

ON-CALL GENERAL CONSTRUCTION

CONTRACT NO: 201738902

January 2018

DEPARTMENT OF AVIATION
City & County of Denver
Kim Day, Chief Executive Officer

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.....	12
IP-10 QUANTITIES	12
IP-11 PROCUREMENT INTERNET SITE	12
IP-12 INTERPRETATION OF PROPOSAL DOCUMENTS	13
IP-13 WITHDRAWAL OF PROPOSAL	14
IP-14 SUBCONTRACTOR LISTS IN PROPOSAL.....	14
IP-15 TAXES	14
IP-16 NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS.....	14
IP-17 MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS	15
IP-18 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS.....	22
IP-19 WAGE RATE REQUIREMENTS.....	22
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.....	57
NOTICE TO PROCEED	58
FINAL RECEIPT	59
PERFORMANCE AND PAYMENT BOND.....	61
CONSTRUCTION CONTRACT GENERAL CONDITIONS 2011 Edition.....	65
SPECIAL CONDITIONS	70

SC-1	CONSTRUCTION CONTRACT GENERAL CONDITIONS	70
SC-2	CONSTRUCTION DOCUMENTS	70
SC-3	REVISIONS TO G.C. 201	71
SC-4	CITY LINE OF AUTHORITY AND CONTACTS	71
SC-5	CONTRACTOR PERFORMANCE; SUBCONTRACTING.....	72
SC-6	COOPERATION WITH OTHERS.....	72
SC-7	PROSECUTION AND COMPLETION OF THE WORK:.....	72
SC-8	TASK ORDER NOTICE TO PROCEED.....	73
SC-9	LIQUIDATED DAMAGES.....	73
SC-10	PRECONSTRUCTION MEETING.....	75
SC-11	SECURITY AND PERSONNEL ACCESS	75
SC-12	CONSTRUCTION ACCESS	77
SC-13	VEHICLE PERMITTING.....	77
SC-14	VENDORS AND SUPPLIERS.....	77
SC-15	COMMUNICATION DEVICES	77
SC-16	USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.....	78
SC-17	ATTORNEY’S FEES	78
SC-18	INSURANCE TO BE PROVIDED BY THE CONTRACTOR.....	78
SC-19	SUBCONTRACTOR RELEASES	79
SC-20	ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS	79
SC-21	APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS.....	80
SC-22	REVISIONS TO G.C. 1102	82
SC-23	DESCRIPTION OF TASK ORDER.....	82
SC-24	FUND AVAILABILITY.....	83
SC-25	PERFORMANCE AND PAYMENT BOND	83
SC-26	TASK ORDER PROCESS.....	84
SC-27	TASK ORDER DIRECTIVE.....	85
SC-28	TASK ORDER DIRECTIVES AND CHANGE ORDER DIRECTIVES	85
SC-29	SUBCONTRACTOR	85
SC-30	NOTICE TO PROCEED AND COMPLETION OF THE WORK	86
SC-31	MOBILIZATION.....	86
SC-32	BONDS, SALES TAX AND INSURANCE	87
SC-33	SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM	87
SC-34	CHANGE ORDER DIRECTIVE.....	87
SC-35	PROJECT CONTROLS REQUIREMENTS	87
SC-36	PAYMENTS TO CONTRACTORS.....	88
SC-37	PRE-CONSTRUCTION SERVICES	89
INSURANCE CERTIFICATE.....		90
RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY.....		96
APPENDIX A CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE		101
APPENDIX F AFFIRMATIVE ACTION REQUIREMENTS.....		103

STANDARD FEDERAL ASSURANCES ATTACHMENT 1109

PART II TECHNICAL PROVISIONS
(The following documents are published separately;
they ARE NOT included in this document)

VOLUME 2:

DIVISION 1: GENERAL REQUIREMENTS

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION - DENVER INTERNATIONAL AIRPORT
ON-CALL GENERAL CONSTRUCTION
CONTRACT NO. 201735074**

NOTICE OF INVITATION FOR PROPOSALS

Denver, Colorado

July 17, 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 DIA Contract Procurement website at <http://business.flydenver.com/bizops/bids.asp> beginning July 17, 2017.

SEALED PROPOSALS will be received no later than **2:00 P.M., Local Time, August 22nd, 2017** and delivered to Tony Deconinck, 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 the two (2) proposals in Adobe format on separate media (i.e. flash drive) indicating the contract number, contract name and respondent's organization.

A PRE-PROPOSAL CONFERENCE will be held at **2:00 PM, August 3rd, 2017**, in the triple wide trailer, located within the DIA South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (F.K.A. 27301 E. 71st Ave, Unit #2).

GENERAL STATEMENT OF WORK: The project consists of an ON-CALL GENERAL CONSTRUCTION contract to provide on-call construction services for various projects at the Denver International Airport. The scopes of these projects vary widely. A general contract is needed to lead each of these projects and coordinate all the construction activities. The types of projects could include, but not limited to, gate expansion, office remodel, concourse renovation, interior finishes, structural repairs, apron concrete repair and paving, gate relocation, etc. 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. The City may issue multiple contracts based on this RFP.

PREQUALIFICATION: Each proposer must be pre-qualified in the category of 2(A) Buildings: General at the \$9,000,000.00 (nine 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 of **25% M/WBE** must be met with certified participants, or through the demonstration of a sufficient good faith effort. For compliance with good faith requirements, 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 July 17, 18, 19, 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 DIA 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 Contractor's Bulletin Board. Prior to submitting proposals, Proposers shall read the Contractor's Bulletin Board and/or DIA 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, Business Management Services Office. Each proposer shall submit one (1) original and one (1) copy 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	3
Key Personnel	2
Quality Control Plan	2
BIM and Scheduling	3
*Required Forms (doesn't count towards total page count)	n/a
*Resumes of Key Personnel	n/a
*Exhibits K and L	n/a

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

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. The proposer's experience with meeting projected 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 Requirements

The three key contractor personnel listed below 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 with site utilities, building lighting, HVAC, plumbing and fire alarm systems will be some of the criteria used for evaluation of the personnel.

(4) Quality Control Plan

The successful implementation of a 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.

(5) BIM and Scheduling

DEN contractors must be able to produce as-built BIM models and P6 schedules in accordance with contract requirements and DEN 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/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.

(7) Schedule of Rates and Markups

Include in your proposal the information requested in the section Schedule of Rates and Markups. Included are dollar amounts of a fictitious project. You are to fill in your proposed Rates and Markups. The lowest prices proposed will be awarded the maximum number of points assigned. Generally, points for other proposers will be awarded proportionately in comparison to the lowest price proposal.

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 if applicable, 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, Tony Deconinck, by email at Tony.Deconinck@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. 201735074" 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 DIA 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 DIA 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. Generally, the Ordinance provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO), devised to provide increased opportunities for Minority/Women Business Enterprises (MBE/WBEs). As such, each proposer must comply with the terms and conditions of the Ordinance in making its proposal and, if awarded the Contract, in performing all Work thereunder. A proposer's failure to comply with the Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the proposal non-responsive and shall constitute cause for rejection. Failure by the contractor awarded the contract to comply with Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the termination of this contract, the imposition of sanctions or such other remedy, as deemed appropriate by DSBO. Copies of the Ordinance and its accompanying Rules and Regulations are available for the use and review of proposers from DSBO.

In order to comply with the proposal requirements of the Ordinance, a proposer shall either meet the established project goal or, in the alternative, demonstrate that the proposer has made sufficient good faith efforts to meet the goal in accordance with the Ordinance. In preparing a proposal to meet the established Project goal, proposers should consider the following instructions relating to compliance with the Ordinance:

1. Under the Ordinance, the Director of DSBO ("Director") is directed to establish project goals for expenditures on construction, reconstruction and remodeling work performed for the City and County of Denver. The specific goal for this project is stated in the Notice of Invitation for Proposers bound herein.
2. In preparing its proposal, each proposer shall list on the Proposal Form pages entitled "List of Proposed Minority/Women Business Enterprise Proposers, Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers" the name, address, work description/supply, committed level of participation and other required information for each MBE/WBE of any tier which the proposer intends to use in performing the work on this Project. **Only the MBE/WBEs identified and the precise levels of participation listed for each on the Proposal Form page, at the time of proposal opening, will be considered in determining whether the proposer has met the designated participation goal. Additional, revised or corrected participation submitted after proposal opening will not be considered. MBE/WBE proposers may count self-performance or joint venture activity in meeting the MBE/WBE project goal, but only for the scope of work performed as a commercially useful function and at a percentage level the MBE/WBE will be performing itself.**

3. All MBE/WBEs listed on the Proposal Form must be properly certified by the City on or before the date proposals are opened in order to count towards meeting the designated goal. DSBO maintains an MBE/WBE Construction Directory ("Directory"), which is a current listing of MBE/WBEs that have been certified by the City. A copy of the Directory is available from the DSBO Directory Web site at www.denvergov.org/DSBO . Proposers are encouraged to use the Directory to assist in locating MBE/WBEs for the work and supplies required on the Project. Proposers are reminded that changes may be made to the Directory at any time in accordance with the City's MBE/WBE Ordinance and procedures established to administer this program, and that a current copy of the Directory must always be used in preparing a proposal. MBE/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed MBE/WBE.
4. In accordance with the provisions of the Ordinance, DSBO will evaluate each proposal to determine the responsiveness of the proposal to the requirements of the Ordinance. In determining whether a proposer's committed level of participation meets or exceeds the stated MBE/WBE goal, DSBO shall base its calculation of applicable amounts and percentages on the total base proposal amount, not including any listed alternates, of each proposal as follows:
 - a. The proposal information provided by the agency will be used to determine the total base proposal amount of each proposal. Each proposer's total base proposal amount will be multiplied by the MBE/WBE percentage established for the project to determine the exact dollar amount of required MBE/WBE participation for the Project. This amount will then be compared against the exact dollar amounts for the MBE/WBEs committed for participation by the proposer. If the total dollar amount of participation listed meets or exceeds the established MBE/WBE dollar amount goal listed, then DSBO will determine that the goal has been met.
 - b. In addition, DSBO will determine the exact commitment percentage for each listed MBE/WBE by dividing the dollar amount listed for each MBE/WBE by the total base proposal dollar amount submitted by the proposer. These individual percentages, when totaled for all listed MBE/WBEs, will establish the total committed percentage level of MBE/WBE participation that the proposer must comply with during the life of the contract. In all cases, the committed percentage level of MBE/WBE participation must equal or exceed the assigned MBE/WBE goal for the Project.

- c. In providing the exact dollar amount of participation for each listed MBE/WBE, a proposer should take care never to round up in determining whether or not the total of these amounts meets or exceeds the established percentage goal. The goal must be met or exceeded by dollar amounts and percentages in order for DSBO to determine that the proposer has met or exceeded the applicable MBE/WBE goal.
- d. As previously mentioned, compliance with the MBE/WBE goal will be determined on the base proposal alone. If a proposal contains alternates, participation contained in any alternate will not count towards satisfaction of the Project goal. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the MBE/WBE goal percentage level submitted at proposal time, on the base proposal, will also apply to the selected alternates and must be maintained for the life of the contract on the total contract amount, including any alternate work. Thus, even though such participation will not be considered in evaluating proposals, proposers are urged to consider participation in preparing proposals for designated alternates.
- e. On projects where force account or allowance proposal items have been included, proposers must meet the MBE/WBE goal percentage based upon the total base proposal, including all such items that are submitted to the City. However, when a force account or allowance is designated by the City to be either performed or purchased from a specific company, the proposer may back out the dollar amount of the force account or allowance from the total base proposal and meet the MBE/WBE goal on the remaining reduced amount.
- f. **On proposals that, at the time of proposal opening, are equal to or exceed Five Million Dollars (\$5,000,000.00), including any alternates that may be selected, only sixty percent (60%) of the value of the commercially useful function performed by MBE/WBE suppliers shall count toward satisfaction of the Project goal. On Projects under Five Million Dollars (\$5,000,000.00) the value of the commercially useful function of MBE/WBE supplier(s) will count at a one hundred percent (100%) level. Manufacturers' representatives and packagers shall be counted in the same manner as brokers.**
- g. **In utilizing the MBE/WBE participation of a Broker,** only the bona fide commissions earned by such Broker for its performance of a commercially useful function will count toward meeting the Project goals. The proposer must separate the bona fide brokerage commissions from the actual cost of the supplies or materials provided

to determine the actual dollar amount of participation that can be counted towards meeting the goal.

5. On or before the third (3rd) working day after proposal opening, all of the Proposers are required to submit an executed "MBE/WBE Letter of Intent" for each MBE/WBE listed on the Proposal Form as a joint venture member, subcontractor, supplier, manufacturer, manufacturers' representative or broker of any tier. An MBE/WBE Proposer needs to submit a Letter of Intent for any portion of self-performed work to count towards MBE/WBE utilization. Each Letter of Intent shall be submitted only for the MBE/WBEs listed at the time of proposal opening, since this is the only participation that will be counted toward satisfaction of the project goal. A form for the MBE/WBE Letter of Intent is included with the Proposal Form. The MBE/WBE Letter of Intent is a written communication from the Proposer to the City evidencing an understanding that the Proposer has or will enter into a contractual relationship with the MBE/WBE or that its subcontractor(s) and supplier(s), manufacturer(s), manufacturers' representative(s) and broker(s) will do so. Each MBE/WBE Letter of Intent shall be accompanied by a copy of the City and County of Denver's MBE/WBE certification letter for each proposed MBE/WBE identified at proposal time. Proposers are urged to carefully review these Letters before submission to the City to ensure that they are properly completed and executed by the appropriate parties.

In preparing a proposal to demonstrate a good faith effort, proposers should consider the following instructions relating to compliance with the Ordinance:

1. If any Proposer has not met the designated Project goal at the time the proposals are opened or elects to present a good faith effort in lieu of or in addition to attempting to satisfy the designated Project goal, that Proposer shall submit, on or before the third (3rd) working day after the proposal opening a detailed statement, with supporting documentation, setting forth its good faith efforts, made prior to proposal opening, attempting to meet the established goal in accordance with Section 28-62 of the Ordinance. This statement shall address each of the items in Subsection (b) of that Section and any additional criteria that the DSBO Director may establish by rule or regulation. A Proposer who fails to meet the Project goal and cannot show that it made a good faith effort to meet the goal shall be considered non-responsive.
2. The statement of good faith efforts shall include a specific response to each of the following as further defined by rule or regulation. A Proposer may include any additional information the Proposer believes may be relevant. Failure of a Proposer to show good faith efforts as to any one of the following items shall render its overall good faith showing insufficient and its proposal non-responsive. Items (1) through (9) of Section 28-62, Subsection (b) of the Ordinance are set forth below:

- (1) The proposer or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The proposer or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the proposal opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The proposer or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- (2) The proposer or proposer must select portions of the work 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, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint ventures, and for proposer or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the proposer or proposer would otherwise prefer to perform these work items with its own forces. The proposer or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of proposals, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a proposer or proposer to perform the work of a contract with its own forces does not relieve the proposer or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- (3) The proposer or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.
- (4) The proposer or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- (5) For each MBE or WBE which contacted the proposer or proposer or which the proposer or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the proposer or proposer must supply a statement giving the reasons why the proposer or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.

- (6) The proposer or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest proposal or it was not qualified. Such verification shall include a verified statement of the amounts of all proposals received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint ventures on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the proposer or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBEs or WBEs proposal. For each MBE or WBE found not to be qualified by the proposer or proposer, the verification shall include a statement giving the proposer's or proposer's reasons for its conclusion. A proposer's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A proposer or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBEs or WBEs capabilities and expertise.
- (7) If requested by a solicited MBE or WBE, the proposer or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the City or by the proposer or proposer, provided that the proposer or proposer need not provide financial assistance toward this effort.
- (8) If requested by a solicited MBE or WBE, the proposer or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the proposer or proposer need not provide financial assistance toward this effort.
- (9) The proposer or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

In accordance with the provisions of the Ordinance, the proposer 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. This commitment must be expressly indicated on the "Commitment to Minority/Women Business Enterprise Participation" form included with the Proposal Form. This commitment includes the following understandings:

1. The proposer understands it must maintain MBE/WBE goals throughout the performance of the Contract pursuant to the requirements set out in D.R.M.C. 28-72.
2. The proposer understands that it must establish and maintain records and submit regular reports, as required, that will allow the City to assess progress in achieving the MBE/WBE participation goal.
3. **The proposer understands that if change orders or any other contract modifications are issued under the contract, the proposer shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-73 of the Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.**
4. The proposer understands that if change orders or other contract modifications are issued under the contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for MBE/WBEs equal to the original goal on the contract which was included in the proposal. The contractor shall satisfy such goal with respect to such changed scope of work by soliciting new MBE/WBEs in accordance with Section 28-73 of the Ordinance as applicable, or the contractor must show each element of modified good faith set out in Section 28-75 (c) of the Ordinance. The contractor or consultant shall supply to the director the documentation described in Section 28-75 (c) of the Ordinance with respect to the increased dollar value of the contract.

All proposers are charged with knowledge of and are solely responsible for complying with each and every provision of the Ordinance in making a proposal and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a proposal or subject the selected contractor to sanctions set forth in the Ordinance. These instructions are intended only to generally assist the proposer in preparing and submitting a compliant proposal. Should any questions arise regarding specific circumstances, proposers must consult the Ordinance or contact the Project's designated DSBO representative at (303) 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 then **include the copy as part of its 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. The following is the Qualifications Evaluation sheet used by the Selection Committee in evaluating the submissions.

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 DIA'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 is an estimated timeline and is subject to change at the sole discretion of the City.

Event	Date
RFP Issued	July 17, 2017
Pre-Proposal Conference	August 3, 2017, 2:00 PM
Last Date to Submit Questions	August 11, 2017, 2:00 PM
Proposal Due Date	August 22, 2017, 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.**



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

www.denvergov.org/humanresources

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, Human Resources Technician II
DATE: Friday, May 19, 2017
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway 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.

The attached Prevailing Wage Schedule is effective as of **Friday, May 19, 2017** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO170030
Superseded General Decision No. CO20160030
Modification No. 6
Publication Date: 5/19/17
(4 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.

For questions call (720) 913-5726.

Attachments as listed above.

General Decision Number: CO170030 05/19/2017 CO30

Superseded General Decision Number: CO20160030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 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	01/13/2017
2	01/27/2017
3	02/03/2017
4	04/07/2017
5	04/21/2017
6	05/19/2017

ASBE0028-002 07/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 29.73	13.93

CARP0055-002 11/01/2016

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 26.25	8.64

CARP1607-001 06/01/2016

Rates Fringes

MILLWRIGHT.....\$ 31.38 12.70

ELEC0068-012 01/01/2017

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....\$ 33.85		14.09

ELEV0025-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 42.35		31.58

FOOTNOTE:

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

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

ENGI0009-017 10/23/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....\$ 25.97		9.15
50 tons and under.....\$ 24.88		9.15
51 to 90 tons.....\$ 25.04		9.15
91 to 140 tons.....\$ 25.19		9.15

* IRON0024-009 05/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....\$ 26.30		12.25

* IRON0024-010 05/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....\$ 26.30		12.25

PAIN0079-006 08/01/2016

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....\$ 20.00		7.91

PAIN0079-007 08/01/2016

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.05	7.91

PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2016		
	Rates	Fringes
GLAZIER.....	\$ 31.02	8.62

PLUM0003-009 06/01/2016		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 38.43	15.19

PLUM0208-008 06/01/2016		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 36.03	13.39

SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

SHEE0009-004 07/01/2016		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 32.56	15.96

SUCO2013-006 07/31/2015		
	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85

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

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 #101, Date: 11-28-2016

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Boilermakers		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Journeyman Tile Setter		\$26.83	\$8.48
Laborers: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
Power Equipment Operators:			
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
	Mechanic	\$18.48	
Tile Finisher-Floor Grinder- Base Grinder		\$20.87	\$8.42
Truck Drivers	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation” rates published by the Federal Davis-Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls.
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer.
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
- Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document.
- See Denver City Auditor’s Office Prevailing Wage Clarification of Determinations for a list of complete classification used at Denvergov.org/Auditor.



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

www.denvergov.org/humanresources

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

FROM: Susan Keller, Human Resources Technician

DATE: May 19, 2017

SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway 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, May 19, 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. 4
Publication Date: 5/19/17
(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.

For questions please call (720) 913-5726.

Attachments as listed above.

General Decision Number: CO170012 05/19/2017 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

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 05/01/2016

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.95	9.39

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 01/01/2017

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	14.09

ELEC0111-001 01/01/2016

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 18.79	22.25%+\$5.45
Line Equipment Operator.....	\$ 29.40	22.25%+\$5.45
Lineman and Welder.....	\$ 42.14	25.25%+\$5.45

ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	14.95

ELEC0969-002 06/01/2015

MESA COUNTY

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

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15

Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

* 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 06/01/2016

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

	Rates	Fringes
PLUMBER.....	\$ 38.43	15.19

PLUM0058-002 07/01/2016

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.60	13.65

PLUM0058-008 07/01/2016

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.60	13.65

PLUM0145-002 07/01/2016

MESA COUNTY

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

PLUM0208-004 06/01/2015

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

	Rates	Fringes
PIPEFITTER.....	\$ 35.35	13.39

SHEE0009-002 07/01/2016

	Rates	Fringes
Sheet metal worker.....	\$ 32.56	15.96

* 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)

Classification		Base	Fringe
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.

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, Human Resources Technician
DATE: Friday, January 27, 2017
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority 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 is **Friday, January 27, 2017** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO170019
Superseded General Decision No. CO20160019
Modification No. 1
Publication Date: 1/27/2017
(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.

For questions call (720) 913-5726.

Attachments as listed above.

General Decision Number: CO170019 01/27/2017 CO19

Superseded General Decision Number: CO20160019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 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	01/27/2017

* CARP9901-008 11/01/2016

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.50	7.47

ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

ENGI0009-008 10/23/2013

	Rates	Fringes
--	-------	---------

POWER EQUIPMENT OPERATOR:

(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....\$ 24.73	9.15
(3)-Loader (under 6 cu. yd.) Denver County.....\$ 24.73	9.15
(3)-Motor Grader (blade- rough) Douglas County.....\$ 24.73	9.15
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 24.88	9.15
(4)-Loader (over 6 cu. yd) Denver County.....\$ 24.88	9.15
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 25.04	9.15
(5)-Motor Grader (blade- finish) Douglas County.....\$ 25.04	9.15
(6)-Crane (91-140 tons).....\$ 25.19	9.15

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)....\$ 19.27		5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....\$ 20.18		5.75
Douglas.....\$ 18.75		3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....\$ 35.13		6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....\$ 13.02		3.20
GUARDRAIL INSTALLER.....\$ 12.89		3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....\$ 12.62		3.21
Douglas.....\$ 13.89		3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....\$ 16.69		5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail		

Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags)(Excludes Flaggers).....		
	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		

Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

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

TRUCK DRIVER

Distributor

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

Dump Truck

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

Lowboy Truck.....	\$ 17.25	5.27
-------------------	----------	------

Mechanic.....	\$ 26.48	3.50
---------------	----------	------

Multi-Purpose Specialty &

Hoisting Truck

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

Pickup and Pilot Car

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

Semi/Trailer Truck.....	\$ 18.39	4.13
-------------------------	----------	------

Truck Mounted Attenuator....	\$ 12.43	3.22
------------------------------	----------	------

Water Truck

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

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 35, Date: 01-13-2012)

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
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
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
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, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, articulated truck operator, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

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

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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



DENVER
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, OHR Compensation and Classification
DATE: April 10, 2017
SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 131
Publication Date: April 6, 2017
(11 pages)

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

Questions call (720) 913-5726.

Attachments as listed above.

APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 04-06-2017

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Appliance Mechanic	\$22.34/hour	\$6.85/hour

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

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

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

BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 10-9-2014

Effective: 9-15-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Entry-Support Mechanic	\$15.26/hour	\$6.03/hour
Machinery Maintenance Mechanic	\$21.26/hour	\$6.72/hour
Controls System Technician	\$24.90/hour	\$7.14/hour

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

Entry Support Mechanic

Under direct supervision, assists the Machinery Maintenance Mechanic in maintaining the operational status of the baggage handling system. Duties include but are not limited to; assisting with adjustments with belt tracking, belt tension, and gearbox.

Machinery Maintenance Mechanic

Performs routine and basic adjustments of baggage handling system equipment including but not limited to, belt tracking, belt tension, and gearbox and bearing lubrication. Performs daily and periodic shift inspections, cleaning, and diagnostics of mechanical system components based on an established preventive maintenance program. Dismantles, repairs, and reassembles equipment or machines for stock replacement or to restore baggage handling system equipment to operational status. Preventive maintenance and overhauling machines includes, but is not limited to, motors, clutches, brakes, transporting telecars, bearings, drive belts, drive shafts, pulleys, gearboxes (speed reducers), and conveyor belting. Maintains daily turnover reports and hourly labor time sheets for warranty reimbursement and statistical tracking of repairs.

Controls System Technician

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

Removes and replaces plug-in type boards and components. Aligns, replaces, and cleans photocells. Makes minor repairs of connectors, wiring and fuses on-site, and cleans and performs diagnostic routines of electrical and control system components. Performs scheduled routine maintenance on all control system components and reporting devices (including personal computers), based on recommended manufacturer practices. Uses a personal computer to diagnose and correct PLC and operating system software problems. Diagnoses, repairs and aligns laser array (baggage tag reader) and RF reader hardware and software.

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

BUILDING ENGINEER

Last Revision: 07-17-2014

Effective: 08-18-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Building Engineer	\$28.20/hour	\$7.52/hour

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

CUSTODIANS

Last Revision: 12-3-2015
Effective: 12-1-2016

	<u>Base Wage</u>	<u>Fringes</u>
<u>Custodian I</u>	\$14.53	\$5.27 (Single) \$7.33 (2-party) \$9.29 (Family)
<u>Custodian II</u>	\$14.88	\$5.31 (Single) \$7.37 (2-party) \$9.33 (Family)

Benefits and Overtime

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.23) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hr 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hr.
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Position Descriptions:

Custodian I	Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.
Custodian II	Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS WAGES

Last Revision: 3-17-2016

Effective: April 2017 (the following rates have not changed for 2017)

Classification:	Base Wages:	Fringes	
<u>Classification</u>	<u>SCA Title</u>	<u>Base Wage</u>	<u>Fringes</u>
Mechanic	Heavy Equipment Mechanic	\$23.73	\$7.01
Electrician	Electrician – Maintenance	\$24.90	\$7.14
Pipefitter	Pipefitter, Maintenance	\$24.65	\$7.11
Rig/Drill Operator	Well Driller	\$21.87	\$6.79
Derrick Hand/Roustabout Truck Driver	Laborer	\$13.87	\$5.87
	Truck driver, Heavy	\$21.63	\$6.77

Service Contract Act Wage Determination No. 2015-5419 Rev No. 2 was used to obtain the base wages and fringe benefits.

HEAVY EQUIPMENT MECHANIC

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

PIPEFITTER, MAINTENANCE

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

WELL DRILLER

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

LABORER

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

TRUCKDRIVER, HEAVY TRUCK

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

FINISHER & JOURNEYMAN (TILE, MARBLE AND TERRAZZO

Effective: 7-21-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Finisher (Tile-Marble-Terrazzo)	\$20.87/hr	\$8.42/hr
Journeyman (Tile, Marble, Terrazzo	\$26.83/hr	\$8.48/hr

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

FIRE EXTINGUISHER REPAIRER

Last Revision: 09/03/2015
Effective Date: 08/18/2016

<u>Classification:</u>	<u>Base Wages:</u>	<u>Fringes:</u>
Fire Extinguisher Repairer	\$19.57/hr	\$6.53

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubings, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment, and may install cabinets and brackets to hold extinguishers.

FUEL HANDLER SERIES

Last Revision: 10-22-2015
Effective: 10-20-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Fuel Distribution System Operator	\$20.87/hour	\$6.68/hour
Lead Fuel Distribution System Operator	\$21.82/hour	\$6.79/hour
Fuel Distribution System Mechanic	\$25.81/hour	\$7.25/hour
Lead Fuel Distribution System Mechanic	\$26.98/hour	\$7.38/hour

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

Fuel Distribution System Operator:

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

Lead Fuel Distribution System Operator:

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

Fuel Distribution System Mechanic:

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic:

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

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

FURNITURE MOVERS
(Moving, Storage and Cartage Workers)

Last Revision: 10-9-2014
Effective: 10-22-2015

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Laborer/Helper	\$17.36/hour	\$6.27/hour
Driver/Packer	\$17.43/hour	\$6.28/hour
Lead Worker	\$18.22/hour	\$6.37/hour

GLYCOL FACILITY WAGES

Effective: 7-21-2016

<u>Classification:</u>	<u>SCA Title</u>	<u>Base Wage</u>	<u>Fringes</u>	<u>Total</u>
Deicing Facility Operator	Water Treatment Plant Operator	\$25.07	\$7.16	\$32.23
Maintenance Mechanic	Machinery Maintenance Mechanic	\$25.59	\$7.22	\$32.81
Material Handling Laborer	Material Handling Laborer	\$17.36	\$6.27	\$23.63

DEICING FACILITY OPERATOR

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

MAINTENANCE MECHANIC

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

MATERIAL HANDLING LABORER

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

LANDSIDE PARKING ELECTRONICS TECHNICIAN

Last Revision: 10-22-2015

Effective: 10-20-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Landside Parking Electronics Technician	\$24.35/hour	\$4.27/hour

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

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

PEST CONTROLLER

Last Revision: 9-3-2015

Effective Date: 08/18/2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Pest Controller	\$20.41/hour	\$6.63 /hour

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

QUALITY CONTROL & ASSURANCE TECHNICIAN

Last Revision:

Effective Date: 03/02/2017

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Quality Control & Assurance Technician	\$21.37/hour	\$6.74 /hour

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

SIGN ERECTOR

Last Revision: 10-15-2009
Effective: 10-15-2010

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Sign Erector	\$20.19/hour	\$3.80/hour

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

TELEDATA TECHNICIAN

Effective 09/16/2014 the Teledata Technician classification will utilize the base pay and fringe benefits for the Electrician classification under the Davis Bacon Building wage determination.

TRANSIT TECHNICIANS

Last Revision: 12-18-2015
Transit Technician Series Effective: 12-01-16
Elevator Repairer Effective: 12-01-16

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Transit Technician - Entry	\$24.34/hour	\$7.08/hour
Transit Technician - Senior	\$26.61/hour	\$7.34/hour
Transit Technician - Lead	\$27.82/hour	\$7.48/hour
Elevator Mechanic/Repairer	\$42.35/hour	\$35.72/hour (< 5 yrs. service) \$36.58/hour (> 5 yrs. service)

In addition, shift differentials of eight percent (8%) of the employee's straight time pay rate for the second shift and ten percent (10%) for the third shift for straight time work regularly scheduled providing lore that (50%) of the employee's work occurred on such shift.

Transit Technician-Entry: Associates in this position will be given instruction by on-the-job and/or classroom training to perform corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro/mechanical, hydraulic, and pneumatic nature. This classification of workers may assist with routine preventive maintenance, inspection, and adjustment. Tasks and procedures are well established and require close supervision. Incumbents will follow the direction of higher level personnel in preventive or corrective maintenance phases of work. Most tasks will be of an apprentice nature and will require close supervision. Incumbents will progress to the journey level after one year as a Transit Technician-Entry.

Transit Technician-Senior: This is a full performance level class performing various corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro-mechanical, hydraulic, and pneumatic nature; monitors the transit system via a central computer system to make automated adjustments in the operation and maintenance of the transit system.

Transit Technician-Lead: Performs lead technical duties such as making work assignments and conducting on-the-job informal training as well as performing various tasks involved with the operation and maintenance of the transit system. The Lead Transit Technician is the specialist in terms of hands-on diagnosis and troubleshooting various problems that may arise on the transit system.

Elevator Repairer: The SCA-Directory of Occupations describes, Elevator Repairer as, “repairs and maintains “Automated People Movers” and like named devices used in the transportation of people and materials including, but not limited to elevators, escalators, dumbwaiters, and moving walkways to meet safety regulations and building codes. This worker trouble shoots and determines causes of trouble in brakes, electrical motors, switches, signal and control systems, using computers, test lamps, voltmeters, ammeters, and oscilloscopes, disassembles defective units and repairs or replaces parts such as electrical door locks, cables, electrical wiring and faulty safety devices installs push button control systems, complete control systems, and other devices to modernize automated people mover systems, and cleans and lubricates bearing and other parts to minimize friction.”

TREE TRIMMERS

Last Revision: 10-15-2009
 Effective: 10-15-2010

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Tree Trimmer	\$16.77/hour	\$2.48/hour

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

WINDOW CLEANERS

Last Revision: 2-18-2016
 Effective: 12-01-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Window Cleaner	\$24.79/hour	\$8.39/hr (Single) \$10.47/hr (2-Party) \$12.46/hr (Family)

Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.

Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.
Note:	The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

**CONTRACTOR'S PROPOSAL
FORMS**

**ON-CALL GENERAL CONSTRUCTION
CONTRACT NO: 201735074**

July 2017

CONTRACTOR

Swinerton Builders

NAME

6890 West 52nd Avenue, Suite 100

ADDRESS

Arvada, Colorado 80002-3962

PROPOSAL LETTER

PROPOSER Swinerton Builders

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 July 17, 2017, for Contract No. 201735074, Denver International Airport.

The project consists of an ON-CALL GENERAL CONSTRUCTION contract. Work will consist of on-call construction services for various projects at the Airport. The scope of these projects vary widely. A general contract is needed to lead each of these projects and coordinate all the construction activities. The types of projects could include, but not limited to, gate expansion, office remodel, concourse renovation, interior finishes, structural repairs, apron concrete repair and paving, gate relocation, etc. 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 August 16, 2017

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.

Attached and incorporated herein are the following proposal forms: Experience and Past Performance Information Form; Key Personnel Information Form; Quality Control Plans Form, Schedule of Prices and Quantities, and Proposal Data Forms (DIVERSITY, DSBO, ETC). 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 22 day of August, 2017.

BUSINESS ADDRESS OF PROPOSER:

Swinerton Builders

6890 West 52nd Street, Suite 100

City, State, Zip Code:

Arvada, Colorado 80002-3962

Telephone Number of Proposer:

303.423.9242

Fax Number of Proposer:

877.349.3103

Social Security or Employer Id. No. of Proposer:

94-1499330

SIGNATURE OF PROPOSER:

If a Corporation:

PRINT NAME OF CORPORATION:

Swinerton Builders

Attest:
(Corporate Seal)

a California Corporation

Linda Schowalter
Secretary

By: [Signature]
Vice President / Division Manager

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)]

Proposal Data Forms

INFORMATION ABOUT CONTRACTOR

1. Name of Proposer/Contractor: Swinerton Builders

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: 2(a) General, 2(b) Demolition

Monetary Limit: \$3,000,000 or less and \$6,000,000 or above

4. Address of Contractor: 6890 West 52nd Street, Suite 100
Arvada, Colorado 80002-3962

Telephone: 303.423.9242 Fax: 877.349.3103

5. Established where and when: 05/22/1908, California

6. Contractor's Banks: City National Bank, 2001 North Main Street, Suite 200
Walnut Creek, CA 94596

7. Principal Officers of Contractor (managers and members if LLC):

Name: _____ Name: _____

Title: _____ Title: _____

Name: _____ Name: _____

Title: _____ Title: _____

8. Proposer's/Contractor's City and License No.: 232041
County of Denver Contractor License if
it has obtained one: 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): California

10. Proposer's Surety: Fidelity & Deposit Company of Maryland (Zurich)
Liberty Mutual Insurance Company

11. Surety's State of Incorporation: California

12. Address of Contractor in other areas (if different from No. 4): Please see "Ehibit B" with a list of all office addresses at the end of the section.

13. Name and address of person to receive payments: Deidre Jasper

6890 West 52nd Street, Suite 100

Arvada, Colorado 80002-3962

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.

N/A

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

N/A

Proposer Swinerton Builders

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 X 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 X 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 X has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does X does not ___ employ fifty or more employees.

Dated: 08/22/2017

Swinerton Builders

(Name of Proposer)

By: 

Title: Vice President / Division Manager

Proposer Swinerton Builders

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: 08/22/2017

Swinerton Builders

(Name of Proposer)

By:  _____

Title: Vice President / Division Manager

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 25% 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 25% 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: Swinerton Builders
Name of Firm

By:  Vice President / Division Manager
Signature Title

Address: 6890 West 52nd Street, Suite 100
Street
Arvada, Colorado 80002-3962
City / State / Zip Code

Telephone: Phone 303.423.9242 877.349.3103 Fax



COMMITMENT TO MWBE PARTICIPATION

Office of Economic Development
Division of Small Business Opportunity

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Blvd
Denver, CO 80249
Phone: 303-342-2180 Fax: 303-342-2190
E-mail: small.business@flydenver.com

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

Contract #	201735074	Contract Name:	DEN On-Call General Construction - Swinerton Builders		
<input checked="" type="checkbox"/>	<p>The Bidder/Proposer is committed to the minimum advertised contract goal for MWBE utilization on the contract, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant/supplier listed for participation in the Bid Forms as follows:</p> <p>Hard Bids: Three (3) business days after the bid opening Request for Proposals: With the proposal when due Compliance Plans: With each task/work order</p>				
<input type="checkbox"/>	<p>The Bidder/Proposer is unable to meet the contract goal of _____ % MWBE, but is committed to a minimum of _____% MWBE utilization on the contract. The Bidder/Proposer understands that they must submit a detailed statement of their Good Faith Effort (GFE) in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 Part 26 and must submit Letters of Intent for each MWBE listed for participation in the Bid Forms as follows:</p> <p>Hard Bids: Three (3) business days after the bid opening Request for Proposals: With the proposal when due Compliance Plans: With each task/work order</p>				
<input type="checkbox"/>	<p>The Bidder/Proposer is a certified MWBE in good standing with the City and County of Denver and is committed to self-perform a minimum of _____% of the work on the contract.</p>				
Bidder/Proposer (Name of Firm):		Swinerton Builders			
Firm's Representative (Please Print):		Shawna Tucci			
Signature (Firm's Representative):		<i>Shawna Tucci</i>		Date:	08.22.2017
Title:	Program Manager				
Address:	6890 West 52nd Street,				
City:	Arvada	State:	CO	Zip Code:	80002
Phone:	303.423.9242	Fax:	877.349.3103	E-mail:	stucci@swinerton.com

Swinerton is committed meeting the advertised MWBE goal. However, we are unable to complete the Commitment to MWBE Participation because we are not currently bidding a Task Order. We have provided Letters of Intent from MWBE subcontractors who are committed to working with Swinerton when we invite them to bid pending upcoming Task Order for the DEN On-Call General Construction Contract No. 201735074. These subcontractors are not an exclusive list, additional MWBE subcontractors will be invited at bid time and LOIs will be provided at that time.



**List of Proposed
MWBE
Bidders, Subcontractors,
Suppliers, Manufacturers, or Brokers**

Office of Economic Development
Division of Small Business Opportunity

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Blvd
Denver, CO 80249
Phone: 303-342-2180 Fax: 303-342-2190
E-mail: small.business@flydenver.com

Contract #	201735074	Date:	08.22.2017
-------------------	-----------	--------------	------------

Contract Name:	DEN On-Call General Construction
-----------------------	----------------------------------

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

The undersigned bidder hereby certifies that the subcontractors and suppliers listed below have full knowledge that their names have been offered as subcontractors and suppliers for the work, and the bidder further certifies that the dollar amount of work to be performed by the MWBE was furnished to the bidder prior to the bid opening.

Prime

Business Name:		Contact Person:	
Address:		\$ Amount:	
Scope of Work:		% of Contract:	

Certified MWBE Prime

Business Name:		Contact Person:	
Address:		\$ Amount:	
Scope of Work:		% of Contract:	

Subcontractors, Suppliers, Manufacturers, or Brokers (check one box)

Subcontractor <input type="checkbox"/>	Supplier <input type="checkbox"/>	Manufacturer <input type="checkbox"/>	Broker <input type="checkbox"/>
Business Name:		Contact Person:	
Address:		\$ Amount:	
Scope of Work:		% of Contract:	

Subcontractors, Suppliers, Manufacturers, or Brokers (check one box)

Subcontractor <input type="checkbox"/>	Supplier <input type="checkbox"/>	Manufacturer <input type="checkbox"/>	Broker <input type="checkbox"/>
Business Name:		Contact Person:	
Address:		\$ Amount:	
Scope of Work:		% of Contract:	

Subcontractors, Suppliers, Manufacturers, or Brokers (check one box)

Subcontractor <input type="checkbox"/>	Supplier <input type="checkbox"/>	Manufacturer <input type="checkbox"/>	Broker <input type="checkbox"/>
Business Name:		Contact Person:	
Address:		\$ Amount:	
Scope of Work:		% of Contract:	

Subcontractors, Suppliers, Manufacturers, or Brokers (check one box)

Subcontractor <input type="checkbox"/>	Supplier <input type="checkbox"/>	Manufacturer <input type="checkbox"/>	Broker <input type="checkbox"/>
Business Name:		Contact Person:	
Address:		\$ Amount:	
Scope of Work:		% of Contract:	

Swinerton is committed meeting the advertised MWBE goal. However, we are unable to complete the Commitment to MWBE Participation because we are not currently bidding a Task Order. We have provided Letters of Intent from MWBE subcontractors who are committed to working with Swinerton when we invite them to bid pending upcoming Task Order for the DEN On-Call General Construction Contract No. 201735074. These subcontractors are not an exclusive list, additional MWBE subcontractors will be invited at bid time and LOIs will be provided at that time.

**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY
CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION**

**Swinerton Builders
DEN On-Call
[CONTRACT NO. 201735074]**

SECTION 1:	INTRODUCTION	1
SECTION 2:	KEY PERSONNEL	2
SECTION 3:	STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION	2
SECTION 4:	COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS:	6
SECTION 5:	M/WBE PARTICIPATION; MAINTAINING COMMITMENTS	9
SECTION 6:	COMPLIANCE DOCUMENTS AND REPORTING.....	11
SECTION 7:	PLAN ADMINISTRATION; MONITORING; CLOSEOUT.....	11
SECTION 8:	NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN.....	12
SECTION 9:	MEDIATION.....	13

**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY
CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION**

**Swinerton Builders
DEN On-Call
[CONTRACT NO. 201735074]**

SECTION 1: INTRODUCTION

- A. [NAME OF COMPANY] (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Aviation, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 760, Series of 2006 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is 25%. The good faith solicitation level is 100%.
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds 25% of the total construction price under the Contract for each task order.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts, but will apply to individual task orders.
- E. This Compliance Plan describes how the Contractor will address the project goal on a per task order basis at the point where task orders are assigned so that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is On Call Construction Services.
- G. Since the work will be delivered by task order, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to each task order.

SECTION 2: KEY PERSONNEL

[Identify the other key staff who will be responsible for carrying out the Compliance Plan, and for contract administration for subcontractors and suppliers, etc. The following are examples, to be tailored to the Contractor's situation]

Shawna Tucci, 720.648.0220, Stucci@swinerton.com, Project Executive, has been assigned as the Project Executive for this Contract. The Project Executive oversees the teams providing the total construction effort, maintaining overall team communication, administrative and technical direction to ensure that the project is constructed in accordance with design, budget and schedule specifications.

Kyle Ziegler, 303.720.3522, Kziegler@swinerton.com, Project Manager, has been assigned as the Project Manager for this Contract. The Project Manager is responsible for the overall management of the Contractor's performance of the Project.

Denette Grant, 303.418.5308, Dgrant@swinerton.com, is the [Contract Administrator], who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. [Denette] will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

Laura Lanahan, 303.418.5326, Llanahan@swinerton.com, is the [Project Administrator], who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. [Laura] will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

Drew Rippel, 303.418.5394, drippel@swinerton.com, Regional Manager of Community Relations, is responsible for oversight of our Small Business Program and compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.

SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION

- A. The Contractor will meet the set goal of **25%** per task order and Letters of Intent will be due with each task order.

[Display the information in chart form. Examples are provided below for your use. Customize the form so that it provides the information specific to your project. The total at bottom needs to be the contract total. Showing subtotals along the way for completely different types of work is acceptable. Force accounts and contingency fees may be deducted from the total goals are met upon.]

The overall committed contract goal is the percentage stated on page 1.]

GOALS SCHEDULE CHART

		Total Contract Scope Value		Estimated Potential MWBE Participation	
Workscope	Tier	Total Contract \$	Total Contract %	\$ of Listed Scope	% of Constr Services
Aggregates/Embankment	1				
Rebar – Furnish & Install	1				
Fencing	1				
Waterproof Membrane	1				
Concrete Flatwork	1				
Health & Safety Management	1				
Perm Signage – Roadway	1				
Perm Signage – Structures	1				
Metal Guardrail	1				
Asphalt Pavement	2				
Concrete Pavement	2				
Total – Potential MWBE Construction Services					

GOALS SCHEDULE CHART

AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENT-AGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Earthwork/Site Demo				
Utilities				
Paving				
Landscape & Irrigation				
Concrete				
Masonry				
Metals				
Carpentry				
Thermal & Moisture				
Doors & Windows				
Finishes				
Specialties				
Mechanical				
Electrical				
SUBTOTAL				
Design				
Self-Performance				
TOTAL				

B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.

C. The Contractor has the following preliminary schedule for issuance of each task order:

The following is a preliminary list of steps that we will take upon issuance of each task order.

1. Receive task order and documents
2. Review task order in detail, develop trade work scopes and determine appropriate MWBE trades to engage in project.
3. Advertise project and distribute project documents and trade scopes.
4. Receive and review proposals with bidders.
5. Submit task order proposal to DEN]

D. *[Identify any specific issues or potential issues with the contract's scope of work and how the Contractor will address them – specialized work items, etc*

If a task order is issued that has limited trades involved, or specialized work items, we will work diligently to ensure we are maximizing M/WBE participation at sub-tier levels or via breakouts of trade packages.]

E. *[State whether the Contractor will prequalify any subcontractors. If prequalification will be used, identify all subcontracts for which the Contractor will prequalify subcontractors, and explain the prequalification process that will be used.]*

Any subcontractor working for Swinerton, or interested in working for Swinerton with a minimum contract value of \$50,000, must be prequalified in order to be awarded a contract. Subcontractors must submit an online application at subcontractorprequal@swinerton.com and provide the following list of documents along with their online application.

1. *Current Financial Statement*
2. *Letter of Bondability/Bonding Capacity*
3. *Certificate of Insurance*
4. *OSHA Forms 300 & 300A, last 3 years (only last year for existing sub's); if you are exempt from OSHA recordkeeping, provide a statement with the reason for your exemption*
5. *3-year EMR history—provide verifying document or request from your Insurer IMPORTANT: If EMR is 1.25 or greater, include Letter of Explanation and Safety Program/Procedures/Policy improvements*
6. *Certifications (MBE, DBE, etc.)*

7. *Line of Credit Letter from your bank or financial institution*
8. *General Liability Insurance Policy Rate and Dec Page*
9. *Workers' Compensation Insurance Policy Rate and Dec Page*
10. *Form W-9*

- F. The contractor will meet the 25% goal on each task order or submit a Good Faith Effort with each task order assigned.
- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: *Swinerton will consider the following types of scope to maximize M/WBE participation: rough carpentry, doors frames and hardware and concrete.*

SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS:

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.
- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will publish notices in The Daily Journal and other local publications and websites, identifying the subcontracting opportunities and specifically soliciting City-certified M/WBE participation. The Contractor will also provide notice of all such solicitations to relevant organizations such as, but not limited to, the Colorado Black Chamber of Commerce, Rocky Mountain Minority Supplier Development Council, Hispanic Contractors of Colorado, and the Colorado Women's Chamber of Commerce. Notices will be published or provided no less than 10 calendar days before bids are due on the work.
- D. Contractor will conduct at least one pre-bid meeting, as announced in published notices, which all interested subcontractors and suppliers may attend, at which the Contractor will present information and answer questions about the work.
- E. For almost a quarter of a century, Swinerton's Vendor Diversity Program has been a testament to our commitment to Small Business America and is a reason why we are a known industry leader. Over the last five years, our efforts in the Colorado office have resulted in an approximately 49.2% participation rate for small and disadvantaged business enterprises, including those owned by women, minorities and disabled veterans.

DEN's mission for diversity and inclusiveness mirrors ours. Together we strive to create an empowering and respectful work environment that serves the local community and contributes to the success of our project together. We understand the necessity of virtuous and inclusive business practices. Small business is big business, which is one of the reasons we are so committed to the utilization of local MWBE partners on our projects. Although many of our projects do not have small or diverse business requirements, our baseline goal company-wide is always a minimum of 20% for every project. Our commitment to the community is something that is beneficial to all stakeholders connected to this project. At the end of the day, our commitment extends beyond the confines of our project jobsites and operational hours through mentoring and giving back. Some of the programs we champion are listed below:

- Swinerton Colorado has an active outreach program focusing on Small Business and M/WBE firms. We are active members of HCC Diversity Leader (HCC), Black Contractors Group (BCG), the Conference of Minority Transportation Officials (COMTO) and Society of American Military Engineers (SAME).
- **HCC Diversity Leader**
HCC is one of the biggest assets to our community outreach. HCC's mission is to be at the tip of the spear in the A/E/C industry in the interests of accomplishing collective goals through connections between businesses and contractors within the private in public sectors to promote education and advocacy for all diverse businesses. Aside from monthly meetings, we have several key players who are active members of HCC. Michelle Sandoval, Marketing Manager, sits on the Board of Directors of HCC, Drew Rippel and Kim Shigeno, sit on the Aviation Committee, Scott Hill, Sr. Project Manager sits on the Contractors Academy that offers training and certifications for SBE/DBE/MWBE firms and several other Swinerton employees participate on various HCC committees.
- **Brews with Builders Outreach**
We are active champions throughout the community with organizations such as COMTO, BCG and HCC, but nothing beats the direct relationships we form when we open our doors to the small business community. We host a monthly "Brews with Builders" outreach and education program at our Arvada office. These events are open to all small businesses and provide an informal forum to learn how to do business with Swinerton, what opportunities are available for bidding and it provides an opportunity build relationships.

In addition, we invite at least one community networking organization representative (HCC, BCG, Rocky Mountain Minority Business Development Agency (RMBDA), RTD) to offer additional information on certification and upcoming training workshops that are available through their organizations. We have found this to be a benefit as some of our past attendees did not have their certifications and did not know how to get them.

- **AMMEX Safety Program Mentorship**

Many of the smaller subcontracting firms in our community lack the resources to provide adequate training for their workforce. An innovation we have undertaken is mentoring a smaller subcontractor to increase the firm's safety program. We partnered with AMMEX Masonry, a 15-year-old MWBE masonry firm formed by two masons when they were both laid off in a down economy. AMMEX has completed several projects with Swinerton, and through these projects, our firms discovered a shared culture in excellence and innovation. While AMMEX's safety program was solid, both firms recognized the need for safety program improvement since AMMEX does not have the resources to conduct a comprehensive safety program. In this informal mentor-protégé relationship, Swinerton's safety and project management resources conduct safety walks and audits of AMMEX's project sites and provide safety training to their 14 foremen and firm leadership. In a 360-degree review, AMMEX provides feedback to the Swinerton team on topics they find relevant and useful in their company which helps Swinerton hone in on safety training topics for future subcontractor partners.

- **Workforce Development**

Swinerton is currently working with the AGC on the Build Colorado, Construction CareersNow, Workforce program through Emily Griffith Technical College and with the Mile High Youth Corp.

F. Swinerton is committed to DEN's goals of building successful projects that incorporate local emerging companies in a cost-effective manner beneficial to all parties, thereby providing opportunities for long-term growth and financial success. Our diversity program includes outreach, mentoring and educational opportunities provided to local SMWDVBE firms. In order to identify qualified SMWDVBE firms to participate in our construction projects, we sponsor and partner with local community outreach organizations and agencies. By reaching out to as many subcontractors and vendors as possible, we are able to find those who will be the most successful in the execution of both project and diversity objectives. To increase participation of local businesses, we conduct outreach efforts to local businesses with the help of these organizations and divide construction trade contracts into sub-components to allow for maximum participation by local businesses. Such a strategy is key in promoting participation by small local businesses which may not yet be prepared to take on larger contracts.

In particular, we utilize the following protocol to effectively manage the bid/proposal process:

- **Database Search:** We use the City and County of Denver MWEDSBE vendor search database, SBA's Dynamic Small Business Search system, the Veteran's Affairs Vendor Information Pages and MWBE data from our outreach efforts to identify potential MWBE bidders.
- **Structuring of Bid Packages:** Swinerton may structure some contract packages into smaller economically viable packages to support more MWBE participation.

- 2nd & 3rd Tier Subcontractor Participation: We assist major trades who are not MWBE to identify 2nd and 3rd tier firms who can work with them to execute segments of the larger subcontract.
- Advertising: We ensure that advertising occurs in a timely manner through both print media in local and construction focused publications, as well as digital media platforms like Facebook, Twitter and online notices provided by non-profit organizations such as HCC Colorado's Diversity Leader, the Black Construction Group, COMTO, the Rocky Mountain Minority Business Development Agency and the local Procurement Technical Assistance Centers.
- Invitations to Bid: Direct invitations to bid are sent to the identified MWBE's. Additionally, invitations are sent to interested MWBE's who contacted us as a result of our advertising and outreach efforts in local and construction focused publications.
- Contact Outreach Organizations: We utilize outreach organizations that provide assistance in the recruitment and placement of MWBE firms no less than 30 days prior to bidding of trade packages.
- Pre-Bid Meetings: Construction project details are discussed including a general description of trade packages. The purpose of the meeting is to allow major subcontractors to meet with smaller MWBE and exchange information with each other to develop 2nd and 3rd tier relationships.
- Follow-Up to Solicitation: We will follow up via phone to determine with certainty whether a firm is interested in bidding and contracting for specific portions of work.
- Bid Receipt and Evaluation: All bids will be thoroughly evaluated before a contract award. When evaluating bids received from larger businesses, an important element of our evaluation is their commitment to the MWBE process and their own outreach and implementation plans. All formal bid solicitations to MWBE subcontractors and bids received are tracked by our bid management software, SmartBidNet.

G. The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.

SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS

- A. When issuing each task order for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that task order. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.
- B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment. When requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.

- C. The Contractor will report to DSBO the total M/WBE participation obtained for each task order. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section 6 below.
- D. The Contractor will document its efforts to obtain M/WBE participation for each task order, and submit such documentation to DSBO upon request by DSBO at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on each task order, or it may fall short of meeting the participation goal for a specific task order. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each task order under the contract, except for task orders that are subject to a “modified good faith effort” under § 28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.
- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the task order, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE or WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new MBEs or WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract.
- G. The Contractor will comply with the provisions of § 28-75 as to the replacement of a WBE or MBE on the Project.
- H. The Contractor acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of MBE and WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING

A. The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO.

1. Prime contractor background information form*
2. DSBO Schedule of Work form*
3. Subcontractor background information form for all subcontractors*
4. M/WBE Letters of Intent
5. Monthly contractor's certification of payment forms (participation report)
6. DSBO change order forms
7. M/WBE final lien release forms
8. B2G online payment verification

(*due at NTP + 5 days; revisions as required)

B. The Contractor will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported monthly to DSBO, or as otherwise required, including:

1. Dates of solicitation
2. Names, addresses and telephone numbers of all M/WBE firms contacted.
3. Description of efforts made to contact M/WBE firms.
4. Description of information provided to M/WBE firms.
5. Description of the process and outcome.
6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
7. Schedules of prebid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.

SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT

A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.

B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.

- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved.
- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract: Swinerton reviews and reconciles M/WBE participation at project startup, monthly and at project closeout. We will be available to review M/WBE participation at any time other than these dates if needed.
- E. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.
- F. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each MBE or WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. The Contractor may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN

- A. At all times, DSBO shall monitor the Contractor's compliance with this Plan and the M/WBE Ordinance and Rules. The Contractor shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by the Contractor.
- B. If the Director has reason to believe that the Contractor is not in compliance with this Plan or with the M/WBE Ordinance, the Director shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and

giving the Contractor thirty (30) days in which to submit a remediation plan for the Director's review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor's M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract.

- C. The Contractor shall, within such thirty (30) day period, deliver to the Director a written remediation plan the Director's review and approval.
- D. The Director may issue a written determination of non-compliance and the sanction which the Director has elected to impose as a consequence:
 - (1) If the Contractor does not respond within the time allowed; or
 - (2) If the Contractor fails to submit a satisfactory remediation plan; or
 - (3) If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.
- E. The Contractor may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in § 28-33, D.R.M.C.

SECTION 9: MEDIATION

The Contractor will provide a process to resolve disputes that occur between a MBE or WBE and any non-M/WBE subcontractors or suppliers under the Contract. The Contractor will document such disputes and inform DSBO of the steps the Contractor plans to take to resolve the dispute. The Contractor may ask DSBO to assist in the resolution process it has developed. The Contractor will document and notify DSBO if those disputes have been resolved and inform DSBO of any disputes it was unable to resolve. DSBO will notify the Contractor of any complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 15 day of January, 2018.

Contractor

By: Shawna Tucci

ATTACHMENT 1

EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

Sections 28-62(b) and 28-75(c), D.R.M.C

Sec. 28-62. Same--Good faith efforts.

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

- (1) If prebid or preselection meetings are scheduled by the city at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
- (2) The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- (3) The bidder or proposer must select portions of the work 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, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- (4) The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.

- (5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- (6) For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- (7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
- (8) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the city or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (9) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (10) The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

~~~~~

**Sec. 28-75. Potential violations during contract performance.**

(c) The following modified good faith requirements shall apply to sections 28-72 and 28-73. In the event that a contractor or consultant must add or replace an MBE or WBE subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker or in the event that a new scope of work is added to the ongoing contract, and the contractor or consultant in such event is in non-compliance with maintenance of the original project goal upon which the contract was awarded, due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor or consultant to show



good faith efforts as to any one (1) of the following categories shall render its overall good faith efforts showing insufficient; and its contract performance in non-compliance with this division 3.

- (1) Verification in writing to the DSBO of the contractor's or consultant's intention to terminate or replace an MBE or WBE originally identified for participation in the bid, proposal or competitive selection process proposal upon which the contract was awarded. The reason for the termination or replacement must be stated and the type of work or services must be identified.
- (2) Verification that the contractor or consultant used the most current MBE and WBE directory from the DSBO in order to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith effort.
- (3) Verification of efforts to contact appropriate MBEs and WBEs within the same identified subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker area must be documented. Facsimile transmission, e-mail and telephone communication will be acceptable. The director may verify such contacts as he deems appropriate.
- (4) Documentation of the modified good faith efforts must be submitted to the DSBO prior to the payment to the contractor or consultant of the next progress or other partial payment or fund release under the contract.

# 6. DIVERSITY AND INCLUSIVENESS

## RFP Question

Criteria to be evaluated with respect to Diversity and Inclusiveness in City solicitations.

Purchasing - DI Form - 2017-08-21 15:27:27

Office of Economic Development Division of Small Business Opportunity 201 W Colfax Ave, Dept 907 Denver, CO 80202 P: 720.913.1714 F: 720.913.1809 www.denvergov.org/oed

Diversity and Inclusiveness\* in City Solicitations Information Request Form Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness to promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's contractors and consultants toward diversity and inclusiveness and encourages/requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods. Answer each question below. Missing or incomplete responses will be recorded as "no", "not applicable", or "none". A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.

**Business Email Address \***

msandoval@swinerton.com

**Enter Email Address of City and County of Denver contact person facilitating this solicitation. \***

Tony.Deconinck@flydenver.com

**Please provide the City Agency that is facilitating this solicitation: \***

Denver International Airport

**Agency Name (if not listed above) \***

**Project Name \***

On-Call General Construction

**Solicitation No. (Check Below if Not Applicable) \***

201735074

**Item #141**

Check Here if Solicitation No. is N/A

**Name of Your Company \***

Swinerton Builders

**What Industry is Your Business? \***

Construction/Landscape/Maintenance Services

**If Other, Please Tell Us Your Industry: \***

**Address \***

6890 West 52nd Street #100

**City \***

Arvada

**State**

Colorado

**Zip Code \***

80002

**Other (if not state, enter country, province, etc. here)**

**Business Phone Number \***

303.423.9242

**Business Facsimile Number**

877.349.3103

**1. How many employees does your company employ? \***

- 1-10
- 11-50
- 51-100
- Over 100

1.1. How many of your employees are:

**Number of Full Time: \***

**Number of Part Time: \***

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

- Yes
- No

If No, and your company size is less than 10 employees continue to question 10. Complete and sign the form.

If Yes, does it address:

**2.1. Employment and retention? \***

- Yes
- No

**2.2. Procurement and supply chain activities? \***

- Yes
- No

**2.3. Customer Service? \***

- Yes
- No

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

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

- Yes
- No

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

- Employee Training
- Pamphlets
- Public EEO Postings
- Other

**5. How often do you provide training and diversity and inclusiveness principles? \***

- Monthly
- Quarterly
-

- Annually
- N/A
- Other

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

- 0-25%
- 26-50%
- 51-75%
- 76-100%
- 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) \***

See Exhibit 2

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

- Yes
- No

**7.1 If Yes, how often does it meet? \***

- Monthly
- Quarterly
- Annually
- Other

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

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

- Yes
- No

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

- Yes
- No

**10. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program. \***

**11. Would you like information detailing how to implement a Diversity and Inclusiveness program? \***

- Yes
- No

If yes, please email XO101@denvergov.org.

**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 \***

Michelle Sandoval

**Today's Date**

08-21-2017

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

[https://fs7.formsite.com/CCDenver/files/f-160-132-10643972\\_FdZ9dWvd\\_DI\\_Form\\_Exhibit\\_1\\_and\\_2\\_08.21.2017.pdf](https://fs7.formsite.com/CCDenver/files/f-160-132-10643972_FdZ9dWvd_DI_Form_Exhibit_1_and_2_08.21.2017.pdf)

\*"Diversity and inclusiveness program" means a program that invites values, perspectives and contributions of people from diverse backgrounds, and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization's workplace. "Diversity" encompasses a wide variety of human differences, including differences such as race, age, gender, gender identity, sexual orientation, ethnicity, physical disabilities, appearance, historically underutilized and disadvantaged persons, as well as social identities such as religion, marital status, socio-economic status, lifestyle, education, parental status, geographic background, language ability, and veteran status."

# Request for Taxpayer Identification Number and Certification

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

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Print or type<br>See Specific<br>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.<br><b>Swinerton Builders</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                                                          | 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                          | 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  |
|                                                          | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|                                                          | 5 Address (number, street, and apt. or suite no.)<br><b>6890 West 52nd Street, Suite 100</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|                                                          | 6 City, state, and ZIP code<br><b>Arvada, Colorado 80002-3962</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|                                                          | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |

**Part I Taxpayer Identification Number (TIN)**

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

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

|                                         |  |
|-----------------------------------------|--|
| <b>Social security number</b>           |  |
| [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] |  |
| <b>or</b>                               |  |
| <b>Employer identification number</b>   |  |
| 9 4 - 1 4 9 9 3 3 0                     |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

|                  |                            |                   |
|------------------|----------------------------|-------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ 08.22.2017 |
|------------------|----------------------------|-------------------|

**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/irw9](http://www.irs.gov/irw9).

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.

**CITY AND COUNTY OF DENVER**

**DEPARTMENT OF AVIATION**

**NOTICE TO APPARENT BEST PROPOSER**

DATE

COMPANY NAME AND ADDRESS

RE: CONTRACT NAME  
REQUEST FOR PROPOSAL (RFP) NO. 201735074

Dear

As a result of the City's review of the proposals submitted for the CONTRACT NAME, 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

---

Chief Executive Officer  
Denver International Airport

---

Senior Vice President  
Airport Infrastructure Management

cc: List



**NOTICE TO PROCEED**

TO:

Date:

Ladies and Gentlemen:

You are hereby authorized and directed to proceed on this date with the work of constructing the work in Task Order No. \_\_\_\_\_, Contract 201735074 On-Call General Construction, Denver International Airport, Denver, CO, as set forth in detail in the Contract Documents for the City and County of Denver.

CITY AND COUNTY OF DENVER

By \_\_\_\_\_  
Senior Vice President  
Airport Infrastructure Management

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

cc: List

**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. 201735074, On-Call General Construction, 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 SWINERTON BUILDERS, a California corporation authorized to do business in 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. 201738902, On-Call General Contracting, Denver International Airport; 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
- Compliance Plan
- 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 entire contract shall be complete no later than 3 (three) years from the date of execution of this Contract. 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 Fifteen Million Dollars and NO Cents (\$15,000,000.00) ("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-Five percent (25%) 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 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 sub-tier 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.

[END OF PAGE]

Contract Control Number: PLANE-201738902-00

Contractor Name: SWINERTON BUILDERS



By: TIM KRETZSCHMAR

Name: [Signature]  
(please print)

Title: DIVISION MANAGER, V.P.  
(please print)

ATTEST: [if required]

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

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

Title: \_\_\_\_\_  
(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 SWINERTON BUILDERS, a corporation organized under the laws of the State of CA, hereinafter referred to as the "Contractor" and Fidelity and Deposit Company of Maryland / Liberty Mutual Insurance Company, a corporation organized under the laws of the State of MD / MA, 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. 201738902, On-Call General Construction, 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 31st day of JANUARY, 2018.

SWINERTON BUILDERS  
CONTRACTOR

By:   
President

LIBERTY MUTUAL INSURANCE COMPANY  
SURETY

By:   
Betty L. Tolentino, Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
SURETY

By:   
Attorney-in-Fact Betty L. Tolentino

(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:   
Assistant City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

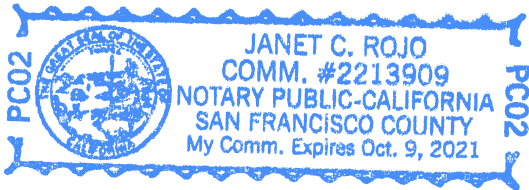
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )  
On January 31, 2018 before me, Janet C. Rojo, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Betty L. Tolentino  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

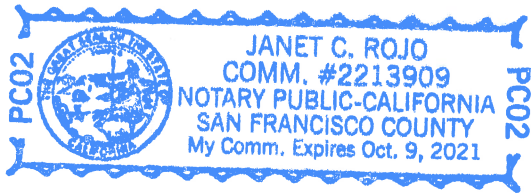
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )  
On January 31, 2018 before me, Janet C. Rojo, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Betty L. Tolentino  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



**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 **Susan HECKER, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, R.A. BASS and K. ZEROUNIAN**, all of San Francisco, California, **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 31st day of March, A.D. 2016.

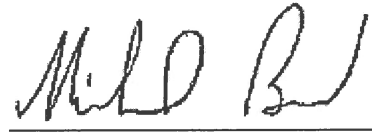
ATTEST:

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



By: 

*Secretary  
 Michael McKibben*

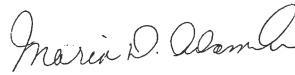


*Vice President  
 Michael Bond*

State of Maryland  
 County of Baltimore

On this 31st day of March, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and MICHAEL MCKIBBEN, 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.



*Maria D. Adamski, Notary Public  
 My Commission Expires: July 8, 2019*



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7969334

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Susan Hecker; M. Moody; Janet C. Rojo; R.A Bass; Virginia L. Black; Maureen O'Connell; Kevin Re; Betty L. Tolentino; Robert Wrixon; K. Zerounian

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of December, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 29th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of January, 20 18.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# 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<br>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<br>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<br>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 |



2307 STATUTE OF LIMITATIONS IN C.R.S § 13-80-102(1)(H) .....147  
**SPECIAL CONDITIONS**

**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, 9<sup>th</sup> 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, 7<sup>th</sup> Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249. Any reference to the Deputy Manager shall also mean SVP-AIM.

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, 7<sup>th</sup> 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 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 DIA.

**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.

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 to DIA activities or operations as defined herein 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 of Airport Activities for Any and All Task Orders.**

If DIA determines that the Contractor has disrupted the Airport Operations as described below and in the Technical Specifications, section 01014, 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.

Contractor caused disruptions of Airport Operations and the required Liquidated Damages are as follows:

- | <u>Amount per incident</u>                                                                                                                                                                                                                                                                                                                                      |                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1. Disruption of Fire Alarm – First Incident                                                                                                                                                                                                                                                                                                                    | \$3000.00                              |
| 2. Disruption of Fire Alarm – All other incidents                                                                                                                                                                                                                                                                                                               | \$5,000.00                             |
| 3. Disruption of Airline Baggage Operations– First Incident -                                                                                                                                                                                                                                                                                                   | \$5000.00 per hour                     |
| 4. Disruption of Airline Baggage Operations -All other incidents                                                                                                                                                                                                                                                                                                | \$10,000.00 per hour.                  |
| 5. Disruption of 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. Disruption of 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, DIA may determine that by causing any of these disruptions, the Contractor is not properly managing the work and DIA 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 DIA 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.

## 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

DIA Contact: Kimberly Pascoe  
(303) 342-6698

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

The DIA 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 DIA 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 DIA must be approved by DIA 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. 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.

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, than 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 DIA'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

**The Insurance Certificate which applies to this contract is  
contained in the pages immediately following this page.  
These pages are not included in the page numbering of this contract document.**

Do not submit the insurance form with the Proposal. This form outlines the insurance coverages and minimum limits of liability for the contract which must be in place and maintained for the duration of this contract.



## 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.



DENVER INTERNATIONAL AIRPORT
PARTIAL LIEN RELEASE – CONSTRUCTION
(Subcontractor)

Project: \_\_\_\_\_

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

City Contract No. \_\_\_\_\_

Current Subcontract
Amount: \$ \_\_\_\_\_

FROM:
billing

(1) Last Progress Payment for

Subcontractor \_\_\_\_\_

period ending \_\_\_\_\_ 20\_\_\_\_
\$ \_\_\_\_\_

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

City/State: \_\_\_\_\_

(2) Progress invoiced for previous billing
period (if unpaid) \_\_\_\_\_ 20\_\_\_\_
\$ \_\_\_\_\_

Telephone: \_\_\_\_\_

TO:
Contractor \_\_\_\_\_

(3) Progress invoiced for current billing
period ending \_\_\_\_\_ 20\_\_\_\_

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

\$ \_\_\_\_\_

City/State: \_\_\_\_\_

(4) Total Paid to Date:
\$ \_\_\_\_\_

[ ] MBE/WBE [ ] SBE [ ] DBE [ ] Non

The undersigned Subcontractor hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment, less retainage, for all labor, services, material and supplies which the undersigned has provided for use in and upon the project described above through \_\_\_\_\_, 20\_\_\_\_ and, (2) hereby releases the Contractor, surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date, except for the withheld retainage.

The Subcontractor also hereby agrees that the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above project through \_\_\_\_\_, 20\_\_\_\_, except for withheld retainage after it has received full payment, less retainage, of the amount invoiced for the current billing period.

Subcontractor: \_\_\_\_\_

Certified by: \_\_\_\_\_



Title: \_\_\_\_\_

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

(Form: CM-26 Revised: Feb 2007)



DENVER INTERNATIONAL AIRPORT
FINAL LIEN RELEASE – CONSTRUCTION
(Subcontractor)

Project: \_\_\_\_\_

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

City Contract No. \_\_\_\_\_

Subcontractor Contract No. \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

FROM:
Subcontractor: \_\_\_\_\_
billing

(1) Last Progress Payment for
period ending \_\_\_\_\_, 20\_\_

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

\$ \_\_\_\_\_

City/State: \_\_\_\_\_

(2) Does not apply

Telephone: \_\_\_\_\_

TO:
Contractor: \_\_\_\_\_

(3) Does not apply

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

City/State: \_\_\_\_\_

(4) Total Paid to Date:

\$

[ ] SBE [ ] DBE [ ] MBE [ ] WBE [ ] Non

The undersigned Subcontractor hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment for all labor, services, materials and supplies which the undersigned has provided for use in and upon the project described above through \_\_\_\_\_, 20\_\_ and, (2) hereby releases the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date.

The Subcontractor also hereby agrees that the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above project.

Subcontractor: \_\_\_\_\_

Certified by: \_\_\_\_\_

Title: \_\_\_\_\_

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

(Form: CM-70 Revised: Aug 2008)

**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<br>to<br>Until Further Notice | From January 1, 1982<br>to<br>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.