beginning November 20, 2017.

SEALED PROPOSALS will be received no later than **2:00 P.M., Local Time, Thursday, December 28, 2017** and delivered to Cecilia Lawson, Room 8810, Airport Office Building (AOB), Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340 and accessed by the Concourse A walking bridge. Respondents should submit one original and one electronic copy of the proposal in Adobe format on (2) two separate media (i.e. flash drives) referencing: **2018-2020 On Call Parking Garage Repairs, RFP # 201736992** and respondent's organization

A PRE-PROPOSAL CONFERENCE will be held at **2:00 PM, Friday, November 29, 2017**, in the triple wide trailer, located within the DEN South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (F.K.A. 27301 E. 71st Ave, Unit #2).

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP Documents. Such requests must be made in writing in WORD format or in the body of an email (not pdf) by the date and time specified in the RFP Letter. The last day to submit questions will be **Thursday, December 14, 2017**. The City shall post all questions and answers on the DIA Contract Procurement Website after the deadline for submittal of questions. The City will not accept or respond to oral inquiries.

GENERAL STATEMENT OF WORK:

The 2018-2020 On Call Parking Garage Repairs contract consists of on-call projects (Tasks) for repairs, moisture protection, and restoration work for Denver International Airport (DEN) parking garages and other DEN facilities as required. The work includes but is not limited to concrete repairs, concrete structural repairs, moisture protection, removal and replacement of expansion joints, removal and replacement of sealants, preparation for and application of sealers and coatings and cleaning, repairing and improving parking and roadway drain systems. Contractor shall provide licensed and permitted repairs. Contractor shall provide demonstrated experience in parking garage structural repairs and using latex modified concrete for structural repairs. Contractor shall provide demonstrated experience in parking garage moisture protection, expansion joint installations, and specialty concrete coating applications and demonstrated experience in sealants for concrete structures. The work locations may include any or all garage levels, all terminal roadways, approach and exit bridges and any other DEN facility as required. Projects will be incorporated into the contract through Task Orders. Performance time will be

established per task within a three (3) year period, or until the maximum authorized contract amount is reached, whichever occurs first.

PREQUALIFICATION: Each proposer must be pre-qualified in the category of 2(g) Buildings: Structural Rehabilitation General at the \$6,000,000.00 (six million dollars) level, in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each proposer must have submitted a prequalification application a minimum of ten (10) calendar days prior to the proposal due date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 West Colfax Avenue, Department 506, Denver, Colorado 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification or call 720-865-2539 for prequalification information ONLY.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

Pursuant to Article III, Division 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, the Project goal 21% must be met with certified participants as set forth in Section 28-65, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 D.R.M.C. For compliance with good faith requirements under Section 28-62(b), the M/WBE percentage solicitation level required for this project is 100%.

MISCELLANEOUS: As its best interests may appear, the City and County of Denver reserves the right to reject any or all proposals and to waive informalities in proposals.

Published in the Daily Journal: November 20, 21, & 22, 2017

INSTRUCTIONS TO PROPOSERS

IP-1 INSTRUCTIONS TO PROPOSERS

These Instructions to Proposers are a part of the Contract Documents and are intended to serve as a guide to Proposers. They are general in nature and may be amended or supplemented as needed to support any one specific invitation to Proposal. Each Proposer shall prepare its Proposal in strict compliance with all requirements of the Contract Documents and by careful application of these instructions.

IP-2 SUBMISSION OF PROPOSALS

These Contract Documents contain Proposal Forms and Proposal Data Forms. The Proposer must complete these Proposal Forms and Proposal Data Forms and submit them as its Proposal.

Each Proposal must be enclosed in a sealed envelope, addressed to the Chief Executive Officer (CEO), showing on the face of the envelope the name of the Proposer, the project number, and descriptive title of the work for which the offer is made. The Notice of Invitation for Proposals identifies where and when the Proposal must be delivered.

Addenda to the contract documents will be issued by publication in their entirety on the DEN Contract Procurement Website, <http://business.flydenver.com/bizops/rfp.asp>, from which each addendum document may be downloaded by plan holders. Such addenda may include replacements for or additions to some or all of the pages of the Proposal Forms, and all Proposal Form pages added by addendum shall be submitted with the Proposal Forms. Either a complete addendum or a notice of its issuance will be posted on the DEN Contract Procurement Website. Prior to submitting proposals, Proposers shall read the DEN Contract Procurement website to confirm that they have received all addenda.

If Sensitive Security Information (“SSI”) will be provided to potential proposers prior to award of the Contract, each proposer shall be required to comply with Department of Aviation, Standard Policies and Procedures No. 6003, “Contractor Protection of Sensitive Security Information,” or its successor. A copy of this Policies and Procedures document will be provided with the Proposal Documents, or upon request by the Department of Aviation, Contract Services Office. Each proposer shall submit one original hard copy and one electronic copy of the proposal in Adobe format on (2) two separate media (i.e. flash drives) of the following, completed and executed in accordance with the Contract Documents:

- (1) The separately bound Proposal Forms booklet;
- (2) All Proposal Form pages not bound in such booklet which are included in any addendum to the Contract Documents.

IP-3 COMPLETING AND SIGNING PROPOSAL FORMS

The Proposer must complete the Proposal Forms by legibly writing or printing in ink, words or figures, or both if required, all the Proposer's offered prices for performing the work. All blank spaces that require a response of the Proposer must be properly filled in. In filling out the Proposal Forms, the Proposer should not make any strikeouts, interlineations, white outs, or erasures.

For any contracts containing unit prices, the Proposer shall specify in the Proposal Forms a unit price for each item for which a quantity is given and shall write in figures the products of the respective unit prices and quantities in the "Amount" column provided for that purpose.

Each Proposer must sign the Proposal Forms and give the Proposer's current business address. If an individual, the signature must be of the individual offering the Proposal; if a partnership, the signature must be that of a general partner; and if a joint venture, by each joint venture participant in their individual capacity as a corporation, partnership, or individual; if a corporation, both the president or a vice president and the secretary must sign and the seal of the corporation must be affixed. Signatures of other persons may be acceptable if the Proposal contains evidence satisfactory to the Manager to prove that the other persons are authorized to bind the Proposer.

IP-4 UNACCEPTABLE PROPOSALS

The City will not accept Proposals from Proposers in arrears to the City upon debt or contract, or which are defaulters (as surety or otherwise) upon any obligation to the City, or that are deemed irresponsible or unreliable by the CEO. A history or pattern of litigation against the City and County of Denver by any Proposer, proposed subcontractor, interested party, or any person, firm, or corporation affiliated with any Proposer, among other items, will be considered by the Manager in determining the responsibility and reliability of Proposers. Proposers may be required to submit satisfactory evidence that they have a practical knowledge of the particular work proposed upon and that they have the necessary financial resources to complete the proposed work.

IP-5 ONLY ONE PROPOSAL ACCEPTED

The City will accept only one Proposal for the same work (Contract) from any one Proposer. This includes Proposals that may be submitted under different names by one firm or corporation. Evidence of collusion among Proposers shall be grounds for exclusion of any Proposer who is a participant in any such collusion.

IP-6 CONSIDERATION OF PROPOSALS

After the Proposals are opened and read and any discrepancies have been reviewed, Proposals will be compared based on the evaluation factors stated herein.

If a discrepancy exists between a price or amount written in words and the price or amount written in figures, the price or amount written in words shall govern, except that in the case where a price or amount shown in figures has been crossed out and replaced with a new, legible, initialed figure, the initialed figure shall govern.

Any Proposal discrepancies that the City corrects in accordance with the general rules described above shall be corrected with the understanding that the Selected Proposer waives any claims against the City because of the Proposer's mistakes in its Proposal.

The City reserves the right to waive informalities, to reject any and all Proposals, and to advertise for new Proposals where it is in the best interest of the City.

IP-7 INFORMAL AND UNBALANCED PROPOSALS

Proposals shall be considered informal and may be rejected for the following reasons:

- (a) If the Proposal is on a form other than the Proposal Forms furnished by the City, or if the form is altered or any part thereof is detached.
- (b) If there are unauthorized additions, conditional or alternate Proposals, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous.
- (c) If the Proposer fails to acknowledge in the Proposal receipt of any or all addenda current on the date of opening of Proposals.
- (d) If the Proposal does not contain a unit price or lump sum amount for each item listed except in the case of authorized alternative items.
- (e) If there are strikeouts, interlineations, white outs, or erasures in the Proposal Forms.
- (f) If the Proposal is unbalanced so that (1) each pay item does not reasonably carry its own proportion of cost, or (2) any pay item contains an inadequate or unreasonable price.

IP-8 EVALUATION FACTORS FOR AWARD

Those proposals which have been properly submitted will be evaluated to determine a competitive range. The requirements in the Invitation for Proposals are considered to be minimum requirements. More points may be awarded for exceeding the minimum requirements. The proposals will be evaluated on the following factors.

Narrative Contents	Maximum # of pages
Experience/Past Performance	3
Airport Experience	2
Key Personnel	2
Management and Quality Control Plan	4
Scheduling	2
*Required Forms	n/a
*Resumes of Key Personnel	n/a
*Exhibits K and L	n/a
*(7A) Proposer’s Firm Price for Task 1	n/a
*(7C) Core Staff Rates and Markups Percentages	n/a

***These items are not included in the total allowed page count.**

A.) DESCRIPTIONS of EVALUATION FACTORS

(1) Experience/Past Performance

Proposals that demonstrate in-depth and long-term experience in the type of on-call work of this contract will receive more points than those with only occasional experience in this work. Provide a list of the last 6 (or more) parking garage projects that you have completed in the last 5 years. Provide a description of the repairs, the dollar value of the contract, the time it took to do the work, the Owner/facility name and the name and contact information of the person that managed the repairs. Describe the proposer’s experience with meeting schedules, with managing costs, with solving problems, with making repairs during the warranty period and with the ability to satisfy previous customers will contribute to the final score. Points will also be awarded for up to three projects submitted as experience which were performed for federal, state or local governmental agencies, private companies or organizations which the proposers

believes will demonstrate its ability to perform under the terms and conditions of this contract. Accuracy of information provided and conformance to the proposal requirements may also affect the final score.

(2) Airport Experience

Proposer should discuss past or current experience working at active airports or similar facilities. Points will be awarded for similar work, familiarity of airport operations and restrictions, and creative problem solving within this type of environment.

(3) Key Personnel

The Contractor's key personnel will be evaluated based on the individual's construction experience and/or education. Length of experience, diversity of relevant experience, specific in-depth experience with the wide range of products and techniques used in the specialized work of this contract, a range of experience working with the public, with traffic control, with operating facilities, with site utilities, building lighting, HVAC, plumbing and fire alarm systems will be some of the criteria used for evaluation of the personnel.

(4) Management and Quality Control Plan

The successful implementation of an appropriate management and quality control plan is a contract requirement for all tasks. The evaluation will consider effectiveness of Proposer's plan. Unnecessarily elaborate and perceived inefficient and/or ineffective plans will receive lower scores in the evaluation. The evaluation will consider whether or not each specified item of concern is addressed. The Management and Quality Control Plan must address the following:

- a. Describe how you will assure that only high quality work is provided.
- b. Describe how you will assure that the price proposal for each task order is reasonable before it is submitted to the DEN Project Manager for consideration.
- c. Demonstrate that you have the ability and will respond quickly when there is a construction related issue identified by DEN that is negatively affecting DEN operations.
- d. Describe what you will do to establish positive attitudes, cooperation and good working relationship between your firm, subcontractors and DEN/the City.

(5) Scheduling

DEN contractors must be able to produce P6 schedules in accordance with DEN contract requirements. Points will be awarded for experience in these areas and demonstrated prior use.

(6) Diversity and Inclusivity in City Solicitations

Using the attached form, entitled "Diversity and Inclusiveness in City Solicitations Information Request Form", please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Information Request Form will provide an opportunity for City contractors to describe their own diversity and inclusiveness practices. Contractors are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor's current practices, if any. Diversity and Inclusiveness information provided by City contractors in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors will be in such reports.

(7A) PROPOSER'S FIRM PRICE FOR TASK 1 – 2018 PARKING GARAGE REPAIRS AND MOISTURE PROTECTION

See article (7A) in the Contractor's PROPOSAL LETTER for instructions on how to complete this requirement.

(7B) PRICES FOR FUTURE TASKS, FOR 2019, 2020 AND Any Other Tasks

See article (7B) in the Contractor's PROPOSAL LETTER for instructions on how to complete this requirement.

(7C) CORE STAFF RATES AND MARKUP PERCENTAGES

See article (7C) in the Contractor's PROPOSAL LETTER for instructions on how to complete this requirement.

B.) SCORING OF EVALUATION FACTORS

The City's Selection Committee will review and evaluate the written proposals based upon the Proposer's qualifications as defined in IP-8. The City will notify qualified proposers for an interactive interview that may include situational-based question or questions.

The City shall then, taking into consideration the recommendations of the Evaluation, Interview, and attempt to negotiate a Contract with the most qualified, responsive and responsible Proposer.

Each proposal will be awarded points for each of the categories defined here in Section IP-8, and each category will be rated from 0-5, with 5 being considered an excellent response, and 0 being considered non-responsive. The rating will be multiplied by the weight factor for each category.

IP-9 NOTICE TO SELECTED PROPOSER - EXECUTION OF CONTRACT

The Selected Proposer will be given written notice of such status on the form included in the Proposal Documents within sixty (60) days from the date of submittal of Proposals.

The Selected Proposer shall execute the contract and return it to the City along with the required bonds and insurance forms within ten (10) consecutive calendar days from and including the date of the Notice to Selected Proposer. When the executed contract and the required bonds and insurance certificates are received, approval for the City to contract with the Selected Proposer shall be sought in accordance with the Charter of the City and County of Denver. Such notice shall not create any rights in the Selected Proposer to any contract with the City.

IP-10 QUANTITIES

Payment to the Contractor will be based on the actual quantities of work performed, measured, and accepted or materials furnished in accordance with the Contract Documents.

IP-11 PROCUREMENT INTERNET SITE

It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN Contract Procurement Website <http://business.flydenver.com/bizops/rfp.asp> to see if addenda have been issued or may also contact the DEN Contract Procurement Administrator, Cecilia Lawson, by email at Cecilia.Lawson@flydenver.com.

Please visit DEN's Contract Procurement Internet Site at <http://business.flydenver.com/bizops/index.asp> which contains such services and information as:

- A. On-Line application for consultant/consultant data base for project mailings
- B. Advertisements for RFQs, RFPs, IFBs
- C. Status RFQs, RFPs, IFBs
- D. Addenda

- E. Incidental project information is available for viewing and printing, which includes:
 - 1. Planholder's list
 - 2. Pre-Proposal/Pre-Bid Conference attendance list
 - 3. Questions and Answers
- F. Forecasted Projects
- G. You may email DEN's Procurement Administrator directly from the site.

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

IP-12 INTERPRETATION OF PROPOSAL DOCUMENTS

During the Proposal period, Proposers shall request, in writing, clarification or interpretation of any apparent errors or omissions in the contract documents, any apparent inconsistencies between different provisions of the contract documents, or any other point in the contract documents which the Proposer believes requires clarification or interpretation by the City. Any such request must be submitted in writing by email to contract.procurement@flydenver.com, must have the words "**Request for Clarification**" and "**Contract No. 201736992**" in the email subject line, and must be received not later than ten (10) calendar days before the date and time set for receipt of Proposals. For purposes of the contract, it shall be conclusively presumed that prior to proposing, the Proposer requested clarification or interpretation of any apparent errors, inconsistencies, or other point in the contract documents believed to require clarification or interpretation, and has waived the right to later claim extra payment or time extensions on account of any such error.

Information about any interpretation or clarification made by the City in response to such request will be posted on the DEN Contract Procurement website, <http://business.flydenver.com/bizops/contracts.asp>. It shall be the Proposer's responsibility to ensure it has reviewed all such interpretations or clarifications. After Proposals are opened, all Proposers must abide by the decision of the Chief Executive Officer (CEO) or the CEO's authorized representative as to the interpretation or clarification. If the CEO or the CEO's authorized representative determines that the decision or interpretation requires that an addendum to the Proposal documents be issued, such addendum will be posted on the DEN Contract Procurement website and either the complete addendum or a notice of its issuance will be posted on the Contractor's Bulletin Board. It shall be the Proposer's responsibility to ensure it has received all such addenda, and each Proposer must acknowledge receipt of all addenda on the Proposal Forms when it submits its Proposal.

The City shall not be bound by and the Proposer shall not rely on any oral interpretation or clarification of the Proposal Documents.

IP-13 WITHDRAWAL OF PROPOSAL

A Proposer may withdraw its Proposal (s) prior to the due date of submittals.

IP-14 SUBCONTRACTOR LISTS IN PROPOSAL

Proposer should identify subcontractors that help the contractor meet MWBE goals; however, no other subcontractor lists are required.

IP-15 TAXES

1. General. Proposers are referred to the General Conditions, G.C. 323, as to taxes to which they may be subject in performing the Work under this contract, including but not limited to sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Conditions and not in lieu of them.
2. Sales and Use Tax. Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways, and other public works owned by the City and County of Denver at Denver International Airport are exempt from state, RTD, and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City and County of Denver.
3. Exemption Certificates – Sales and Use Tax. It is responsibility of the Contractor and its subcontractors to apply to the Colorado Department of Revenue (“CDOR”) for a certificate, or certificates, of exemption indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Proposers shall not include in their Proposal amounts the exempt State, RTD, and Cultural Facilities District Sales and Use Taxes.
4. Denver Occupational Privilege Tax. Any employee working for a contractor or a subcontractor who earns over \$500 working in Denver during a calendar month is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

IP-16 NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS

It is the policy of the City and County of Denver to prohibit discrimination in the award of construction contracts and subcontracts for public improvements. Further, the City and County of Denver encourages contractors to utilize minority and women owned businesses and to divide the construction work into economically feasible units or segments to allow the most opportunity for subcontracting.

**IP-17 MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE)
REQUIREMENTS**

Divisions 1 and 3, Article III of Chapter 28 of the Denver Revised Municipal Code (Sections 28-31 to 28-36 and 28-52 to 28-90, D.R.M.C.) (the "Ordinance") apply to this Project and are incorporated into this Contract by reference.

M/WBE Project Goal of 21%

The prime contractor is required to list its proposed Minority and Women Business Enterprise (M/WBE) participation. All requirements listed below must be followed when submitting a response to this RFP. Construction contracts made and entered into by the City and County of Denver are subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (D.R.M.C.) and the Minority and Women Business Enterprise Program's Rules and Regulations adopted by the Director of the Division of Small Business Opportunity (DSBO), which will be incorporated into any agreement entered into as part of this selection process. Article III, Division 1 of Chapter 28 D.R.M.C. provides for the adoption of a MBE/WBE Business Enterprise Goals Program to be administered by DSBO. Each submittal must comply with the terms and conditions of the ordinance in submitting its response and, if awarded the Contract, in performing all work thereunder. A proposer's failure to comply with the ordinance requirements and any Rules or Regulations promulgated pursuant to the ordinance, or any additional requirements contained in this Request for Proposal, shall render its submittal non-responsive and may constitute cause for rejection.

In order to comply with the submittal requirements of Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, a prime contractor shall either meet the specific MBE/WBE goal for this project or, in the alternative, demonstrate that they have made sufficient good faith efforts to meet the goal in accordance with good faith provisions listed in D.R.M.C. 28-67. In preparing a proposal to comply with D.R.M.C. 28-65 requirements by meeting the Project goals, proposers shall consider the following instructions:

- A. The Director of the DSBO has established a project goal for expenditures for construction performed for the City & County of Denver. The specific goals for this project are as stated in this Request for Proposal.
- B. In preparing its submittal to meet the goal, each proposer must complete a submit a List of Proposed MBEs and/or WBEs, sub-contractors and suppliers. At a minimum, this list must contain the following information: the name, the address, a brief description of the supply/service to be performed, the committed level of participation expressed as a percentage and, as applicable, an actual dollar amount and any other required information for each MBE or WBE, of any tier, which the prime contractor intends to utilize in performing services or supplies on this Project. Only the MBEs or WBEs identified on the list and only the precise levels of participation committed to for each MBE or WBE listed on a Contractors participation page at the time the response is submitted and will be considered in determining whether the proposer has met the MBE/WBE goal. Subsequent

additions, revisions or corrections to participation will not count towards meeting the Project goal.

- C. A MBE or WBE Prime Contractor may count only the value of the work that it self-performs towards the MBE/WBE project goal. In a joint venture with a MBE(s) or WBE(s) only the portion equal to the distinct and clearly defined scope of work performed by the MBE(s) or WBE(s) counts in meeting the MBE/WBE project goal.
- D. If a prime contractor is participating in a joint venture with a certified M/WBE firm, complete the Joint Venture Eligibility form and Joint Venture Affidavit contained in this RFP. Submit the aforementioned forms with the firm's Joint Venture Agreement, to the DSBO Director, at least 10 working days prior to the submittal due date. The Joint Venture must be approved prior to the bid opening or proposal submittal by the DSBO Director. Approval by the DSBO Director includes determining the amount the Joint Venture will count towards meeting the project goal.
- E. All MBE or WBE firms listed within the submittal document must be properly certified by the City on or before the submittal due date in order to count towards meeting the goal. The City maintains a MBE/and WBE Directory, which contains currently certified firms. The DSBO MBE/WBE Directory can be accessed on its website at: www.denvergov.org/dsbo Prime contractors are encouraged to use this list to assist in locating MBEs and/or WBEs for the services/supplies required on the Project. Changes may be made to the list at any time and the most current certification list must always be used in preparing a submittal. MBE or WBE certification does not, however, constitute a representation or warranty by the City as to the qualifications of any listed MBE or WBE firm.
- F. In accordance with D.R.M.C. 28-69, DSBO will evaluate each submittal to determine the responsiveness of the proposal to the MBE/WBE requirements. In determining if a proposer identified MBEs and/or WBEs and committed levels of participation comply with the Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C. requirements and, more specifically, met or exceed the stated MBE/WBE goal; DSBO shall base its determination solely on the information provided in the submittal document.
 - a. In reviewing committed levels of participation to determine whether or not the stated commitments meet the goal, DSBO will evaluate and total the levels presented using the following process. If the City requests a lump sum or maximum fee amount as part of the submittal process, DSBO will total the actual dollar amount and corresponding percentage amount of participation stated for each M/WBE firm listed. If the City does not require a lump sum or maximum fee amount as part of the submittal document, DSBO will total only the percentage amount of participation stated for each MBE or WBE firm listed.
 - b. If actual dollar amounts are required, DSBO will determine the exact commitment percentage for each listed MBE or WBE firm by dividing the dollar amount listed for each firm by the lump sum or maximum fee dollar amount submitted. These individual percentages, when totaled for all listed MBEs and WBEs will establish the total committed percentage level of MBE/WBE participation that the submitter must comply

with during the life of the Agreement. In all cases, the committed percentage level of MBE/WBE participation must equal or exceed the assigned MBE/WBE goal in order to comply with the Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C.

- c. When calculating participation levels, percentages or dollar amounts for each listed MBE or WBE to ensure compliance with the goal, a submitter must never round up in determining whether or not the total of these amounts meets or exceeds the particular percentage goal. The goal must be met or exceeded in percentage amounts and, where applicable, in actual dollar amounts for DSBO to determine that the proposer has met or exceeded the goal.
 - d. On submittals where a MBE or WBE supplier is listed for participation, its participation will count one hundred percent (100%) of the value of the commercially useful function performed on contracts of less than Five Million Dollars (\$5,000,000). However, on contracts of more than Five Million Dollars (\$5,000,000) a supplier's participation will count for only sixty percent (60%) toward satisfaction of the Project goal.
 - e. Unless otherwise specified in a request for qualifications, request for proposal, or other proposal solicitation, all proposals for the provision of on-call services for a period of time and with no delineation of the dollar amount for specific on-call projects, the proposer need list only the anticipated percentage level of committed participation for each listed MBE or WBE, rather than specific dollar amounts.
- G. In addition to the above referenced list, each submitter is required to fully complete, have executed and submitted a "Letter of Intent" for each MBE or WBE listed in their submittal document as a subcontractor or supplier. A MBE or WBE Prime Contractor needs to submit a Letter of Intent for itself. The MBE or WBE Prime must list itself and its level of participation on the page the submitter has designated for MBE/WBE participation within its submittal package. A Letter of Intent form is attached hereto. This Letter of Intent is a written communication from the Proposer to the City evidencing an understanding that the prime contractor has or will enter into a contractual relationship with each named MBE or WBE subcontractor and supplier. Each Letter of Intent shall be accompanied by a copy of the City and County of Denver's MBE certification letter for the named MBE/WBE. Prime contractors are urged to carefully review each Letter of Intent before submission to ensure that it is properly completed and executed by the appropriate parties. All MBE/WBE Letter/Letters of Intent shall be submitted with the proposer's submittal.
- H. In preparing a submittal, which seeks to comply with D.R.M.C. 28-67 by demonstrating a good faith effort, submitters should consider the following instructions relating to compliance with the MBE/WBE requirements:
- a. If any prime contractor is unable to meet the designated Project goal at the time of submission or elects to present a good faith effort in lieu of or in addition to

attempting to meet the goal, that firm must submit, with or before the submission of the submittal document, a detailed statement, including supporting documentation, demonstrating its good faith efforts to meet the established MBE/WBE goal in accordance with D.R.M.C 28-67. This statement shall address each of the items identified in the good faith effort.

- b. A prime contractor who fails to meet the Project goal and cannot show to the Director's satisfaction that it made an adequate good faith effort to meet the goal shall be considered non-responsive.
- c. The statement of good faith efforts shall include a specific response to each of the following criteria, as further defined by rule or regulation. In addition, a prime contractor may supplement its responses to include any additional information they believe may be relevant. Failure of a prime contractor to demonstrate adequate good faith efforts as to any one (1) of the following categories shall render the overall good faith showing insufficient and the submittal non-responsive. The required MBE/WBE good faith efforts are set forth below:
 - i. If pre-submittal meetings are scheduled by the City at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed negotiated construction contract, attendance at such pre-submittal meetings is not mandatory; however, prime contractors are responsible for the information provided at these meetings.
 - ii. The prime contractor must solicit through all reasonable and available means the interest of all MBEs and WBEs certified in the scopes of work of the contracts. The prime contractor must solicit the interest of such MBE's and WBEs within sufficient time, prior to the date of the final project-specific submittal, to allow such MBEs and WBEs to respond to the solicitation. The prime contractor must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
 - iii. The prime contractor must select the portions of the services of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, using best efforts to break out contract services into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry and professional practice, even when the prime contractor would otherwise prefer to perform these with its own staff. The prime contractor must identify what portions of the contract will be self-performed and what portion of the contract were selected for solicitation of statements of qualification or proposals from MBEs and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a prime contractor to perform the services of a contract

with its own staff does not relieve the proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.

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

- xi. In determining whether a prime contractor has satisfied good faith efforts as to a project goal, the success or failure of other prime contractors on the contract in meeting such project goal may be considered.

- I. In accordance with the provisions of Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C., the prime contractor agrees that it is committed to meeting either the MBE/WBE participation goal or the MBE/WBE participation set forth in its statement of good faith efforts. If a Good Faith Effort was performed, that documentation must be submitted in the prime contractor's proposal at the time of proposal submission. The prime contractor must indicate either commitment on a page it designates as the "Commitment to MBE/WBE Participation". This fully executed statement of commitment must be included with the proposal and must address and confirm the following understandings:
 - a. The Contractor understands it must maintain the designated MBE/WBE goal or good faith commitments throughout the life of the Agreement, in accordance with the requirements set out in D.R.M.C. 28-72.
 - b. The Contractor understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in satisfying the MBE/WBE participation goal.
 - c. The Contractor understands that if amendments or any other agreement modifications are issued under the Agreement, the 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 Agreement, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
 - d. The Contractor understands that if amendments or other Agreement modifications are issued under the Agreement and such changes result in an increase in scope of services in an Agreement or otherwise increase the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by a MBE or WBE at the time of contract award, such changes shall be contemporaneously submitted to DSBO. Those changes, of any kind or nature, that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor, shall be subject to goals for MBEs or WBEs equal to the original goals on the Agreement. The contractor must satisfy such goals as respects to such changed scope of work by soliciting new MBEs or WBEs as applicable pursuant to D.R.M.C. 28-73, or must show each element of a modified good faith effort pursuant to D.R.M.C. 28-75(c). The contractor shall supply to the Director for approval, the modified good faith effort documentation as required by D.R.M.C. 28-75(c).

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

supplies described in the Agreement. Failure to comply with these provisions may constitute cause for rejection of a proposal or subject the selected Contractor to sanctions. These instructions are intended only to generally assist the prime contractor in preparing and submitting a compliant proposal, should any questions arise regarding compliance under specific circumstances, prime contractors must consult Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C., and its accompanying Rules and Regulations and are encouraged to contact the designated DSBO project representative at (720) 342-2180.

IP-18 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

The City and County of Denver encourages, but does not require, participation of independent partnerships with SBEs, MBEs, WBEs, and other business enterprises in supply chain activities, prime/subcontractor partnerships, and joint ventures for all contracts and purchase orders. Failure to participate or disclose this information will not impact the award of the contract or purchase order. Voluntary disclosure of such independent partnerships to the City, if any, will be forwarded the DSBO for recording purposes only.

Using the form contained in the Bid Forms, entitled Diversity and Inclusiveness in City Solicitations Information Request form, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Information Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/consultants are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant's current practices, if any. Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

In order for the agency or City to consider the proposal, Consultants must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form. **Please send your survey to Contract.Procurement@flydenver.com and print out a copy and include it as part of your submitted proposals. A proposal or response to a solicitation by a consultant that does not include this completed form shall be deemed non-responsive and rejected.** The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>

The Diversity and Inclusiveness form is separate from the requirements established by DSBO, and must always be completed regardless of whether or not there are any goals assigned to the project.

IP-19 WAGE RATE REQUIREMENTS

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

Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date the Contract was fully executed. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

IP-20 CONSTRUCTION SCHEDULING

The Proposer should refer to the General Conditions, Special Conditions, and Division I of the Technical Specifications for scheduling requirements for this contract.

IP-21 EQUAL EMPLOYMENT OPPORTUNITY

1. Article III, Division 2 of Chapter 28 applies to this contract. It is the policy of the City to provide equal opportunity in employment without regard to race, color, creed, sex, national origin, religion, marital status, or political opinion or affiliation. It is hereby deemed and declared to be for the public welfare and in the best interest of the City to require Proposers, contractors and subcontractors soliciting and receiving, directly or indirectly, compensation from or through the City, for the performance of such contracts, to meet certain affirmative

action and equal employment opportunity requirements. Additionally, contractors and subcontractors that hold any contracts which are federally-assisted shall be required to adhere to the Department of Labor's Contract Compliance program under Executive Order 11246 as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60-4.

2. After the Notice to Selected Proposer has been issued, the Selected Proposer shall submit the following to the Small Business Opportunity Division:
 - (a) A statement that the Proposer shall implement the affirmative action steps set forth in the Rules and Regulations and Proposal Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, attached hereto, or the Proposer's affirmative action plan which meets these requirements, and
 - (b) A projection of its anticipated workforce for this contract on the attached "EEO Questionnaire." Both of these submittals are required before the Small Business Opportunity Division will approve the Notice to Proceed.
3. The Proposer which is awarded this contract shall comply with the provisions and requirements, including the goals of minority and female participation and specific affirmative action steps, set forth in the Rules and Regulations and Proposal Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, as said rules and regulations may be amended or readopted from time to time by the Manager of Public Works or the Director of the Small Business Opportunity Division.

IP-22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of its Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in any government contract by any Federal, State, or local government department or agency. It further agrees by submitting its Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to its Proposal.

IP-23 INSURANCE REQUIREMENTS

In preparing its Bid, the Bidders shall assure that insurance requirements contained in the Contract Documents are met. In accordance with the provisions of General Contract Condition 1601, INSURANCE, the minimum insurance requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION** contained in the

Special Conditions Section of the Contract Documents. Bidders are urged to consider in preparing a bid hereunder that the Contractor and all subcontractors performing Work on the Project must comply with each condition, requirement or specification set forth in the form certificate, unless such requirements are specifically excepted in writing by the City's Risk Management Administrator. The Contractor must either include all subcontractors performing work hereunder as insureds under each required policy or obtain a separate certificate for each subcontractor. The City reserves the right to request copies of these certificates at any time.

All certificates required by this Contract shall be sent directly to Denver International Airport, Business Management Services, via the following email address: ContractAdminInvoices@flydenver.com. The City project/Contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

IP-24 EVALUATION OF QUALIFICATIONS

The City's Evaluation and Selection Committee will review and evaluate the written qualifications based upon the Proposer's demonstrated experience and qualifications in the scope of services required. The Proposer's ability to present its qualifications in writing, in a clear, concise and organized manner will be considered in the evaluation. The City shall then, taking into consideration the recommendations of the Evaluation and Selection Committee and select the most qualified Proposer(s) for contract negotiations.

IP-25 INVOICING

The Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. Proposers shall use the Textura fee pricing schedule included with the proposal forms to calculate the Textura fee as a percentage of each individual task order. Textura fee shall be included as a line item with no mark-up on each individual task order.

All fees associated with the CPM System are to be paid by the Contractor prior to billings for any work performed. The Textura fee is reimbursable back to the Contractor as a direct expense with no markup applied. The City reserves the right to remove any markup to the fee, or reject from consideration any Proposals that erroneously calculates the fee to include a markup.

IP-26 PROJECT CONTROLS REQUIREMENTS

The Contractor will be required to use the designated Project Management Information System (PMIS) and Primavera P6 compatible to comply with the requirements of DEN's Project Controls System. The PMIS is Airport Infrastructure Management's tool for project and information management, data analysis and document control. Denver International Airport will be responsible for providing the licensing and

training for PMIS. The Contractor will be responsible for providing a compatible Primavera P6. The Contractor will also be responsible for providing and maintaining the computer hardware, software and system environment capable of supporting Project Controls System requirements including as the minimum: internet connection; Microsoft Internet Explorer 8 or better; Microsoft Office 2010; Oracle Java JRE 1.7.0 Update 5 and Adobe Acrobat X Pro. This is the only project management system that will be accepted.

IP-27 SCHEDULE OF EVENTS

This projected schedule below is an estimated timeline and is subject to change at the sole discretion of the City.

Event	Date
RFP Issued	Monday, November 20 2017
Pre-Proposal Conference	Wednesday, November 29, 2017 at 2:00 pm
Last Date to Submit Questions	Thursday, December 14, 2017 at 2:00 pm
Proposal Due Date	Thursday, December 28, 2017 at 2:00 pm

PREVAILING WAGES

**The Prevailing Wage Schedule(s) which apply to this contract are
contained in the pages immediately following this page.
These pages are not included in the page numbering of this contract document.**

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, Human Resources Technician
DATE: Thursday, October 5, 2017
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, September 22, 2017** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO170012
Superseded General Decision No. CO20160012
Modification No. 9
Publication Date: 9/22/17
(8 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.

General Decision Number: CO170012 09/22/2017 CO12

Superseded General Decision Number: CO20160012

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	02/03/2017
3	04/07/2017
4	05/19/2017
5	05/26/2017
6	06/02/2017
7	06/09/2017
8	07/21/2017
9	09/22/2017

ASBE0028-001 07/01/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 29.73	13.93

BRCO0007-004 01/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 26.62	7.99

BRCO0007-006 05/01/2017

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.32	9.90

ELEC0012-004 09/01/2016

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 28.00	11.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	11.00+3%

ELEC0068-001 06/01/2017

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.70	14.97

* ELEC0111-001 09/01/2017

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 25.68	25.25%+\$5.75
Line Equipment Operator.....	\$ 31.35	25.25% + \$5.75
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

ELEC0113-002 06/01/2017

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	15.38

ELEC0969-002 06/01/2015

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.92

ENGI0009-001 05/01/2017

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 27.92	10.10
Blade: Rough.....	\$ 27.60	10.10
Bulldozer.....	\$ 27.60	10.10

Cranes: 50 tons and under..	\$ 27.75	10.10
Cranes: 51 to 90 tons.....	\$ 27.92	10.10
Cranes: 91 to 140 tons.....	\$ 28.55	10.10
Cranes: 141 tons and over...	\$ 29.82	10.10
Forklift.....	\$ 27.22	10.10
Mechanic.....	\$ 28.08	10.10
Oiler.....	\$ 26.84	10.10
Scraper: Single bowl under 40 cubic yards.....	\$ 27.75	10.10
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 27.92	10.10
Trackhoe.....	\$ 27.75	10.10

IRON0024-003 05/01/2017

	Rates	Fringes
Ironworkers:.....	\$ 26.30	21.45
Structural		

LABO0086-001 05/01/2009

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

PLUM0003-005 06/01/2017

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

	Rates	Fringes
PLUMBER.....	\$ 39.08	16.44

PLUM0058-002 07/01/2017

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

PLUM0058-008 07/01/2017

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.70

PLUM0208-004 06/01/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62

SHEE0009-002 07/01/2017

	Rates	Fringes
Sheet metal worker.....	\$ 33.26	16.61

TEAM0455-002 07/01/2016

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 20.16	4.02
Tandem/Semi and Water.....	\$ 20.79	4.02

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	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

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

Office of Human Resources
Supplemental rates
(Specific to the Denver Projects)
(Supp #74, Date: 02-03-2012)

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers: Janitors/Yardmen		\$17.68	\$8.22
Laborers:			
	GROUP 1	\$18.18	\$8.27
	GROUP 2	\$21.59	\$8.61
Laborers: (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
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwrights		\$28.00	\$10.00
Power Equipment Operators (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 Operators:			
	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 Drivers:			
	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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less.

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, articulated truck operator, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; pile driver, tractor with side boom, roto- mill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining

Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 2 - Plug and galleys in dams; Scalars; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Guniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

Laborers (Removal of Asbestos) Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

GROUP 2 - Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting.

GROUP 3 - Truck Driver Snow Plow.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards.

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

**CONTRACTOR'S PROPOSAL
FORMS**

**2018-2020 ON CALL PARKING GARAGE REPAIRS
CONTRACT NO: 201736992**

TBD 2017

CONTRACTOR

John Rohrer Contracting Co., Inc.

NAME
2820 Roe Lane, Bldg. S

ADDRESS
Kansas City, KS 66103

PROPOSAL LETTER

PROPOSER John Rohrer Contracting Co., Inc.

Chief Executive Officer
City and County of Denver
Business Management Services (Procurement) Office
Airport Office Building, Room 8810
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249

This letter is in response to the Notice of Invitation for Proposals first published on November 20, 2017, for Contract No. 201736992, Denver International Airport.

This contract consists of projects (Tasks) for the **2018-2020 On Call Parking Garage Repairs**. Work will consist of concrete repairs, moisture protection and other repairs as required for structures at DEN. Projects will be incorporated into the Contract through Task Orders.

The undersigned Proposer declares that it has carefully read and examined all of the contract documents which include, but are not limited to, the Technical Specifications, Construction Contract General Conditions, Special Conditions, Instructions to Proposers, and EEO provisions. Proposer hereby proposes to furnish all labor, materials, equipment, tools, transportation and services, and to discharge all duties and obligations necessary and required to perform and complete the Work as required in the Contract Documents and the Task Order Documents as provided.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

Addenda Nos.: 1, 2, & 3.

The undersigned agrees that this Proposal is a firm offer to the City to perform and complete the Contract described above, which cannot be withdrawn for one hundred twenty (120) calendar days after the Proposals are opened or until after a contract for the work described in these Proposal documents is fully executed by the City, whichever date is earlier.

The undersigned Proposer hereby agrees to appear at Denver International Airport, Business Management Services Office, Room 8810, Airport Office Building, at any time within five (5) working days from the date of a written notice from the Manager to do so, mailed and/or faxed to the business address of Proposer and at that time the Proposer shall: (1) deliver an executed Contract which conforms with this Proposal; (2) furnish the required performance and payment bonds in the sum of the Task 1 Proposal Amount, executed by a surety company acceptable to the Manager; and (3) furnish the required insurance documents.

Enclosed herewith is a Proposal guarantee, as defined in the Instructions to Proposers, in the amount of which Proposal guarantee the undersigned Proposer agrees is to be paid to and become

the property of the City as liquidated damages should the Proposal be considered to be the best by the City and the undersigned Proposer notified that it is the apparent low Proposer and it fails to enter into contract in the form prescribed and to furnish the required performance and payment bonds and evidences of insurance within seven (7) days as stipulated above.

The Contractor's Proposal shall address all of the subjects required by this RFP and shall provide the completed firm price proposal for TASK 1 - 2018 Parking Garage Repairs and Moisture Protection, the pricing information required in Exhibits K and L and all other form and documents required. All of the forms must be completed. Proposer acknowledges that the City may incorporate, at its option, any or all of the data submitted by the Proposer into a contract arising out of this Proposal.

The undersigned Proposer acknowledges the right of the City to waive informalities in the Proposals, to reject any or all Proposals submitted, and to re-advertise for Proposals.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and is satisfied that they are accurate; that it has carefully checked all words and figures and all statements made in these Proposal forms; and that it has satisfied itself with respect to the actual site conditions and the nature and location of the Work, the general and local conditions which may be encountered in the performance of the Work, and other matters which in any way affect the Work or the cost thereof.

[CERTIFICATION AND SIGNATURE ON FOLLOWING PAGES]

This Proposal is submitted upon the declaration that neither, I (we), nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposing in connection with this Proposal.

Dated this 28th day of December, 2017.

BUSINESS ADDRESS OF PROPOSER:

John Rohrer Contracting Co., Inc.

2820 Roe Lane, Bldg. S

City, State, Zip Code:

Kansas City, KS 66103

Telephone Number of Proposer:

303-838-4300

Fax Number of Proposer:

303-838-4554

Social Security or Employer Id. No. of Proposer:

48-0530087

SIGNATURE OF PROPOSER:

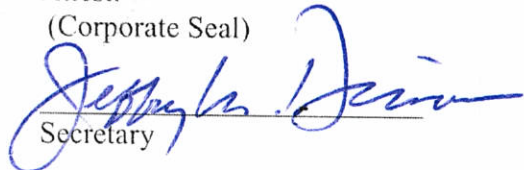
If a Corporation:

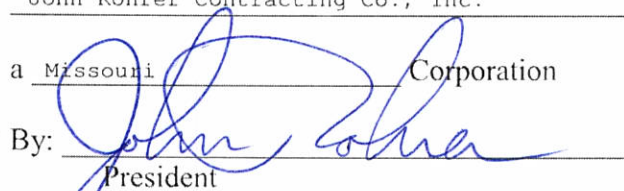
PRINT NAME OF CORPORATION:

John Rohrer Contracting Co., Inc.

Attest:
(Corporate Seal)

a Missouri Corporation


Secretary

By: 
President

If a Limited Liability Company:

PRINT NAME OF LIMITED LIABILITY COMPANY:

Organized in the State of _____

By: _____
Manager

[Signature blocks for partnerships, limited partnerships and joint ventures are on following page(s)]

Exhibit K

FRINGE BENEFIT MULTIPLIER Calculation

John Rohrer Contracting Co., Inc.

City and County of Denver
Department of Aviation

“Company Proprietary Information”
Release to others outside the Denver International
Airport Planning and Development Division is
PROHIBITED
without the expressed written permission
from the company named above.

**The fringe benefit multiplier which was attached to the
RFP Proposal is incorporated herein by reference.**

Exhibit L

Contractor Core Staff Rate Proposal

John Rohrer Contracting Co., Inc.

City and County of Denver
Department of Aviation

“Company Proprietary Information”
Release to others outside the Denver International
Airport Planning and Development Division is
PROHIBITED
without the expressed written permission
from the company named above.

**The contractor core staff rate proposal which was attached
to the RFP Proposal is incorporated herein by reference.**

A. Labor Markup

Labor Markup Percentage: 12%

Markup to be multiplied by estimated labor cost as negotiated. Estimated labor cost will be the estimated actual labor costs submitted by contractor and verified by CCD. Estimated labor cost will include all craft wages, fringe benefits and burdens. Markup will include overhead, home office overhead safety and other training, profit, small tools, and consumables. Small tools are defined as any tool with a replacement value of \$500 or less. Consumables are defined as any materials that may be consumed by the work and are not part of the permanent installation (e.g. rags, drill bits, hard hats, safety glasses, gloves, saw blades, reciprocating saw blades, tape, welding rod, etc.).

B. Material Markup

Material Markup Percentage: 12%

Markup to be multiplied by actual material quotes if available or estimated cost if not available. Markup will include overhead, home office overhead and profit. Markup will not be applied to sales taxes.

C. Equipment Markup

Equipment Markup Percentage: 12%

Markup to be multiplied by estimated equipment costs as negotiated. Estimated equipment utilization rates will be derived from the Rental Rate Blue Book for Construction Equipment as modified by CDOT Standard Specifications for Road and Bridge Construction, Section 109.04 (c). Markup to include overhead, home office overhead and profit.

D. Subcontractor Markup

Subcontractor Markup Percentage: 8%

Markup to be multiplied by agreed-to subcontractor proposals submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

E. Engineering and Survey Markup

Engineering and Survey Markup Percentage: 8%

Markup to be multiplied by agreed-to subcontractor proposals submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

F. Testing Markup

Testing Markup Percentage: 8% _____

Markup to be multiplied by agreed-to subcontractor testing submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

G. Permits

Permits will be obtained by the contractor. Permit costs will be the agreed to or actual cost of the permit without markup. Costs to acquire the permit will be included in the other markups. Permit Fees by CCD. JRCC will pick up permit.

H. Sales Tax, Bond and Insurance

Sales tax, bonding and insurance costs will be the agreed to or actual cost without markup.

I. Additional or Extra Work Performed within a Task Order

Extra work will be performed utilizing the same markups as the original Task Order.

J. Retention

Final settlement and release of retention will be made upon completion of each Task Order rather than contract completion.

K. Subcontractors

Subcontractors will be required to use the same markups as the prime contractor. Reimbursement and mark-up percentage for subcontractor staff, when required, will be as described in section Labor Mark-up above.

**2018-2020 ON-CALL PARKING GARAGE REPAIRS
DEN CONSTRUCTION PROJECT NO 201736992
TASK 1 2018 PARKING GARAGE REPAIRS & MOISTURE PROTECTION**

WORK ITEM	DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	EXTENSION
PART I: GENERAL REQUIREMENTS/PRELIMINARY MATTERS					
1.0 GENERAL REQUIREMENTS					
1.1	Project Mobilization	L.S.	5	\$47,398.00	\$236,990.00
1.2	Concrete Formwork	Incidental			Incidental
1.3	Concrete Shores and Reshores	Incidental			Incidental
1.4	Concrete Reinforcement	Incidental			Incidental
1.5	Temporary Signage	Incidental			Incidental
1.7	Vehicle Relocation	E.A.	150	\$339.00	\$50,850.00
1.8	Overhead Protection/Temporary Signage/Traffic Control	L.S.	5	\$23,910.00	\$119,550.00
PART II: CONCRETE FLOOR/CEILING SURFACES					
3.0 CONCRETE FLOOR REPAIR					
3.2	Floor Repair - Partial Depth	E.A.	45	\$139.00	\$6,255.00
4.0 CONCRETE CEILING REPAIR					
4.3	Ceiling Repair - Inspect/Remove Loose Overhead	L.S.	3	\$9,890.00	\$29,670.00
6.0 CONCRETE COLUMN REPAIR					
6.1	Column Repair - Partial Depth/Shallow	S.F.	120	\$389.00	\$46,680.00
6.6	Column Repair - Haunches	EA.	6	\$4,490.00	\$26,940.00
8.0 PRECAST TEE BEAM REPAIR					
8.1	Tee Stem Repair - Partial Depth/Shallow	S.F.	12	\$839.00	\$10,068.00
8.2	Tee Stem Repair - Partial Depth/Deep	S.F.	12	\$1,749.00	\$20,988.00
PART IV: CRACKS AND JOINTS					
9.0 EXPANSION JOINT PREPARATION					
9.2	Expansion Joint Preparation - New Concrete Blockout	L.F.	400	\$349.00	\$139,600.00
9.3	Expansion Joint Preparation - Sidewalk/Curb	L.F.	80	\$919.00	\$73,520.00
9.4	Expansion Joint Preparation - At Jersey Barrier	EA.	4	\$7,669.00	\$30,676.00
10.0 EXPANSION JOINT REPAIR AND REPLACEMENT					
10.3	Expansion Joint - Elastomeric Concrete Edged	L.F.	400	\$189.00	\$75,600.00
10.6	Expansion Joint - Sillspan	L.F.	260	\$94.00	\$24,440.00
10.7	Expansion Joint - Metal Cover (Seismic)	L.F.	80	\$839.00	\$67,120.00
11.0 CRACK AND JOINT REPAIR					
11.3	Joint Repair- Vertical Joint Sealant (Exterior)	L.F.	2685	\$29.00	\$77,865.00
11.4	Joint Repair - Precast Tee/Tee Joint Sealant	L.F.	2640	\$16.90	\$44,616.00
11.5	Crack Repair - Epoxy Injection	L.F.	300	\$79.00	\$23,700.00
PART VII: MECHANICAL/ELECTRICAL SYSTEMS					
25.0 MECHANICAL - DRAINAGE					
25.3A	Mechanical - Replace 4" Pipe and Hangers	L.F.	180	\$130.00	\$23,400.00
25.3B	Mechanical - Replace 4" Elbow	E.A.	24	\$167.00	\$4,008.00
25.3C	Mechanical - Replace 4" Tee/Y	E.A.	24	\$194.00	\$4,656.00
25.3D	Mechanical - Replace 6" Pipe and Hangers	L.F.	60	\$183.00	\$10,980.00
25.3E	Mechanical - Replace 6" Elbow	E.A.	12	\$220.00	\$2,640.00
25.3F	Mechanical - Replace 6" Tee/Y	E.A.	12	\$312.00	\$3,744.00
25.6A	Mechanical - Clean Existing Drain Garage	EA.	181	\$549.00	\$99,369.00
25.6B	Mechanical - Clean Existing Round Drain Roadway	EA.	112	\$549.00	\$61,488.00
25.6C	Mechanical - Clean Existing Square Drain Roadway	EA.	50	\$549.00	\$27,450.00
25.7A	Mechanical - Clean Existing Drain Pipe - Level 5	L.F.	2100	\$8.00	\$16,800.00
25.7B	Mechanical - Clean Existing Drain Pipe - Roadway Levels 5 and 6	L.F.	4090	\$8.00	\$32,720.00
25.7C	Mechanical - Clean Existing Drain Pipe - Roadway Levels 4	L.F.	1000	\$8.00	\$8,000.00
25.8A	Mechanical - Replace 4" No Hub Connections	EA.	616	\$87.00	\$53,592.00
25.8B	Mechanical - Replace 6" No Hub Connections	EA.	182	\$108.00	\$19,656.00
25.9A	Mechanical - Replace Round Drain Cover	EA.	18	\$370.00	\$6,660.00
25.9B	Mechanical - Replace Rectangular Drain Cover	EA.	12	\$370.00	\$4,440.00
PART VIII: ARCHITECTURAL REPAIRS					
90.0 FAÇADE CLEANING					
90.1	Clean Façade - Detergent and Pressure Washing	S.F.	116844	\$2.00	\$233,688.00
91.0 FAÇADE COATING/PAINTING/STAINING					
91.1	Penetrating Sealer Exterior Spandrels Levels 5 & 6	S.F.	67230	\$2.20	\$147,906.00
91.2	Penetrating Sealer Columns 2'-0" x 2'-0" x 13'-0"	E.A.	160	\$570.00	\$91,200.00
91.5A	Elastomeric Coating Columns 2'-0" x 2'-0" x 13'-0"	E.A.	25	\$740.00	\$18,500.00
91.5B	Elastomeric Coating Columns 2'-0" x 2'-0" x 3'-0"	E.A.	187	\$340.00	\$63,580.00
91.5C	Elastomeric Coating Columns 3'-6" x 2'-6" x 13'-0"	E.A.	16	\$1,774.00	\$28,384.00
91.5D	Elastomeric Coating Columns 2'-0" x 2'-0" x 3'-0" Roadway	E.A.	41	\$340.00	\$13,940.00
91.5E	Elastomeric Coating Columns 2'-0" x 2'-0" x 5'-0"	E.A.	40	\$411.00	\$16,440.00
91.5F	Elastomeric Coating Columns 2'-0" x 2'-0" x 4'-0" Light Post	E.A.	18	\$361.00	\$6,498.00
91.6	Elastomeric Beam Paint	S.F.	150	\$9.40	\$1,410.00
91.7	Elastomeric Interior Spandrel Level 5	S.F.	23100	\$9.40	\$217,140.00

TOTAL \$2,298,977.00

Proposal Data Forms

Proposer shall submit its Proposal Data in accordance with the format shown on each of the following Proposal Data Forms. Proposer shall prepare and use as many sheets as are necessary to provide the information required. Proposer shall ensure that each page of its Proposal Data is completed and properly identified with the Proposal Data form name, Proposer's name, and page number.

Proposal Data Forms

INFORMATION ABOUT CONTRACTOR

1. Name of Proposer/Contractor: John Rohrer Contracting Co., Inc.
2. Type of business entity: Corporation
NOTE: If Proposer is a **partnership** or **joint venture**, give full names of all partners or joint ventures. Proposal must be signed by all joint ventures. If Proposer is a **limited liability company**, Proposal must be signed by authorized manager (may be signed by member-manager if LLC is organized to allow management by members).
3. Prequalified by City and County of Denver as Construction Contractor : Categories: 1F(2) Concrete / 2G Structural Rehabilitation
Monetary Limit: \$3,000,000.00 / \$6,000,000.00
4. Address of Contractor: John Rohrer Contracting Co., Inc.
2820 Roe Lane, Bldg S
Kansas City, KS 66103
Telephone: 303-838-4300 Fax: 303-838-4554
5. Established where and when: 1926; Incorporated 10/14/1948
6. Contractor's Banks: US Bank
9900 W. 87th St., Overland Park, KS 66213
7. Principal Officers of Contractor (managers and members if LLC):

Name: John Rohrer

Name: Brandon McMullen

Title: President

Title: Sr. Vice President

Name: Kirt Courkamp

Name: Jeff Dimon

Title: Vice President

Title: Vice President

8. Proposer's/Contractor's City and County of Denver Contractor License if it has obtained one: License No.: 234260
Class: General Contractor - Class A

A contractor license is required prior to start of construction but not prior to Proposal submittal.

9. Proposer's/Contractor's state of incorporation (state of organization if an LLC or partnership): Missouri

10. Proposer's Surety: Fidelity and Deposit Company of Maryland

11. Surety's State of Incorporation: Maryland

12. Address of Contractor in other areas (if different from No. 4): John Rohrer Contracting Co., Inc. - Denver Branch

14791 S. Wandcrest Dr.

Pine CO, 80470

13. Name and address of person to receive payments: John Rohrer Contracting Co., Inc.

Attn.: Eileen Sumner

2820 Roe Lane

Kansas City, KS 66103

14. If the Proposer/Contractor is a joint venture, it shall attach a certified copy of the joint venture agreement. The joint venture agreement will not be included as a Contract Document.

15. The Proposer/Contractor shall identify all applicable labor agreements (if any) to be used in the performance of the Work: See attached list - Next Page

Proposer John Rohrer Contracting Co., Inc.

Proposal Data Forms

EQUAL OPPORTUNITY REPORT STATEMENT

Each Proposer shall complete and sign the Equal Opportunity Report Statement. A Proposal may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the Proposer fails to provide the fully executed Statement or fails to furnish required data. The Proposer shall also, prior to award, furnish such other pertinent information regarding its own employment policies and practices as well as those of its proposed subcontractors as the FAA, the Owner, or the Executive Vice Chairman of the President's Committee may require.

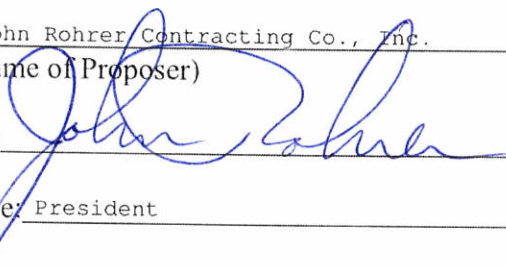
The Proposer shall furnish similar Statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by such subcontractors, before awarding subcontracts. No subcontract shall be awarded to any non-complying subcontractor.

Equal Opportunity Report Statement as Required in 41 CFR 60-1.7(b)

The Proposer shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of Proposal:

1. The Proposer has has not developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Proposer has has not participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Proposer has has not filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does does not employ fifty or more employees.

Dated: 12/21/2017

John Rohrer Contracting Co., Inc.
(Name of Proposer)
By: 
Title: President

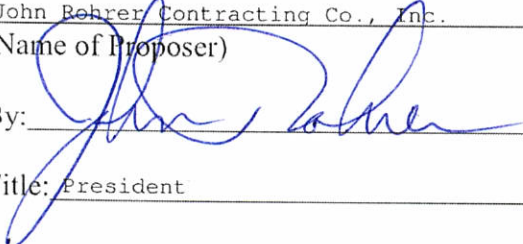
Proposer John Rohrer Contracting Co., Inc.

Proposal Data Forms

**CERTIFICATION OF NON-SEGREGATED FACILITIES
(Must be completed and submitted with the Proposal)**

The Proposer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Proposer certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Proposer agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The Proposer agrees that (except where it has obtained identical certification from proposed subcontractors for specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

DATED: 12/12/2017

John Rohrer Contracting Co., Inc.
(Name of Proposer)
By: 
Title: President

COMMITMENT TO MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

The undersigned has satisfied the MBE/WBE participant requirements in the following manner:
(please check the appropriate space)

The Proposer is committed to a minimum of 21% MBE/WBE utilization on the Project, and will submit Letters of Intent for each MBE/WBE listed in the Proposal Forms.

The Proposer is unable to meet the project goal of 21% MBE/WBE and is committed to a minimum of _____% MBE/WBE utilization on this project. The Proposer understands that it must submit a detailed statement of its good faith efforts, which occurred prior to the Proposal opening, to meet the project goal, and must submit Letters of Intent for each MBE/WBE listed in the Proposal Forms.

Proposer: John Kehrer Contracting Co., Inc.

Name of Firm

By: 

Signature

Title

Address: 2820 Roe Lane

Street

Kansas City, KS 66103

City / State / Zip Code

Telephone:

Phone 303-838-4300

303-838-4554

Fax

Disclosure of Legal And Administrative Proceedings, And Financial Condition

**City and County of Denver
DENVER INTERNATIONAL AIRPORT
(Please use this form)**

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

I affirm that John Rohrer Contracting Co., Inc. (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of \$50,000; has not filed bankruptcy within the last 10 years; has not been debarred or suspended from bidding on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid related crime, violation or felony in the last 5 years.

Signature 

Title President

Print Name

John Rohrer

Date 12/21/2017

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

DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

In order for the agency or City to consider the bid or proposal, Contractors must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form. **Please send your survey to Contract.Procurement@flydenver.com and print out a copy and include it as part of your submitted proposals. A proposal or response to a solicitation by a consultant that does not include this completed form shall be deemed non-responsive and rejected. The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>**

Using the form found in link listed above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Information Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/consultants are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant's current practices, if any. Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

Insert the completed copy of the Diversity And Inclusiveness In City Solicitations Form immediately following this page.

**THE COMPLETED FORM MUST BE
INCLUDED IN YOUR PROPOSAL**

A proposal or response to a solicitation that does not include this completed form will be found non-responsive and rejected.

Reference #	10946292
Status	Complete
Business Email Address *	jspencer@jrcccolorado.net
Enter Email Address of City and County of Denver contact person facilitating this solicitation. *	bill.shirk@flydenver.com
Please provide the City Agency that is facilitating this solicitation: *	Denver International Airport
Project Name *	2018-2020 On Call Parking Garage Repairs
Solicitation No. (Check Below if Not Applicable) *	201736992
Name of Your Company *	John Rohrer Contracting Co., Inc.
What Industry is Your Business? *	Construction/Landscape/Maintenance Services
Address *	2820 Roe Lane, Bldg S
City *	Kansas City
State	Kansas
Zip Code *	66103
Business Phone Number *	303-838-4300
Business Facsimile Number	303-838-4554
1. How many employees does your company employ? *	11-50
Number of Full Time: *	20
Number of Part Time: *	20
	Yes

2. Do you have a Diversity and Inclusiveness Program? *

2.1. Employment and retention? *

Yes

2.2. Procurement and supply chain activities? *

Yes

2.3. Customer Service? *

Yes

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *

John Rohrer Contracting Company's Diversity and Inclusiveness principals and programs are embodied in our Equal Employment Opportunity Policy, which also includes our Affirmative Action Plan. This Policy and Plan is posted in our offices and on the jobsites. John Rohrer Contracting Company hires our workers through Labor Unions. These collective bargaining units with whom we have signed agreements include Articles in the contract that the Union and Employer shall not discriminate and shall abide by Federal Laws, State Law, and Presidential Orders providing for non-discrimination in employment.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees? *

Yes

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply) *

- Public EEO Postings
- Other (Affermative Action Plan)

5. How often do you provide training and diversity and

N/A

inclusiveness
principles? *

5.1 What percentage of the total number of employees generally participate? *

N/A

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below) *

John Rohrer Contracting Company sends out requests for proposals from subcontractors and suppliers which are Women Owned, or Minority Owned business enterprises as well as Disadvantaged Business Enterprises. Solicitations for participation on this project are sent via email and followed up with personal phone calls. Sometimes solicitations are published in the local newspapers.
We do not budget for our solicitation efforts the money and time spent, but this is wrapped into Administrative Expenses and the amounts are not tracked.

7. Do you have a diversity and inclusiveness committee? *

No

7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below) *

We do not have plans at this time to establish a diversity and inclusiveness committee.

The labor force in Construction by its very nature is a transient and diverse workforce. The demographic makeup of the workforce is diverse and ever changing. We always have and will continue to hire anyone willing to perform construction work as stated in our EEO and Affirmative Action Plan. (See attached EEO and Affirmative Action Plan)

8. Do you have a budget for diversity and inclusiveness efforts? *

No

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? *

No

I attest that the information represented herein is true, correct and complete, to the best of my knowledge. *

Check Here if the Above Statement is True.

Name of Person Completing Form *

Jim Spencer

Today's Date

12-20-2017

NOTE: Attach additional sheets or documentation as necessary for a complete response.

[EEO_Affirmative_Action_Plan_5yvk.pdf \(1335k\)](#)

Last Update

2017-12-20 12:43:08

Start Time

2017-12-20 12:34:01

Finish Time

2017-12-20 12:43:08

IP

72.42.102.72

Browser

IE

OS

Windows

Referrer

<https://fs7.formsite.com/CCDenver/form161/index.html>

Reference #	10946292
Status	Complete
Business Email Address *	jspencer@jrcccolorado.net
Enter Email Address of City and County of Denver contact person facilitating this solicitation. *	bill.shirk@flydenver.com
Please provide the City Agency that is facilitating this solicitation: *	Denver International Airport
Project Name *	2018-2020 On Call Parking Garage Repairs
Solicitation No. (Check Below if Not Applicable) *	201736992
Name of Your Company *	John Rohrer Contracting Co., Inc.
What Industry is Your Business? *	Construction/Landscape/Maintenance Services
Address *	2820 Roe Lane, Bldg S
City *	Kansas City
State	Kansas
Zip Code *	66103
Business Phone Number *	303-838-4300
Business Facsimile Number	303-838-4554
1. How many employees does your company employ? *	11-50
Number of Full Time: *	20
Number of Part Time: *	20
	Yes

2. Do you have a Diversity and Inclusiveness Program? *

2.1. Employment and retention? *

Yes

2.2. Procurement and supply chain activities? *

Yes

2.3. Customer Service? *

Yes

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *

John Rohrer Contracting Company's Diversity and Inclusiveness principals and programs are embodied in our Equal Employment Opportunity Policy, which also includes our Affirmative Action Plan. This Policy and Plan is posted in our offices and on the jobsites. John Rohrer Contracting Company hires our workers through Labor Unions. These collective bargaining units with whom we have signed agreements include Articles in the contract that the Union and Employer shall not discriminate and shall abide by Federal Laws, State Law, and Presidential Orders providing for non-discrimination in employment.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees? *

Yes

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply) *

- Public EEO Postings
- Other (Affermative Action Plan)

5. How often do you provide training and diversity and

N/A

inclusiveness
principles? *

5.1 What percentage of the total number of employees generally participate? *

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No

I attest that the information represented herein is true, correct and complete, to the best of my knowledge. *

Check Here if the Above Statement is True.

Name of Person Completing Form *

Jim Spencer

Today's Date

12-20-2017

NOTE: Attach additional sheets or documentation as necessary for a complete response.

[EEO_Affirmative_Action_Plan_5yvk.pdf \(1335k\)](#)

Last Update

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IP

72.42.102.72

Browser

IE

OS

Windows

Referrer

<https://fs7.formsite.com/CCDenver/form161/index.html>

W-9

Please complete the Request for Taxpayer Identification Number and Certification (Form W-9) and submit with your bid.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. John Rohrer Contracting Company, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 2820 Roe Lane, Bldg. S	
	6 City, state, and ZIP code Kansas City, KS 66103	
	7 List account number(s) here (optional)	

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
4	8		-	0	5	3	0	0	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/10/2015
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DSBO FORMS

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

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



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 W. Colfax Ave. Dept. 907
Denver, CO 80202
Phone: 720-913-1999
DSBO@denvergov.org

COMMITMENT TO MWBE PARTICIPATION

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

The Bidder/Proposer is committed to the minimum 21 % **MWBE** utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:
Hard Bids: Three (3) business days after the bid opening.
Request for Proposals/Qualifications: With the proposal when due.
Compliance Plans: With each task/work order

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

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

Bidder/Proposer (Name of Firm): John Rohrer Contracting Co., Inc.

Firm's Representative (Please print): Jim Spencer

Signature (Firm's Representative): 

Title: Vice President

Address: 14791 S. Wandcrest Dr.

City: Pine

State: CO

Zip: 80470

Phone: 303-8384300

Fax: 303-838-4554

Email: jspencer@jrcccolorado.net

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



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Ave., Dept. 907
Denver, CO 80202
Phone: 720-913-1999

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

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

Contract No.: 201736992	Project Name: 2018-2020 On Call Parking Garage Repairs
--------------------------------	---

A. The Following Section is To Be Completed by the Bidder/Consultant
This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE

Name of Bidder/Consultant: John Rohrer Contracting Co., Inc.	Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Phone: 303-838-4300
Contact Person: Jim Spencer	Email: jspencer@jrcccolorado.net	Fax: 303-838-4554
Address: 14791 S. Wandcrest Dr.	City: Pine	State: CO Zip: 80470

B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier
This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant

Name of Certified Firm: Quality Linings & Painting, Inc.	Phone: 303-307-1313								
Contact Person: Kunal Mehra	Email: kunal@qlapi.com Fax: 303-307-1302								
Address: 8250 E. 40th Ave.	City: Denver State: CO Zip: 80207								
Please check the designation which applies to the certified firm.	<table border="1"> <tr> <td>M/WBE (√)</td> <td>x</td> <td>SBE (√)</td> <td></td> <td>EBE (√)</td> <td></td> <td>DBE (√)</td> <td></td> </tr> </table>	M/WBE (√)	x	SBE (√)		EBE (√)		DBE (√)	
M/WBE (√)	x	SBE (√)		EBE (√)		DBE (√)			

Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. **On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.**
Work Items: 91.5A, 91.5B, 91.5C, 91.5D, 91.5E, 91.5 F, 91.6, 91.7 (All Elastomeric Coating - Paint)
Painting of Spandrels and Columns.

x	Subcontractor/Subconsultant (√)		Supplier (√)		Broker (√)
---	--	--	---------------------	--	-------------------

Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:

\$ 482,786.00 21 %

Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is: %

If the fee amount of the work to be performed is requested, the fee amount, is: \$

Bidder/Consultant's Signature:  **Date:** 12/21/2017

Title: Vice President

M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:  **Date:** 12/26/17

Title: V.P.

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this **Letter of Intent** shall be null and void.

Letter of Intent (LOI) Checklist

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

Submit the attached completed checklist with this letter.

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

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

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



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.Dydenver.com

October 4, 2017

Lalit Mehra
Quality Linings & Painting Company, Inc
8250 East 40th Avenue
Denver, CO 80207

Dear Lalit Mehra:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Quality Linings & Painting Company, Inc for certification as a **Minority/Women Business Enterprise (M/WBE)**. Quality Linings & Painting Company, Inc will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

October 4, 2017 to October 3, 2018

Listed below is each NAICS code for which Quality Linings & Painting Company, Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 238320: BRIDGE PAINTING
DENVER 238320: PAINTING (EXCEPT ROOF) CONTRACTORS
DENVER 238390: CONCRETE COATING, GLAZING OR SEALING
DENVER 238390: WATERPROOFING CONTRACTORS
DENVER 238990: SANDBLASTING, BUILDING EXTERIOR
DENVER 238990: SPECIAL TRADE CONTRACTORS

Industrial Painting, Commercial Painting, Powder Coating, Sandblasting and Rubber Lining Services

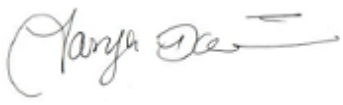
This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Tanya Davis", with a long horizontal flourish extending to the right.

Tanya Davis
Director



DENVER
THE MILE HIGH CITY

List of Proposed M/WBE Proposers, Subcontractors, Suppliers (Manufacturers) or Brokers

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit - DIA
8500 Pena Blvd, AOB, Suite 7810
Denver, CO 80249
Phone: 303-342-2180
Fax : 303-342-2190
EMAIL:small.business@flydenver.com

City and County of Denver Contract No.: 201736992

The undersigned proposes to utilize the following M/WBE for the project. All listed firms are **CURRENTLY** certified by the City and County of Denver. Only the level of M/WBE participation listed at the bid opening will count toward satisfaction of the project goal. Only bona fide commissions may be counted for Brokers. M/WBE prime proposers must detail their bid information below. Please copy and attach this page to list additional M/WBE. John Rohrer Contracting Co., Inc.

Address: 2820 Roe Lane, Bldg S	Contact Person: Jim Spencer	
Type of Service: General Contractor	Dollar Amount: \$: \$2,298,977.00	Percent of Project: 79

M/WBE Prime Proposer

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

Subcontractors, Suppliers Manufacturers or Brokers (check one box)

x	<input checked="" type="checkbox"/> Subcontractor (√)		<input checked="" type="checkbox"/> Supplier (√)		<input checked="" type="checkbox"/> Manufacturer (√)		<input checked="" type="checkbox"/> Broker (√)
---	---	--	--	--	--	--	--

Business Name: Quality Linings & Painting, Inc.		
Address: 8250 E. 40th Ave., Denver, CO 80207	Type of Service: Painting	
Contact Person: Kunal Mehra 303-307-1313	Dollar Amount: \$: \$482,786.00	Percent of Project: 21%
<input checked="" type="checkbox"/> Subcontractor (√)	<input checked="" type="checkbox"/> Supplier (√)	<input checked="" type="checkbox"/> Manufacturer (√)
<input type="checkbox"/> Broker (√)		

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

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

Subcontractors, Suppliers Manufacturers or Brokers (check one box)

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

**ATTACHMENT 2
FIRM RESPONSIBILITIES**

Prime Consultant: John Rohrer Contracting Co., Inc.

<u>SERVICES PROVIDED</u>	<u>NAME OF FIRM</u>	<u>PERCENT PARTICIPATION</u>	<u>%</u>	<u>M/WBE?</u>
<u>Concrete Repair</u>	<u>John Rohrer Contracting Co.</u>	<u>79</u>	<u>%</u>	<u>N/A</u>
<u>Painting</u>	<u>Quality Linings & Painting</u>	<u>21</u>	<u>%</u>	<u>Yes</u>
<u></u>	<u></u>	<u></u>	<u>%</u>	<u></u>
<u></u>	<u></u>	<u></u>	<u>%</u>	<u></u>
<u></u>	<u></u>	<u></u>	<u>%</u>	<u></u>
<u></u>	<u></u>	<u></u>	<u>%</u>	<u></u>
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<u></u>	<u></u>	<u></u>	<u>%</u>	<u></u>
<u></u>	<u></u>	<u>100</u>	<u>%</u>	<u></u>



Department of Aviation
Airport Office Building, Room 8810
8500 Peña Boulevard,
Denver, Colorado
303-342-2200
www.flydenver.com

N O T I C E T O A P P A R E N T
B E S T P R O P O S E R

Date

Company Name
Company Contact
Company Address

RE: **2018-2020 On-Call Parking Garage Repairs**
REQUEST FOR PROPOSAL (RFP) NO. (201736992)

Dear Contract Name,

As a result of the City's review of the proposals submitted for the 2018-2020 On-Call Parking Garage Repairs project, your company has been selected for contract negotiation.

A representative of the City will contact you in the near future to schedule a meeting to begin the process of negotiating and finalizing an agreement.

CITY AND COUNTY OF DENVER

Kim Day, Chief Executive Officer

cc: PM, DEN Legal, File



Department of Aviation
Airport Office Building, Room 8810
8500 Peña Boulevard,
Denver, Colorado
303-342-2200
www.flydenver.com

N O T I C E T O P R O C E E D

Date

Company Name
Company Contact
Company Address

Ladies and Gentlemen:

You are hereby authorized and directed to proceed on this date with the work of CONTRACT NO.201736992, On-Call Environmental Testing Services, Denver International Airport, Denver, Colorado, as set forth in detail in the Contract Documents for the City and County of Denver.

The bid guarantee submitted with your bid is herewith returned to you.

CITY AND COUNTY OF DENVER

Kim Day, Chief Executive Officer

Ken Greene, Chief Operating Officer

cc: Bill Shirk, AIM
Mark Adams, AIM
Deb Overn, ALS
Cynthia Estes, DSBO
Alisha Lopez, Airport Security
Kate Tremblay, Risk Management
Keith Williams, Safety
Shala Sandoval, Contract Services

CITY AND COUNTY OF DENVER

DEPARTMENT OF AVIATION

FINAL RECEIPT

Denver, Colorado

_____, 201_

Received this date from the City and County of Denver, as full and final payment of the cost of construction pursuant to Task Order _____ under Contract No. 201736992, 2018-2020 On Call Parking Garage Repairs, Denver International Airport, Denver, Colorado, provided for in the foregoing Contract, _____

_____ Dollars and _____ Cents (\$ _____), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said Contract; said cash also covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County from all claims whatsoever growing out of said Work Order under said Contract.

And these presents are to certify that all persons doing work upon or furnishing materials for said improvements under the forgoing Work Order under said Contract have been paid in full.

CONTRACT

THIS CONTRACT, made and entered into as of the date indicated on the City signature page below, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "**CITY**", and **JOHN ROHRER CONTRACTING COMPANY, INC.**, a Missouri corporation, authorized to do business in the State of Colorado, hereinafter referred to as the "**CONTRACTOR**".

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 task orders issued under Contract No. 201736992, On-Call Parking Garage Repairs, at Denver International Airport (DEN); and

WHEREAS, proposals to said advertisement have been received by the Chief Executive Officer of the Department of Aviation, who has recommended that a contract for said work be made and entered into with the above named Contractor who was the best, responsive, qualified proposer therefore; and

WHEREAS, said Contractor is now willing and able to perform all of said work in accordance with the Contract Documents and its proposal;

NOW, THEREFORE, for and in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

ARTICLE I - CONTRACT DOCUMENTS: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings and documents taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this Contract as if they were set out verbatim and in full herein:

- Advertisement of Notice of Invitation for Proposals
- Instructions to Proposers
- Addenda (if any)
- Proposal Forms
- Proposal letter
- Schedule of Prices and Quantities
- Proposal Data Forms
- Notice to Apparent Selected Proposer
- Contract
- Appendix 1
- DSBO Commitment Form and Letters of Intent
- Payment & Performance Bond
- Notice to Proceed

Form of Final Receipt
Construction Contract General Conditions
Special Conditions
Prevailing Wage Schedules
Insurance requirements
Equal Employment Opportunity Provisions
Technical Specifications (to be provided and incorporated per task order)
Contract Drawings (to be provided and incorporated per task order)
Approved Shop Drawings (to be provided and incorporated per task order)
Approved Task Orders (to be provided and incorporated per task order)
Approved Task Order Directives (to be provided and incorporated per task order)
Approved Change Orders (to be provided and incorporated per task order)
Approved Change Order Directives (to be provided and incorporated per task order)

In the event of an irreconcilable conflict between a provision of Articles I through XX of this Contract 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:

Appendix No. 1
Articles I through XX of this Contract with all Exhibits, as modified by any City-authorized Amendments, City-authorized Change Orders and Task Orders.

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

ARTICLE II - SCOPE OF WORK: The Contractor agrees to and 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 said Contract Documents.

ARTICLE III - TERMS OF PERFORMANCE: The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Deputy Manager of Aviation – Airport Infrastructure Management and agrees to fully complete the Work in its entirety within the time frame established for each Task Order. The Term of this Agreement shall terminate September 15, 2021, unless sooner terminated in accordance with the terms stated herein. This period of performance is also referred to as Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

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

ARTICLE IV - LIQUIDATED DAMAGES: It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve Substantial Completion of the Work within the time set forth in the Task Order or fails to substantially complete the Milestones or Phases described in a Task Order within the time set forth in the Task Order, the City will suffer substantial

damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for the Contractor's failure to substantially complete the work within the Task Order, or to substantially complete the work described in Milestone Areas within the time set forth in the Special Conditions, shall be those amounts listed in the Special Conditions. If the 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 the Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

ARTICLE V - TERMS OF PAYMENT: The City agrees to pay the Contractor for the performance and completion of all of the Work required under each authorized Task Order, in accordance with the Contract Documents. The Contractor acknowledges that this Contract is an On-Call Contract, and that there is no obligation on the City to issue any Task Orders under this Contract.

The maximum amount to be paid by the City to the Contractor for satisfactory completion of all Task Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed Six Million Dollars and NO Cents (\$6,000,000.00) ("Maximum Contract Amount"). In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the Maximum Contract Amount, as modified by any duly authorized Change Order, specified herein.

Payments will be made to the Contractor in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, et. seq., subject to the maximum contract amount stated above. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

Payment hereunder will be in accordance with the provisions of the Contract Documents, including Title 9 of the General Conditions, and will be made solely and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Contract from the City and County of Denver Airport System, Operations and Maintenance and Capital Improvement 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.

In accordance with DRMC 20-109(e) and GC 909.1(h), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their complete and responsive form within sixty (60) days of the completion of the Work included on the invoice shall be deemed untimely.

ARTICLE VI - DISPUTES: It is agreed and understood by the parties hereto that disputes regarding this contract shall be resolved by administrative hearing under procedures described in Revised Municipal Code Section 5-17.

ARTICLE VII - CONTRACT BINDING: It is agreed that this Contract shall be binding on and

inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

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

ARTICLE IX - ASSIGNMENT: The Contractor shall not assign the whole or any part of its duties, rights, and interests in this Contract without first obtaining the written consent of the Manager.

ARTICLE X - APPROVALS: In the event this Contract calls for the payment by the City of Five Million Dollars (\$5,000,000.00) or more, approval by the Board of Councilmen of the City and County of Denver, acting by Ordinance in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and performance of this Contract.

ARTICLE XI - JOINT VENTURE: If the 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 the Contractor which are set forth in the Contract.

ARTICLE XII - NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

ARTICLE XIII - WAIVER OF CRS 13-20-801, et seq.: Notwithstanding any other provision of this Contract, the Contractor specifically waives all of the provisions of Colorado Revised Statutes §§ 13-20-801 – 80 as they may relate to the Contractor's performance under this Contract.

ARTICLE XIV - COORDINATION OF SERVICES: The Contractor agrees to perform its work under this Contract in accordance with the operational requirements of DIA, and all work and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents.

ARTICLE XV - COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, and with the charter, ordinances and rules and regulations of the City and County of Denver.

ARTICLE XVI – PROMPT PAY: The Contractor is subject to D.R.M.C. Section 20-112 wherein the Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late

payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

ARTICLE XVII – COLORADO OPEN RECORDS ACT: The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the 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 the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Contract notwithstanding, including exhibits, attachments and other documents incorporated into this Contract by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

ARTICLE XVIII – COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS: This Contract is subject to all applicable provisions of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of Twenty One percent (21%) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of the approved Small Business Enterprise Compliance Plan. Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 D.R.M.C. and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, D.R.M.C. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

ARTICLE XIX – ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the City 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.

ARTICLE XX – FEDERAL PROVISIONS: This Agreement is subject and subordinate to the

terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport. The provisions of the attached Appendices A - E are incorporated herein by reference. Contractor agrees to comply with the provisions listed below and those listed in Exhibit F, incorporated herein by reference.

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

Federal Fair Labor Standards Act - This Agreement 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 Agreement. 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.

Occupational Safety and Health Act - This Agreement 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.

Energy Conservation Requirements - Contractor and Subcontractor(s) agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq).

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

Contract Control Number: PLANE-201736992-00

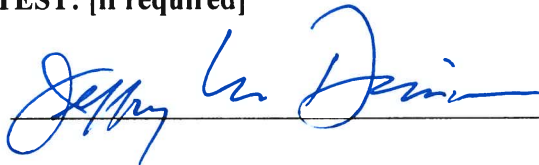
Contractor Name: JOHN ROHRER CONTRACTING COMPANY INC

By: 

Name: John Rohrer
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: Jeff Dimon
(please print)

Title: CFO
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
John Rohrer Contracting Company, Inc., 2820-S Roe Lane, Kansas City, KS 66103-1594, a corporation
organized under the laws of the State of Missouri, hereinafter referred to as the "Contractor"
and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196, a corporation
organized under the laws of the State of Maryland, and authorized to transact business in
the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF
DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY",
in the penal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00), lawful
money of the United States of America, for the payment of which sum the Contractor and Surety
bind themselves and their heirs, executors, administrators, successors and assigns, jointly and
severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature
page, entered into a written contract with the City for furnishing all labor, materials, equipment,
tools, superintendence, and everything necessary for and required to do, perform and complete the
construction of Contract No. 201736992, 2018-2020 On-Call Parking Garage Repairs, Denver
International Airport, in accordance with the Technical Specifications, Contract Drawings, Task
Orders, and all other Contract Documents therefore, which are incorporated herein by reference
and made a part hereof, and are herein referred to as the Contract;

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

1. Promptly and faithfully observes, abides by and performs each and every
covenant, condition and part of said Contract, including, but not limited to, its
warranty provisions, in the time and manner prescribed in the Contract, and
2. At all times promptly makes 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 said 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 law; and
3. Pays the City all losses, damages (liquidated or actual, including, but not limited
to, damages caused by delays in the performance of the Contract), expenses,
costs and attorneys' fees, that the City sustains resulting from any breach or
default by the Contractor under the Contract, then this bond is void; otherwise,
it shall remain in full force and effect.

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

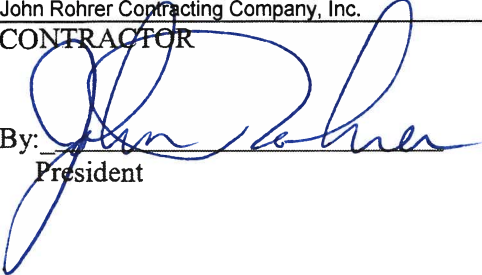
supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

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.

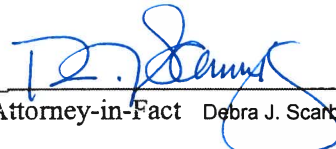
(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 4th day of June, 2018.

John Rohrer Contracting Company, Inc.
CONTRACTOR


By: 
President

Fidelity and Deposit Company of Maryland
SURETY

By: 
Attorney-in-Fact Debra J. Scarborough

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

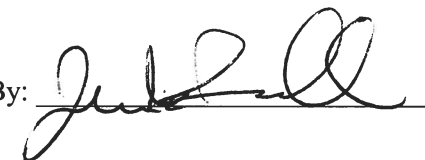
CITY AND COUNTY OF DENVER

By: 
MAYOR

By: 
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

KRISTIN BRONSON, Attorney for the
City and County of Denver

By: 

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Debra J. SCARBOROUGH, Christy M. BRAILE, Mary T. FLANIGAN, Laura M. BUHRMESTER, Charissa D. LECUYER, Rebecca S. LEAL, C. STEPHENS GRIGGS, Tahitia M. FRY and Megan L. BURNS-HASTY, all of Kansas City, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of September, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Dawn E. Brown

*Assistant Secretary
Dawn E. Brown*

Michael Bond

*Vice President
Michael Bond*

**State of Maryland
County of Baltimore**

On this 12th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ____ day of _____, 20 ____.



David D. McVicker

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

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

The City and County of Denver does not warrant or represent the accuracy or timeliness of the information contained in this page or any of its constituent pages and the information presented is for instructional purposes and illustration only and is not intended to be specific advice, legal or otherwise. The City has made every effort to provide accurate up-to-date information, however this database is dynamic and errors can occur. The City and County of Denver shall not be held responsible for errors or omissions nor be liable for any special consequential or exemplary damages resulting, in whole or in part, from any viewer(s) uses of, or in reliance upon, this material.

CONSTRUCTION CONTRACT GENERAL CONDITIONS
2011 Edition

TABLE OF CONTENTS

TITLE 1
DEFINITIONS

101	CITY	1
102	CONTRACT.....	1
103	CONTRACT AMOUNT	1
104	CONTRACT DOCUMENTS.....	1
105	CONTRACT TIME.....	2
106	CONTRACTOR	2
107	CONTRACTOR PERSONNEL.....	2
108	DAYS	3
109	DEPUTY MANAGER	3
110	DESIGNER	3
111	FINAL COMPLETION.....	4
112	MANAGER.....	4
113	PRODUCT DATA	4
114	PROJECT	4
115	PROJECT MANAGER.....	5
116	SAMPLES	5
117	SHOP DRAWINGS	5
118	SUBCONTRACTOR	5
119	SUBSTANTIAL COMPLETION	6
120	SUPPLIER.....	6
121	WORK.....	6

TITLE 2

CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY

201	DEPARTMENT OF AVIATION.....	7
202	MANAGER OF AVIATION	7
203	DEPARTMENT OF PUBLIC WORKS.....	7
204	MANAGER OF PUBLIC WORKS	8
205	BUILDING INSPECTION.....	8
206	ZONING.....	8
207	DIVISION OF SMALL BUSINESS OPPORTUNITY	9
208	CITY AUDITOR.....	9
209	MANAGER OF FINANCE.....	9
210	CITY ATTORNEY	9
211	OFFICE OF RISK MANAGEMENT	10
212	CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY	10
213	CITY'S COMMUNICATIONS WITH THE CONTRACTOR.....	10

TITLE 3

CONTRACTOR PERFORMANCE AND SERVICES

301	CONSIDERATION (CONTRACTOR’S PROMISE OF PERFORMANCE).....	12
302	NOTICE TO PROCEED AND COMPLETION OF THE WORK.....	13
303	EXACT CONTRACTOR PERFORMANCE	13
304	SUBSTITUTED PERFORMANCE	13
305	WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS	14
306	WORKING HOURS AND SCHEDULE	14
307	CONTRACTOR’S SUPERINTENDENT.....	17
308	COMMUNICATIONS	17
309	CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY	17
310	COMPETENCE OF CONTRACTOR’S WORK FORCE	18
311	NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT	19
312	CONDUCT OF CONTRACTOR’S PERSONNEL	21
313	SUGGESTIONS TO CONTRACTOR.....	21
314	WORK FORCE	22
315	CONSTRUCTION MACHINES AND STANDBY EQUIPMENT	22
316	CUTTING AND PATCHING THE WORK	23
317	PERMITS AND LICENSES	24
318	CONSTRUCTION SURVEYS	25
319	PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS.....	26
320	TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES	26
321	PROJECT SIGNS	27
322	PUBLICITY AND ADVERTISING	28
323	TAXES.....	28
324	DOCUMENTS AND SAMPLES AT THE SITE	31
325	CLEANUP DURING CONSTRUCTION.....	31
326	SANITARY FACILITIES	32
327	POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES	33

TITLE 4

CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS)

401	CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION	34
402	OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS. 37	
403	CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR	37
404	REQUESTS FOR INFORMATION OR CLARIFICATION.....	38
405	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	39
406	SUBSTITUTION OF MATERIALS AND EQUIPMENT	41

**TITLE 5
SUBCONTRACTS**

501	SUBCONTRACTS	43
502	SUBCONTRACTOR ACCEPTANCE.....	44

**TITLE 6
TIME OF COMMENCEMENT AND COMPLETION**

601	BEGINNING, PROGRESS AND TIME OF COMPLETION	48
602	LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES ...	48
603	DELAY DAMAGES	50

**TITLE 7
COOPERATION, COORDINATION AND RATE OF PROGRESS**

701	COOPERATION WITH OTHER WORK FORCES	52
702	COORDINATION OF THE WORK.....	54
703	COORDINATION OF PUBLIC CONTACT.....	54
704	RATE OF PROGRESS.....	55

**TITLE 8
PROTECTION OF PERSONS AND PROPERTY**

801	SAFETY OF PERSONS.....	57
802	PROTECTIVE DEVICES AND SAFETY PRECAUTIONS.....	59
803	PROTECTION OF PROPERTY AND WORK IN PROGRESS.....	59
804	PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR PUBLIC UTILITY SYSTEMS 61	
805	PROTECTION OF STREET AND ROAD SYSTEM	63
806	PROTECTION OF DRAINAGE WAYS.....	65
807	PROTECTION OF THE ENVIRONMENT	66
808	HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES	66
809	ARCHEOLOGICAL AND HISTORICAL DISCOVERIES	67

**TITLE 9
COMPENSATION**

901	CONSIDERATION (CITY'S PROMISE TO PAY).....	69
902	PAYMENT PROCEDURE	70
903	SCHEDULE OF VALUES IN LUMP SUM CONTRACTS	71
904	UNIT PRICE CONTRACTS.....	72
905	PROGRESS PERIOD.....	72
906	APPLICATIONS FOR PAYMENT	73
907	RELEASES AND CONTRACTOR'S CERTIFICATIONS OF PAYMENT.....	75
908	RETAINAGE	76
909	ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS	77
910	FINAL ESTIMATE AND PAYMENT	79
911	ACCOUNTING OF COSTS AND AUDIT	79

**TITLE 10
WAGES**

1001	PREVAILING WAGE ORDINANCE	82
1002	POSTING OF THE APPLICABLE WAGE RATES	82
1003	RATE AND FREQUENCY OF WAGES PAID	82
1004	REPORTING WAGES PAID.....	83
1005	FAILURE TO PAY PREVAILING WAGES	84

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

1101	CHANGE ORDER	85
1102	CITY INITIATED CHANGES	85
1103	CONTRACTOR CHANGE REQUEST.....	88
1104	ADJUSTMENT TO CONTRACT AMOUNT	94
1105	TIME EXTENSIONS	100

**TITLE 12
CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES**

1201	NOTICE OF INTENT TO CLAIM	103
1202	SUBMITTAL OF CLAIMS.....	104
1203	WAIVER OF CLAIMS	107

**TITLE 13
DISPUTES**

1301	DISPUTES	108
------	----------------	-----

**TITLE 14
SITE CONDITIONS**

1401	DIFFERING SITE CONDITIONS	109
1402	SITE INSPECTIONS AND INVESTIGATIONS	110

**TITLE 15
PERFORMANCE AND PAYMENT BONDS**

1501	SURETY BONDS.....	112
1502	PERFORMANCE BOND.....	112
1503	PAYMENT BOND.....	113

**TITLE 16
INSURANCE AND INDEMNIFICATION**

1601	INSURANCE.....	114
1602	DEFENSE AND INDEMNIFICATION.....	114

**TITLE 17
INSPECTION AND DEFECTS**

1701	CONSTRUCTION INSPECTION BY THE CITY	116
------	---	-----

1702	AUTHORITY OF INSPECTORS	117
1703	OBSERVABLE DEFECTS	117
1704	DEFECTS - UNCOVERING WORK	117
1705	LATENT DEFECTS.....	118
1706	REMOVAL OF DEFECTIVE MATERIALS AND WORK	118

TITLE 18

WARRANTIES, GUARANTEES AND CORRECTIVE WORK

1801	CONTRACTOR’S WARRANTIES, GUARANTEES AND CORRECTION OF WORK 120	
1802	PERFORMANCE DURING WARRANTY PERIOD	123

TITLE 19

SUBSTANTIAL COMPLETION OF THE WORK

1901	CONTRACTOR’S NOTICE OF SUBSTANTIAL COMPLETION	126
1902	INSPECTION AND PUNCH LIST	126
1903	CERTIFICATE OF SUBSTANTIAL COMPLETION	127
1904	RIGHT OF EARLY OCCUPANCY OR USE	128

TITLE 20

FINAL COMPLETION AND ACCEPTANCE OF THE WORK

2001	CLEAN-UP UPON COMPLETION	130
2002	FINAL COMPLETION AND ACCEPTANCE OF THE WORK	130
2003	FINAL SETTLEMENT	131

TITLE 21

SUSPENSION OF WORK

2101	SUSPENSION OF WORK	135
2102	SUSPENSION OF THE WORK FOR THE CITY’S CONVENIENCE.....	136
2103	SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY	137
2104	SUSPENSION RESULTING FROM CONTRACTOR’S FAILURE TO PERFORM	137

TITLE 22

CITY’S RIGHT TO TERMINATE THE CONTRACT

2201	TERMINATION OF CONTRACT FOR CAUSE	138
2202	TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY	140

TITLE 23

MISCELLANEOUS PROVISIONS

2301	PARTIES TO THE CONTRACT.....	145
2302	FEDERAL AID PROVISIONS	145
2303	NO WAIVER OF RIGHTS	145
2304	NO THIRD PARTY BENEFICIARY	146
2305	GOVERNING LAW; VENUE.....	146
2306	ABBREVIATIONS	147

SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS

The Construction Contract General Conditions which constitute a part of the Contract Documents are set forth in a separately published document, entitled “City and County of Denver, Department of Aviation and Department of Public Works, Standard Specifications for Construction, General Contract Conditions,” 2011 Edition, the Table of Contents to which is bound herein (which may be informally referred to as the Yellow Book). The General Conditions book is available for purchase for \$12.00 per copy at the following location during the business hours stated, Monday through Friday, excluding holidays:

Office of the Cashier
Wellington E. Webb Municipal Office Bldg.
201 West Colfax Avenue
Denver, CO 80202
7:30 A.M. to 4:30 P.M.

The City will not supply any copies of the General Contract Conditions to the Contractor at City expense; however, the Contractor may access the General Conditions on the Internet at:

<http://www.denvergov.org/constructioncontracts/ContractAdministration/ContractResources/tabid/443154/Default.aspx>

SC-2 CONSTRUCTION DOCUMENTS

The City will provide the following Contract Documents to the Contractor in electronic format at no expense to the Contractor:

Document
Volumes 1 – 2 (See the “Master Table of Contents,” page TOC-ii, for the content of these volumes)
Contract Drawings
Change Orders and Change Order Directives
Task Orders

Additional copies of the foregoing documents will be furnished to the Contractor at the Contractor’s expense. The Contractor will be responsible for supplying all subcontractors with copies of the Contract Documents at its expense.

In addition, any proposal requests (Task Order) submitted hereunder, including any plans, specifications, drawings or other documents attached thereto and any Contractor Pricing Proposals submitted in response to a Task Order and any Final Task Order

issued hereunder shall be included as Contract documents and incorporated herein by reference as they may be hereinafter generated.

If Sensitive Security Information (“SSI”) is provided to the Contractor, the Contractor shall be required to comply with Department of Aviation, Standard Policies and Procedures No. 6003, “Contractor Protection of Sensitive Security Information,” or its successor, and 49 C.F.R. § 1520, or its successor.

SC-3 REVISIONS TO G.C. 201

The second sentence of GC 201 is amended to read: “The unit responsible for this management and control is the Airport Infrastructure Management Offices under the supervision of the Senior Vice President - Airport Infrastructure Management.”

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

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

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

Senior Vice President - Airport Infrastructure Management (SVP-AIM) who reports to the CEO. Airport Infrastructure Management office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Director of Infrastructure and Quality Assurance, reports to the SVP-AIM. The Project Manager reports to the Director of Infrastructure and Quality Assurance. Airport Infrastructure Management Division, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the SVP-AIM. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract. The Project Manager for this Contract is: Frank Palumbo Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249, phone 303-342-2639

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

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

With respect to General Condition 501, no more than 75% of the Work may be subcontracted.

SC-6 COOPERATION WITH OTHERS

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 FAA or City requirements while performing work on DEN.

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

Any applicable Milestones will be established in each Task Order.

The Work to be performed under the Contract is issued as Task Orders. Task #1 is identified in the plans and specifications attached and incorporated into this RFP-Contract. The schedule for Task #1 is as set forth below.

TASK 1 – 2018 PARKING GARAGE REPAIRS AND MOISTURE PROTECTION

1. For Task 1, the Contractor shall assume an allowable construction schedule from April 15, 2018 to November 1, 2018 for a 200 calendar day Task 1 duration.
2. Should the contract process or other issue delay the authorized Notice to Proceed beyond May 1, 2018, the DEN PM and the Contractor shall review the available time and determine if any adjustments to the 2018 scope are needed.
3. Once the actual duration and scope are established, the following Milestones (MS) for the work shall become effective. Depending on the full extent of the possible delay, the durations and scope noted below are subject to change as directed by the DEN PM. The Contractor shall have no claim for any costs related to any delay described above.

MS-1 – Provide the complete construction schedule within 30 calendar days after NTP.

MS-2 – Completion of All work in Mod 1 East – no later than 90 days after NTP.

MS-3 – Completion of All work in Mod 2 East – no later than 150 days after NTP.

MS-4 – Completion of All work in Mod 3 East plus all other work included in Task 1 no later than 200 days after NTP.

MS-5 – Completion of the Task 1 Closeout Process, which includes proper submittal of all required documentation sufficient for processing of final payment, no later than 90 days after the date of Substantial Completion as issued by the DEN PM.

GENERAL SCHEDULE REQUIREMENTS FOR ALL TASKS UNDER THIS CONTRACT

The typical construction season for all parking garage repairs is as follows:

1. Work shall start no sooner than March 15th of each year.
2. Work shall be complete no later than November 1st of each year.
3. Adverse weather conditions may cause additional limitations. Refer to Contract General Condition article 305.
4. The DEN PM will work with the Contractor if there are work items that may be accomplished outside of the standard construction season dates.
5. ALL work under this contract requires that the contractor is only permitted to close and work in one parking module at a time. Minor adjustments to this requirement must be approved in writing with the DEN PM and DEN Parking.

Work will be issued to the Contractor as Task Orders upon reaching a negotiated agreement between the Contractor and the City as to the cost of the work. Markups on labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with the contract terms. All contractor proposals for Task Order work or Task Order Change Orders will be in a format as outlined in the Task Order Notice. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. Work for which a negotiated cost agreement cannot be reached between the City and the Contractor may be, at the direction of the Assistant Manager, performed and compensated on a time and materials basis, with the associated markups applied.

Since this is a contract for on-call services, the Contractor is not guaranteed nor entitled to the issuance of any Task Orders. Task Orders may be negotiated with this or another existing On Call Contractor, or bid between existing On Call Contractors and/or other active airport contractors. Bids for such Task Orders should be submitted per the requirements provided by the City, and may not necessarily require utilization of the rates and markups submitted in the initial On Call Construction contract. Changed work in competitively bid Task Orders will utilize the rates and markups submitted in the initial On Call Construction contract.

The Contractor shall (a) commence work under any issued Task Order within ten (10) calendar days after the date of the Notice to Proceed, (b) prosecute said work diligently, and (c) complete the entire work ready for use no later than the number of calendar days required in the Task Order. The time stated for completion shall include final cleanup of the premises or work site plus such extension or extensions of time as may be granted by the Manager in accordance with the provisions of these General Contract Conditions and Special Contract Conditions.

With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in

writing, a limited extension of the contract completion date to complete the remaining work. In the event the completion date for a particular Task Order is extended as provided for herein, it shall only allow for consideration of costs that were already agreed upon in a previously issued Task Order(s), and shall not include any modifications to the proposal unit prices or Task Order estimates except those required by Prevailing Wage law, or any additional compensation for extended overhead or impact costs.

For each Task Order submitted to the Contractor for pricing, the Contractor agrees to review and price the Task Order within fourteen (14) consecutive calendar days of the date of such Task Order.

SC-8 TASK ORDER NOTICE TO PROCEED

Following the issuance of any fully executed Task Order hereunder, the Contractor shall commence work in accordance with the Notice to Proceed date established in the Task Order. In the event the Task Order does not include a Notice to Proceed date, the City will issue a separate Notice to Proceed, and Contractor shall commence work within ten (10) consecutive calendar days of the date of the Task Order Notice to Proceed; 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 (**SC-25 PERFORMANCE AND PAYMENT BOND**). Thereafter the Contractor shall prosecute the work to be accomplished under the Task Order at such time and place as the Task Order directs and shall fully complete in every detail all specified work in accordance with the terms and conditions of the Task Order and the provisions of these General Contract Conditions and Special Contract Conditions.

SC-9 LIQUIDATED DAMAGES

If the Contractor fails to complete the work within the time specified or if the Contractor causes disruptions, delays, unplanned closures or stoppages to DEN activities or operations the Contractor shall pay the City liquidated damages in the amounts as noted below or as noted in a future Task Order. Milestones and related Liquidated Damages will be identified for each Task Order.

A. For Disruption, Delays, Unplanned Closures or Stoppages of Airport Activities for Any and All Task Orders.

If DEN determines that the Contractor has disrupted, delayed, caused unplanned closures or stoppages of any Airport Operations as described below and in the Technical Specifications, section 011400, the Contractor shall be liable to the City for liquidated damages at the rates noted below per incident per day or per hour for each incident until the issue is corrected.

For Contractor caused disruptions, delays, unplanned closures or stoppages the required Liquidated Damages are as follows:

- | <u>Amount per incident</u> | |
|---|-------------------------|
| 1. Fire Alarm – First Incident | \$3000.00 per incident |
| 2. Fire Alarm – All other incidents | \$5,000.00 per incident |
| 3. Airline Baggage Operations– First Incident - | \$5000.00 per hour |
| 4. Airline Baggage Operations -All other incidents | \$10,000.00 per hour. |
| 5. Airport Operations by introduction of dust, smoke, noise, water, chemicals or any offensive odors or fumes or any other disruption from the construction activity into the Terminal, any outdoor public area or baggage area that causes complaints from the building occupants, operations or the customers – First Incident | \$1,000.00/ incident. |
| 6. Airport Operations by introduction of dust; smoke, noise, water, chemicals or any offensive odors or fumes or any other disruption from the construction activity into the Terminal or any outdoor public area or baggage area that causes complaints from the building occupants, operations or the customers – Any incident after the first. | \$5,000.00/ incident. |
| 7. Should any of the disruptions described in items 5 or 6 above result in the evacuation or unplanned closure of a portion of the building or outdoor public space or baggage handling area, this would result in a First Incident Liquidated Damage of \$5,000 per hour. | |

At any time after the occurrence of the first incident, DEN may determine that by causing any of these disruptions, the Contractor is not properly managing the work and DEN may, in its sole discretion, terminate the entire Contract for Cause under General Contract Condition section 2201. In the event of such termination, the Contractor shall not be entitled to any cancellation penalty or additional compensation, and the Contractor shall be liable to DEN for all costs and expenses of taking over and completing the work as provided in General Contract Condition section 2201.

Article IV of the Contract and General Contract Condition 602 provide additional terms and conditions regarding payment and withholding of liquidated damages.

B. For Schedule for TASK 1 Work

The Contractor's failure to perform or failure to meet the schedule milestones as defined in SC-7 PROSECUTION AND COMPLETION OF THE WORK will result in Liquidated Damages being assessed and deducted by the City from any amounts due the Contractor as follows:

MS-1 \$500.00 per day until the schedule is submitted in the proper contract format.

MS-2 \$1000.00 per day until the work of Mod 1 is complete as determined by the DEN PM.

MS-3 \$1000.00 per day until the work of Mod 2 is complete as determined by the DEN PM.

MS-4 \$1000.00 per day until the work of Mod 3 plus the other contract work is complete as determined by the DEN PM. The maximum Liquidated Damage for this milestone is \$10,000.00. If work is not completed in 10 days after the November 1 deadline or other deadline as established by the DEN PM then the work is subject to being cancelled and added to future work scopes, and the Contractor will owe the \$10,000.00 Liquidated Damage charge for failure to complete the required scope.

MS-5 \$1000.00 per day until the Contractor has submitted all of the proper documentation to allow processing of the Contractor's final payment.

SC-10 PRECONSTRUCTION MEETING

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

SC-11 SECURITY AND PERSONNEL ACCESS

The Contractor shall conduct all its activities at the Airport in compliance with the Airport security system rules and regulations, which are administered by the Airport Operations Division. The Contractor shall obtain the proper access authorizations for its employees, subcontractors and suppliers (i.e., Badges and Permits), and shall be responsible for such persons' compliance with all the Airport rules and regulations. A copy of the Contractors' section of the Airport Security rules and regulations are available for Contractor review at the Airport Access Services Office, Concourse A East Subcore, 4th Level. Persons regularly entering the construction areas must obtain personnel access badges from the Airport Access Services Office and must display badges , at all times, upon entering the construction, restricted and sterile areas of the airport.. Any employee, subcontractor or supplier who violates such rules may be subject to revocation of his access authorization, including authorization for access to the construction site and all other restricted and sterile areas.

The security status of the Airport is subject to change without notice. These contract Special Conditions are applicable to the current security status of the Airport. Should the security status of the Airport change at any time during the term of this Contract, a written notice shall be issued to the Contractor detailing all applicable security modifications from the airport's current security status. The Contractor shall take **immediate steps** to comply with those security modifications as directed in the written notice.

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

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

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

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

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

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

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

HSS
900 S. Broadway, Suite 100
Denver, Colorado 80209

DEN Contact: Kimberly Pascoe
(303) 342-6698

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

The DEN Security Guard Contractor may change between the bidding or proposal phase of this contract from Notice to Proceed to closure of all security perimeter breaches. The Contractor shall maintain a contractual relationship with the Security Guard Contractor holding the most current contract with Denver International Airport.

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

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

SC-12 CONSTRUCTION ACCESS

The work sites may be located at the Denver International Airport Terminal Parking Garages. The Contractor shall have access to the work site via DEN Revenue Control System.

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 of its and its subcontractors employees will be the responsibility of the Contractor. The Task Order amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking.

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

SC-13 VEHICLE PERMITTING

Vehicle access on the Airport Operation Area ("AOA") is controlled by and requires permission from the Airport Access Services Office. It is not anticipated that the Contractor will need to operate vehicles on the AOA to perform the Work. It is

anticipated that access will be required to the secure baggage handling area of the Terminal. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

SC-14 VENDORS AND SUPPLIERS

The Contractor shall provide the Project Manager's office with a list of its equipment/material vendors and suppliers for each Task Order. Vendors or suppliers shall access the construction work areas via the Contractor's access route, described in SC-12 above. All delivery vehicles are subject to search.

SC-15 COMMUNICATION DEVICES

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

SC-16 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

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

SC-17 ATTORNEY'S FEES

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, Contractor agrees to pay to the City its costs and a reasonable attorney's fee. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, Contractor agrees a reasonable fee shall be computed at the rate of one hundred dollars per hour of City Attorney time.

SC-18 INSURANCE TO BE PROVIDED BY THE CONTRACTOR

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are set forth in the Sample Insurance Certificate attached to these Special Conditions. The Contractor specifically agrees to comply with each condition, requirement or specification set forth in the attachment for each required coverage during all periods when the required coverage's are in effect.

Contractor and sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City and County of Denver in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or sub-contractors. The Contractor shall assess its own risks as it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

Contractor shall furnish the City and County of Denver with certificates of insurance (ACORD form or equivalent approved by CCD) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract. All insurance coverages for sub-contractors shall be subject to the minimum requirements identified in the Exhibit. All sub-contractors certificates and endorsements shall be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

All certificates required by this Contract shall be sent directly to Denver International Airport, Business & Technologies, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. **2018-2020 On Call Parking Garage Repairs, RFP# 201736992** and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101

- 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

SC-19 SUBCONTRACTOR RELEASES

The release form referred to in General Condition 907 is attached to these Special Conditions. It is entitled "Denver International Airport Partial Lien Release."

SC-20 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS

This contract is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for airport purposes. Any "Federal Requirements" section attached hereto or to any individual Task Order is made a part of this Contract.

SC-21 APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS

General Condition 902.3 is amended by the addition of the following:

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

1. The Contractor shall submit a complete and separate application for payment for the work estimates of each Task Order performed during the specified billing period.
2. Each submitted estimate shall specify the percent of the work complete. This percentage shall be certified by the Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate.
3. Each estimate of work completed shall also specifically identify those MBE/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article VII, Division 1 and 3 of Chapter 28, of the D.R.M.C.
4. Each estimate of work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts (Form CM-18A), accompanied by either duplicate sets of verified Contractor's Certifications of Payment (Form CM-19), or by verified Partial Release of Contractor forms from each subcontractor and supplier (Form CM-26). Each estimate of work completed shall also be accompanied by:
 - a. A written schedule of values, which set out the quantities and costs for the Project and

- b. The Project Engineer/Manager's, or as applicable, Consulting Architect's or Engineer's estimated statement of the percentage of work completed for each line item of cost for which the City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.
5. The estimate of the percentage of estimate of work completed shall constitute a representation by the Contractor to the City that the work has progressed to the point indicated; that the quality of the work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The 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.
6. The Contractor warrants that:
 - a. Title to work covered by an estimate of work completed will pass to the City by incorporation into the completed work;
 - b. Work covered by previous estimates of work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and
 - c. No work covered by an estimate of work completed will have been acquired by the Contractor, or any other person or entity performing work at the work site or furnishing materials or equipment for the Project and that no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
7. 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.
8. Pursuant to General Condition 908, applications for a reduction in retainage must be accompanied by Partial Release of Contractor forms from each subcontractor or supplier (Form LR-1).

9. The final estimate for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier (Form CM-70).
10. Receipt of Contractor's Certifications of Payment or Partial Lien Release forms by the City hereunder shall not act to impair the City's Obligations imposed by C.R.S. 38-26-107 or successor statute.
11. If the Contractor disputes a subcontractor's and/or supplier's entitlement to a portion of the previous month's payment, the Contractor need not submit a Contractor's Certificate of Payment or Partial Release for Contractors from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City copies of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor's determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor and/or supplier.

SC-22 REVISIONS TO G.C. 1102

G.C. 1102.2 is amended by replacing the phrase "Change Request" in all its occurrences in such G.C. with the phrase "Change Notice."

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

SC-23 DESCRIPTION OF TASK ORDER

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

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

- a statement of the work to be accomplished
- discussion of the implementation process to include the method of operation, type of equipment, key personnel and subcontractors
- how quality of materials and workmanship will be established and maintained
- any additional design requirements
- special considerations

- schedule and keep milestones

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

Prior to submitting a work plan and price proposal, the Contractor shall inspect the work site and its surroundings. Requests for site visits shall be submitted to the Project Manager. For purposes of the contract, it shall be conclusively presumed that the Contractor has made a thorough inspection of the site and has waived the right to claim extra payment or time extensions for conditions which would have been evident during that inspection. Because the Proposal information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the work except for the risk of encountering differing site conditions which are defined in the General Conditions, and shall never make claim for additional payments or time extensions on the grounds that the nature or amount of work to be done was not understood by the Contractor at the time of submittal of the work plan and price proposal.

SC-24 FUND AVAILABILITY

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

SC-25 PERFORMANCE AND PAYMENT BOND

Delete the requirements of General Contract Conditions 1501, 1502 and 1503 for separate bonds. Combined Performance and Payment Bonds in the total amount of all issued Task Orders, provided in the precise form contained in these documents, shall be furnished before any work is undertaken in connection with any Task Order. All other terms and conditions of General Contract Conditions 1501, 1502 and 1503 shall remain in effect.

Additionally, General Contract Condition 1501 shall be amended as follows:

“Before this Contract is executed, the Contractor shall have paid for and furnished to the City a properly completed and executed Combined Performance and Payment Surety Bond, in an amount not less than One Hundred Thousand Dollars and No Cents (\$100,000.00). The Combined Surety

Bond shall guarantee the faithful performance of the Contract and shall also guarantee the payment of bills for labor and materials under the Contract.

In the event that the cumulative dollar value of all Task Order(s) issued under the Contract exceeds the amount of the Combined Surety Bond furnished prior to the execution of the Contract, the Contractor shall procure, pay for and furnish to the City a Combined Surety Bond Change Rider, in the proper form, for an amount which is One Hundred percent (100%) of the dollar value of the specified Task Order, that exceeds \$100,000.00. All subsequent Task Orders contemplated under the Contract shall require separate Combined Surety Bond Change Riders for One Hundred percent (100%) of the dollar value of each Task Order before a Task Order is issued and any work under the Task Order commences.

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

SC-26 TASK ORDER PROCESS

TASK ORDERS

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

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

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

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

TASK ORDER CHANGES

In accordance with all terms and conditions provided for standard change orders under General Contract Conditions 1101 et seq. CHANGE ORDERS and ADJUSTMENT

TO CONTRACT AMOUNT, the City may issue Change Orders providing for deletions, additions and modifications to the work under a duly issued Task Order. Change Orders must be issued on the Change Order or Change Order Directive Form, samples of which are included herein in the Contract Forms Section. In the event of a conflict between GC 1104.2 and the markups submitted by the Contractor identified in the Schedule of Prices and Quantities, regarding any pay item identified in GC 1104.2, the markups and rates submitted by the Contractor in the Schedule of Prices and Quantities shall prevail.

TASK ORDER CLOSEOUT

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

CONTRACT CLOSE-OUT

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

SC-27 TASK ORDER DIRECTIVE

A Task Order Directive is a written order, signed by the Manager or the Manager's designated representative, which directs the Contractor to commence a Task Order prior to complete agreement on or execution of a Task Order.

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

Time and Materials

- a. The City will identify a cost estimate or a Not to Exceed lump sum for the work described in the Task Order Directive. If the maximum cost of the work to be performed under the Task Order Directive has not been agreed upon and reduced to writing in the actual Task Order Directive, the Contractor shall proceed with such Work on a Time and Material basis through completion of the Task Order Directive or until the cost of the work has been agreed upon for the Task Order Directive.

- b. Whenever Work is performed on a Time and Material basis, the Contractor shall fully document all costs associated with such work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Contractor shall submit to the Project Manager a daily itemization of all such costs in such form as the Project Manger may require.
- c. The final Task Order Directive amount performed on a Time and Material basis shall be calculated in accordance with the Schedule of Prices and Quantities indicated in this contract.

SC-28 TASK ORDER DIRECTIVES AND CHANGE ORDER DIRECTIVES

“Work”, as defined in the General Conditions, shall include all work under any Task Order or Task Order Directive. Any reference in the General Conditions to “Change Directive” shall mean “Change Order Directive”.

SC-29 SUBCONTRACTOR

The term “subcontractor” includes a labor pool.

SC-30 NOTICE TO PROCEED AND COMPLETION OF THE WORK

GC 302 is hereby deleted and replaced with the following:

- .1 A written Initial Notice to Proceed will be issued by the Deputy Manager to initiate the Contract only, and such Initial Notice to Proceed is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. Thereafter, the Deputy Manager may issue a Task Order and subsequent NTP authorizing Work and/or mobilization.
- .2 Upon issuance of the Initial Notice to Proceed, the Contractor is allowed and authorized to incur reimbursable costs related to insurance, payment and performance bonds, and such other essential activities such as security access (vehicular access and personnel badging). Home office overhead, core staff and other allowable general conditions costs are not authorized under the initial Notice to Proceed.
- .3 Core staff and agreed upon general conditions’ costs are authorized and allowed only for the time Work is authorized pursuant to a Second or subsequent Notice to Proceed and Task Order issued by the Project Manager. These costs, in part, are identified on Schedule of Prices and Quantities attached hereto, related to the rates and charges mutually agreed upon by City and Contractor. Requests for Task Order pricing proposals will not authorize the contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation and Task Order negotiation will not be reimbursable. Upon the substantial completion of Work under any subsequent Notice to Proceed, including a Second Notice to Proceed and/or Work Order, whichever is applicable, reimbursement for these costs expires unless otherwise agreed to in writing and authorized by the Project

Manager, limited to the sole and only purpose of facilitating Final Completion of the authorized Work. Any costs the Contractor incurs, except for those costs allowed under the Initial Notice to Proceed, 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.

- 4 If any milestones are described in the Contract Documents, the Work described by each milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time, or in the alternative, if a Task Order is issued for Work, then the Work shall be accomplished in accordance with the Task Order and completed within the time set forth by said Task Order.

SC-31 MOBILIZATION

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

SC-32 BONDS, SALES TAX AND INSURANCE

Bonds, sales and use tax and insurance shall be paid at cost without mark up.

SC-33 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM

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

SC-34 CHANGE ORDER DIRECTIVE

Any reference in the General Conditions to "Change Order" shall mean "Change Order Directive".

SC-35 PROJECT CONTROLS REQUIREMENTS

The Contractor will be required to use the designated Project Management Information System (PMIS) and Primavera P6 compatible to comply with the requirements of DEN's Project Controls System. The PMIS is Airport Infrastructure Management's tool for project and information management, data analysis and document control. Denver International Airport will be responsible for providing the licensing and training for PMIS. The Contractor will be responsible for providing a compatible Primavera P6. The Contractor will also be responsible for providing and maintaining the computer hardware, software and system environment capable of supporting Project Controls System requirements including as the minimum: internet connection; Microsoft Internet Explorer 8 or better; Microsoft Office 2010; Oracle Java JRE 1.7.0 Update 5 and Adobe Acrobat X Pro. This is the only project management system that will be accepted.

SC-36 PAYMENTS TO CONTRACTORS

The Contractor recognizes and agrees that applications for payment shall be submitted using the Textura® Construction Payment Management System (CPM System), which will also be the payment mechanism to disburse payments to sub-contractors used on this Project.

The Contractor further agrees that, to the fullest possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values of each Task Order described in GC 903.1

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

Agency/Firm
DEN Division CA
DEN Division PM
DEN Division Director
DEN Contract Svcs CA
DEN Contract Svcs Supervisor
C&C Denver Prevailing Wage

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

The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.

Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.

The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, AND the Contractor's Certification of Payment Form.

SC-37 PRE-CONSTRUCTION SERVICES

The Contractor shall provide pre-construction services to the City at hourly rates on a time & material basis with a not-to-exceed maximum. Hourly rates for schedulers, pre-construction project managers, and estimators shall be agreed upon prior to the execution of this contract as well as reimbursable rates. Deliverables will be defined in Task Orders, but may not be limited to, project schedules and plans, logistical reviews, long lead item procurement, project estimating, coordination with subcontractors, environmental testing, and investigative forensics.

INSURANCE CERTIFICATE

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201736992 – 2018-20 On Call Parking Garage Repairs

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands)	\$100, \$500, \$100
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- Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
- If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Commercial General Liability

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000

The policy must provide the following:

- That this Agreement is an Insured Contract under the policy.
- Defense costs are outside the limits of liability.
- A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
- A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- The full limits of coverage must be dedicated to apply to each project/location.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit	\$1,000
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The policy must provide the following:

- Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Builders' Risk Insurance or Installation Floater

Minimum Limits of Liability (In Thousands)

Special Completed Value Basis

The policy must provide the following:

1. The insurance must be in the amount of the initial Contract Sum, plus 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 on a replacement cost basis.
2. The insurance shall 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.
3. The Policy shall remain in force until formal acceptance of the project by the City or the placement of permanent property insurance coverage whichever is later.
4. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy.
5. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

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

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

APPROVED FOR LEGALITY

APPROVED AND ADOPTED:

/s/

/s/

Attorney for the City and County of Denver

Manager of Public Works

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

These Rules and Regulations cancel
and supersede any and all previously
issued Rules and Regulations on the Subject.

Revised November 1, 1990

**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Promulgated and adopted by the Manager of Public Works pursuant to and by authority of Article III, Division 2, Chapter 28 of the Revised Municipal Code of the City and County of Denver, and for the purpose of insuring that contractors, subcontractors and suppliers soliciting and receiving compensation for contract work from or through the City and County of Denver provide equal opportunity in employment without regard to race, color, creed, sex, national origin, age religion, material 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 means the Manager of Public Works for the City and County of Denver.
- C. “Contract” means a contract entered into with the City and County of Denver, financed in whole or in part by local resources or funds of the City and County of Denver, for the construction of any 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 Contract Compliance.
- F. “Subcontractor” means any person, company, association, partnership, corporation, or other entity which assumes by subordinate agreement some or all of the obligations of the general or prime contractor.
- G. “Bidding Specifications” as used in Article III, Division 2 of Chapter 28 of the Revised Municipal Code shall include BID CONDITIONS, 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. “Office of Contract Compliance” means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

RULE II – NOTICE OF HEARING

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Denver 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 Denver 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 Contract Compliance may participate in hearings as a witness.
- D. Hearings shall be held at the place specified in the notice of hearing.
- E. All oral testimony shall be given under oath or affirmation and a record of such proceedings shall be made.
- F. All hearings shall be open to the public.
- G. The hearing officer shall make recommendations to the Manager, who shall make a final decision.

REGULATIONS

REGULATION NO. 1 - ORDINANCE

The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

REGULATION NO. 2 - EXEMPTIONS

Each contract and subcontract, regardless of 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 Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Denver Revised Municipal Code and by the Manager. The Director of Contract Compliance or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the Ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of Contract Compliance; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

REGULATION NO. 4 - GOALS AND TIMETABLES

In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

REGULATION NO. 5 - AWARD OF CONTRACTS.

It shall be the responsibility of the Director of Contract Compliance to determine the affirmative action capability of proposers, contractors and subcontractors and to recommend to the Manager the award of contracts to those proposers, 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 Contract Compliance or his designee.

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS.

To the greatest extent possible, the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions which include but are not limited to the following:

1. Advertise invitations for subcontractor proposals 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.

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 15 days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

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

1. APPENDIX E: The Proposal 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 in every non-exempt contract involving the use of federal funds.

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

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
DESIGN AND CONSTRUCTION MANAGEMENT DIVISION**

**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 ,Division 2 of Chapter 28 of the Denver Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager of Public Works and the Director of the Mayor's Office of Contract Compliance.
5. The Contractor will furnish all information and reports required by Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to the Contractors 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 m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, or by rules, regulations, or order of the Manager of Public Works.

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 of Chapter 28 of the Denver Revised Municipal Code, so that such provisions will take such action with respect to any subcontractor or supplies. 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 of Public Works and the Director of Contract Compliance in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager of Public Works, and will furnish the Manager of Public Works and the Director of Contract Compliance 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 Denver 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 of Public Works and Director of Contract Compliance. In addition, the Contractor agrees that failure or refusal to comply with these undertakings the Manager of Public Works 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 Public Works

NOTICE

EACH PROPOSER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH THE REQUIREMENTS OF THESE PROPOSAL 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 PROPOSAL 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 PROPOSAL CONDITIONS.

Manager of Public Works
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

If contractor shall be found to be in noncompliance solely on account of its failure to meet its goals, but will be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority and female utilization in its aggregate workforce. A contractor, who fails to comply with its obligation under the Equal Opportunity Clause of its contract and fails to achieve its commitments to the goals for minority and female utilization has the burden of proving that it has engaged in an Affirmative Action Program directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

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

- f. The Contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.
- g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations. NOTE: The Director and the Mayor's Office of Contract Compliance will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

3. NONDISCRIMINATION:

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 m, Division 2 of Chapter 28 of the Denver 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 Mayor's Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and is therefore a "responsible prospective contractor".

3. The Mayor's Office of Contract Compliance shall review the Contractor's employment practices during the performance of the contract, If the Mayor's Office of Contract Compliance determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

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 Division 2 of Chapter 28 of the Denver Revised Municipal Code. It is the policy of the Department of Public Works that contractors have a responsibility to provide equal employment opportunity, if they wish to participate in City and County of Denver contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, such Contractors cannot be considered to be in compliance with Article m, Division 2 of Chapter 28 of the Denver 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 subcontractors 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 Proposal 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 contractor contract modification subject to Article III, Division 2 of Chapter 28 of the Denver 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 of Chapter 28 of the Denver 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 m, Division 2 of Chapter 28 of the Denver 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 provisions of these Bid Conditions as shall be required by the Mayor's Office of Contract Compliance.
5. Requests for exemptions from these Proposal Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director of the Mayor's Office of Contract Compliance.

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Construction Provision

APPENDIX 1-A

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

APPENDIX 1-C

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

As used below, the term “sponsor” will mean City.

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

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

APPENDIX 1-D

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

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

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX 1-E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

The term "sponsor" will mean City.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

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

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

APPENDIX 1-F

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

APPENDIX 1-G

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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