

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (“Contract”) is made and entered into as of the date stated on the City’s signature page below (the **“Effective Date”**) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the **“City”**), and **GERALD H. PHIPPS CONSTRUCTION, INC. D/B/A G.H. PHIPPS CONSTRUCTION CO.**, a corporation organized and existing under and by virtue of the laws of the State of Colorado (**“Contractor ”**) (collectively the **“Parties”**).

W I T N E S S E T H

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation the work proposed for Contract No. 202055228-00, Boilers 1,3,4, Terminal and AOB Pump Rooms Replacement at Denver International Airport (**“DEN”**); and

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

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

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

ARTICLE I. CONTRACT DOCUMENTS

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

- Contract
- Notice to Proceed
- Form of Final Receipt
- Building Information Modeling (**“BIM”**) if applicable
- Change Directives
- Change Orders
- Exhibit A Federal Appendices
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules
- Exhibit E Special Conditions
- Exhibit F Standard Specifications for Construction General Contract Conditions

(2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table Contents attached as Exhibit F)

- Exhibit G Performance Bond
- Exhibit H Payment Bond
- Exhibit I Technical Specifications
- Exhibit J Contract Drawings
- Exhibit K Invitation to Bid & Contractor’s Response and Forms

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

1. Exhibit A Federal Appendices
2. Contract
3. Exhibit K Invitation to Bid and Contractor’s Response and Forms
4. Change Directives
5. Change Orders
6. Exhibit B Equal Employment Opportunity Provisions
7. Exhibit E Special Conditions
8. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
9. Exhibit C Insurance Requirements
10. Exhibit D Prevailing Wage Schedules
11. Exhibit I Technical Specifications
12. Exhibit J Contract Drawings
13. Exhibit G Performance Bond
14. Exhibit H Payment Bond
15. Notice to Proceed
16. Form of Final Receipt
17. Building Information Modeling (“**BIM**”) if applicable

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

ARTICLE II. SCOPE OF WORK

Contractor shall furnish all labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Contract Documents (the “**Work**”).

ARTICLE III. TERM OF CONTRACT

The Senior Vice President of Aviation – Airport Infrastructure Management (the “**SVP-AIM**”) will issue a written notice to proceed to Contractor (the “**Notice to Proceed**”), and Contractor shall begin performing the Work required under this Contract within ten (10) days of such Notice to Proceed (the “**Commencement Date**”). Contractor shall fully complete the Work

in its entirety within nine hundred and seventy (970) consecutive calendar days from the date of the Notice to Proceed (“**Contract Time**”). Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

ARTICLE IV. TERMS OF PAYMENT

The City agrees to pay Contractor for the performance and completion of all of the Work as required by the Scope of Work and the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount of **Thirteen Million Nine Hundred and Seventeen Thousand Two Hundred Ninety-Nine Dollars and No Cents (\$13,917,299.00)** (the “**Maximum Contract Amount**”). In no event will the City’s liability exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified above.

ARTICLE V. VERIFIED STATEMENT OF CLAIMS

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

ARTICLE VI. DISPUTES

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

ARTICLE VII. DEFENSE AND INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE IX. LIQUIDATED DAMAGES

If Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to substantially complete the Work described in the Scope of Work within the time set forth in the Special Conditions, the City will suffer substantial damages, which damages would be difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work within the Contract Time or to substantially complete the work described in Milestone Areas within the time set forth in the Special Conditions shall be **Two Thousand United States Dollars and No Cents (\$ 2,000.00)** per day. If Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

ARTICLE X. INSURANCE REQUIREMENTS

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

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

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or

2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Contract.

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

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

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

ARTICLE XI. CONTRACT BINDING

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

ARTICLE XII. SEVERABILITY

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

ARTICLE XIII. ASSIGNMENT

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

ARTICLE XIV. APPROPRIATIONS

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

ARTICLE XV. APPROVALS

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

ARTICLE XVI. JOINT VENTURE

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

ARTICLE XVII. NO DISCRIMINATION IN EMPLOYMENT

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

ARTICLE XVIII. COORDINATION OF SERVICES

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

ARTICLE XIX. COMPLIANCE WITH ALL LAWS AND REGULATIONS

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

B. Consultant shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Consultant also shall comply with all applicable DEN design and

construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at:

<https://business.flydenver.com/bizops/bizRequirements.asp>.

ARTICLE XX. PROMPT PAYMENT

A. The City will make monthly progress payments to the Contractor for all services performed under this Contract based upon the Contractor's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Contractor's own personnel, billings from subcontractors, and all other information necessary to assess the Contractor's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Contract.

B. Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by the Contractor. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

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

ARTICLE XXI. OWNERSHIP AND DELIVERABLES.

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

ARTICLE XXII. COLORADO OPEN RECORDS ACT

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

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Article V.

ARTICLE XXIII. EXAMINATION OF RECORDS AND AUDITS

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

B. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor’s performance of this Contract, including

communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

ARTICLE XXIV. PREVAILING WAGE REQUIREMENTS

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

Date bid or proposal issuance was advertised October 26, 2020.

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

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

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

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

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

ARTICLE XXV. MINIMUM WAGE REQUIREMENTS

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

ARTICLE XXVI. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

A. This Contract is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”) and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Contract by the Division of Small Business Opportunity (“**DSBO**”) is 11.65%.

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

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

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

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

4. Those amendments, change orders, force accounts or other contract

modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in §§ 28-60, 28-70, and 28-73 D.R.M.C. with respect to the modified dollar value or work under the contract.

5. For contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C., as applicable, regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an MWBE subcontractor invoice.

6. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.

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

ARTICLE XXVII. SENSITIVE SECURITY INFORMATION

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

ARTICLE XXVIII. DEN SECURITY

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

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

ARTICLE XXIX. FEDERAL RIGHTS

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

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

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

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

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

ARTICLE XXX. CITY EXECUTION OF CONTRACT

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

ARTICLE XXXI. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

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Contract Control Number: PLANE-202055228-00
Contractor Name: GERALD H. PHIPPS, INC. D/B/A G.H. PHIPPS
CONSTRUCTION CO

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

EXHIBIT A

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

During the performance 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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “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 (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) 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) 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.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “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 (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT B

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

/s/ _____
Attorney for the City and
County of Denver

/s/ _____
Manager of Public Works

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

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

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I
DEFINITIONS

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

RULE I
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

REGULATION NO. 3. DIRECTOR OF CONTRACT COMPLIANCE: The Director of the Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office

of Contract Compliance or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Mayor's Office of Contract Compliance; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Mayor's Office of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

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

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

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

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

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

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

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

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

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

4. APPENDIX D: Section 3-Clause-HUD ASSISTED PROJECTS.

All amendments to the appendices shall be included by reference.

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

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

1. APPENDIX E:

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

2. APPENDIX F:

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments

under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Each contractor will comply with all provisions of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.
5. The contractor will furnish all information and reports required by Article III, Division 2, Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders this contract may be cancelled, terminated., or suspended in whole or in part and the contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.
7. The contractor will include Regulation 12 Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless, exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding upon each subcontractor or suppliers. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

C. Refer the case to the City Attorney for appropriate legal proceedings.

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

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

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

NOTICE

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

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

MICHAEL D. MUSGRAVE
Manager of Public Works
City and County of Denver

A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

The goals and timetables for minority¹ 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**

From January 1, 1982
to 21.7% - 23.5%
Until Further Notice

**GOALS FOR FEMALE PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 6.9%
Until Further Notice

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

and female recruitment and training organizations within the contractor's recruitment area.

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

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

3. **NON-DISCRIMINATION:**

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

4. **COMPLIANCE AND ENFORCEMENT:**

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

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

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

sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity Clause.

1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article 111, Division 2, Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article 111, Division 2, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Mayor's Office of Contract Compliance shall review the contractor's employment practices during the performance of the contract. If the Mayor's Office of Contract Compliance determines that the contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

B. Obligations Applicable to Contractors:

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

C. General Requirements

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a contractor subcontracts a portion of

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

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

EXHIBIT C

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

1. General Information

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

1.2 ROCIP Manuals

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

[DEN ROCIP III Insurance Manual](#)

[DEN ROCIP III Safety Manual](#)

[DEN ROCIP III Claims Guide](#)

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

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

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

2.3 Coverage and Limits

2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 Business Automobile Liability

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

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

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

2.3.2.3 The policy must not contain an exclusion related to operations on airport premises.

2.3.2.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

2.3.2.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

2.3.2.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

2.3.3 Workers' Compensation and Employer's Liability Insurance

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

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

2.3.4 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.5 Contractor's Pollution Legal Liability

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

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

2.3.5.2 Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Contractor's covered operations.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

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

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

2.3.6.1 Coverage shall include professional misconduct or lack of ordinary skill.

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

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

2.3.8 Excess/Umbrella Liability

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

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

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

2.6 Waiver of Subrogation

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

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

in coverage and provide an updated Certificate of Insurance to DEN.

2.8 Additional Provisions

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

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i)

Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

3.2 Enrollment Required

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Excluded Parties (as defined in Section 7). Participation is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and follow the instructions as provided in the DEN ROCIP Insurance Manual to enroll in the program. When the Contractor and subcontractors of any tier are properly enrolled, the DEN ROCIP Administrator will issue a Certificate of Insurance evidencing the coverages afforded to each Enrolled Party under the DEN ROCIP, prior to their commencing Work on the Project Site.

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

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

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

3.4 Insurance Premiums

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

3.5 Off Site Operations Coverage Under ROCIP

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

3.6 DEN ROCIP Insurance Manual

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

subcontractors of any tier to cooperate with the DEN ROCIP Administrator in providing all required information.

3.7 Conflicts

Descriptions of the DEN ROCIP coverages set forth in Section 3.8 are not intended to be complete or meant to alter or amend any provision of the DEN ROCIP insurance policies. The DEN ROCIP coverages, terms, conditions, and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages provided in the DEN ROCIP insurance policies and the coverages summarized or described in the DEN ROCIP Insurance Manual, this Exhibit or elsewhere in the Contract Documents, the DEN ROCIP insurance policies shall govern. In the event of a conflict between the provisions of this Exhibit and the DEN ROCIP Insurance Manual, that does not involve any conflict with the provisions of the DEN ROCIP insurance policies, the provisions of this Exhibit shall govern.

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

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

3.8.1.3 Excess Liability Insurance

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

below:

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

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

3.8.1.4 Contractor's Pollution Liability

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

3.8.1.5 Builder's Risk Insurance

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

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

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

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

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

3.8.2 Claim Chargeback

A claim charge-back will be assessed, regardless of fault, for the amount of any loss payable under this program with the exception of Workers' Compensation and Excess Liability, up to a maximum of \$25,000 each loss. Lead Contractor may elect to pass no more than \$5,000 of this charge, each loss, through to any responsible subcontractor.

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

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

and

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

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not

physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and annual aggregate.

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

3.9.4 Business Automobile Liability

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

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

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

3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.

3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.

3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

3.9.5 Workers' Compensation and Employer's Liability Insurance – Off Site Only

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract.

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

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

3.9.6 Professional Liability (Errors and Omissions) Insurance

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

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

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

Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000

each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

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

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.8 Excess/Umbrella Liability:

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

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

- 3.9.12.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 3.9.12.2 Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall

be sent ten (10) days prior.

- 3.9.12.3 If such written notice is unavailable from the insurer, and in any event, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by

- DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

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

4.2 Contractor Responsible to Review Coverage

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

4.3 Audit

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

4.4 Insurance Costs Removed

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

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

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

5.2 Timely Enrollment Required

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

5.3 Compliance with Conditions

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

5.7 Responsibility for Safety

Notwithstanding the DEN ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work including, without limitation, any safety

programs or procedures that are required by any applicable state or federal laws, rules or regulations, or under the terms of the DEN ROCIP Safety Manual.

5.8 Duty of Care

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

6. Notices and Costs

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

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

6.2 Contractors Responsible for Own Equipment

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

6.3 No Release; No Waiver of Immunity

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

6.4 DEN Right to Withhold Payments

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

reported to DEN and/or the DEN ROCIP Administrator at time of enrollment.

6.5 DEN Remedies

Without limitation upon any of DEN’s other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit, the DEN ROCIP Insurance Manual, or the DEN ROCIP Safety Manual shall be deemed a material breach of the Contract, thereby entitling DEN, at its option, upon notice to Contractor, to (1) suspend performance by Contractor and/or the offending subcontractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) terminate this Contract for cause.

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

6.9 DEN’s Right to Modify or Discontinue DEN ROCIP Coverages

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

7. Definitions

Certificate of Insurance:	A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage “Provided by Enrolled Parties”
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DEN:	City and County of Denver and Denver International Airport
Contract:	The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier.
Contractor Insurance Cost:	The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.
Rolling Owner Controlled Insurance Program (ROCIP):	A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
Eligible Employees:	Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.
Enrolled Parties:	The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
Excluded Parties:	<p>Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:</p> <ul style="list-style-type: none">• Any person or organization that fabricates or manufactures products, materials or supplies away from a Project Site with no direct onsite installation responsibility <p>Exception: The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for General Liability coverage only.</p> <ul style="list-style-type: none">• Hazardous materials remediation, removal, or transportation companies and their consultants• Architects, engineers, surveyors and their consultants• Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site• Contractors, subcontractors and subconsultants who do not work at a Project Site

- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
- Day labor employees (individuals working directly for the Contractor and not procured through a third party

Exception: The ROCIP Insurer typically will accept including employees working for a contractor, or employed by temporary staffing agencies or professional employer organizations, as long as those employer-entities are enrolled as subcontractors to supply supplemental workforce.

Insured: (liability policies)	DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
Insurers:	Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.
Net Bid:	Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
ROCIP Administrator:	The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.
ROCIP Insurance Manual:	A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.
ROCIP Safety Manual:	A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.
Off Site Work:	Work performed away from the Project Site.
Payroll:	For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
Policy Owner:	City and County of Denver and Denver International Airport
Project:	The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.

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

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

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

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

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

EXHIBIT D



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Technician II
DATE: August 31, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, August 28, 2020** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200020
Superseded General Decision No. CO20190020
Modification No. 3
Publication Date: 08/28/2020
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20200020 08/28/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020
3	08/28/2020

ASBE0028-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73

CARP0055-002 11/01/2019

Rates	Fringes
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CARPENTER (Drywall Hanging
Only).....\$ 29.95 10.99

* CARP1607-001 06/01/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 35.50	14.68

ELEC0068-012 06/01/2019

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

ELEV0025-001 01/01/2020

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

FOOTNOTE:

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

ENGI0009-017 05/01/2018

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

IRON0024-009 11/01/2019

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

IRON0024-010 11/01/2019

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

PAIN0079-006 08/01/2017

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

PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

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

PAIN0930-002 07/01/2019		
	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49

PLUM0003-009 06/01/2018		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

PLUM0208-008 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95

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

SHEE0009-004 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.62	17.95

SUCO2013-006 07/31/2015

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

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

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

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

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

VI. 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 locations during the business hours stated, Monday through Friday, excluding holidays:

Office of the Cashier
Wellington E. Webb Municipal Office Building, 2nd Floor
201 West Colfax Avenue
Denver, Colorado, USA 80202
7:30 a.m. to 4:30 p.m.

The General Conditions are also available on the City and County of Denver website at:

<https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources/general-contract-conditions.html>

SC-2 DRAWINGS AND SPECIFICATIONS TO BE FURNISHED BY THE CITY

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

Documents

IFB Volume 1 Drawings - Boilers dated October 16, 2020
IFB Volume 2 Drawings – Pumps dated October 16, 2020
IFB Volume 1 and 2 Specifications dated October 16, 2020
Project Schedule

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.

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.

The City will not supply any copies of the General Contract Conditions to the Contractor at City expense.

SC-3 REVISIONS TO G.C. 201

The second sentence of General Condition 201 is amended to read: "The unit responsible for this management and control is the Airport Infrastructure Management Office under the supervision of the Senior Vice President for Maintenance and Airport Infrastructure Management."

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

In accordance with General Condition 214, the City's line of authority for administration of this Contract is:

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

Executive Vice President – Chief Operating Officer (EVP-COO) who reports to the CEO. Airport Infrastructure Management office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Senior Vice President - Airport Infrastructure Management (SVP-AIM) who reports to the COO. Airport Infrastructure Management office, 10th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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

Project Manager, the City representative who has day to day administrative responsibility of this Contract. The project manager reports to the Director of Infrastructure and Quality Assurance. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract. The Project Manager for this Contract is: Rodney Castleman, Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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 ninety-five percent (95%) of the work may be subcontracted. If it is determined to be in the City's best interest, this percentage may be modified throughout the course of the project by the SVP-AIM.

SC-6 COOPERATION WITH OTHERS

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

Without limiting the foregoing, the following contracts administered by the City involve or may involve work overlapping or adjoining the Work under this Contract and may be prosecuted concurrently with the Work performed under this Contract. There may also be other adjoining or overlapping contracts which are not listed.

<u>Contract Number</u>	<u>Description</u>
(PRO99600)	Concourse Expansion Project - Concourse B Pump Room
201738901	Concourse A & C Pump Rooms

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

The Work to be performed under the Contract is described in the Technical Specifications and Contract Drawings. The Contractor shall complete the Work within 970 consecutive calendar days from Notice to Proceed.

The Work to be performed under the Contract may be divided into the Milestone Areas which are described in the Technical Specifications or Contract Drawings. The Contractor shall complete the work included within these areas within the number of days set forth by the Project Manager.

	<u>Milestone</u>	<u>Date of Completion (or, days from NTP)</u>
1.	Boilers 3A and 3B	August 31, 2022
2.	Boilers 4A and 4B	August 31, 2023

SC-8 LIQUIDATED DAMAGES

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Contractor shall be liable to the City for liquidated damages at the rate of Two Thousand Dollars (\$2,000.00) per day until substantial completion is achieved. Additionally, if the Contractor fails to substantially complete the Work described in a project Milestone within the time specified in SC-7 PROSECUTION AND COMPLETION OF THE WORK, the Contractor shall be liable to the City for liquidated damages at the following rates per day until such substantial completion is achieved. Failure to substantially complete the Work described in Milestone:

	<u>Milestone</u>	<u>Liquidated Damages (per day)</u>
1.	Boilers 3A and 3B	\$2,000.00
2.	Boilers 4A and 4B	\$2,000.00

Article IV of the Contract and General Condition 602 cover payment and withholding of liquidated damages.

SC-9 FACILITY 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 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 Bid** shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and for the duration of work activities where access to restricted areas is required and until the airport perimeter security boundaries are reestablished.

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

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

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

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

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

DEN Contact: Glenn Spies
(303) 342-4323

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

The DEN Security Guard Contractor may change between the bidding or Bid 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 the 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-10 CONSTRUCTION ACCESS

The work site(s) is(are) located at the Central Utility Plant, Terminal and AOB pump rooms. The Contractor shall have access to the work site via the Loading Dock and Gate 5. The Contractor is responsible for ensuring all of the Contractor's and Subcontractor's personnel have the ability to access and locate the areas of work where the scope is to be performed without additional escorting or supervision from DEN.

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 Total Contract Bid Amount or Contract Amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking. Information about parking facilities and charges is available from the Airport Parking Office. Refundable deposits are required for all parking passes.

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-11 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. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

SC-12 VENDORS AND SUPPLIERS

The Contractor shall provide the Project Manager's office with a list of its equipment/material vendors and suppliers. Vendors or suppliers shall access the construction work areas via the Contractor's access route, described in SC-10 above. All delivery vehicles are subject to search.

SC-13 COMMUNICATION DEVICES

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

SC-14 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-15 ATTORNEYS' FEES

Colorado Revised Statutes § 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 two hundred dollars (\$200.00) per hour of City Attorney time.

SC-16 INSURANCE REQUIREMENTS

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are set forth in Section II-14 and Attachment 4 of the Instructions to Bidders. 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 coverages 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, required 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 Contractor, his agents, representatives, employees or sub-contractors. Contractor shall assess its own risks as it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. 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 subcontractors' 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 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.

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-17 SUBCONTRACTOR RELEASES

The release form referred to in General Condition 907 is attached to this Contract. It is entitled "Denver International Airport Partial Release."

SC-18 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. The "Federal Requirements" section attached hereto is made a part of this Contract.

SC-19 ESTIMATED QUANTITIES OF UNIT PRICED ITEMS

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

SC-20 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 Order Directive" in all its occurrences in such G.C. with the phrase "Change Order Directive."

SC-21 LISTING OF ACCEPTABLE MANUFACTURERS

The Technical Specifications list "Acceptable Manufacturers" for certain products. Such listing identifies manufacturers of certain products which have been determined by a preliminary review to be able to meet the basic product and/or system technical requirements. The listing is not intended to provide a blanket endorsement or acceptance of the manufacturer's specified products or product line. All products from listed manufacturers must meet the detailed requirements of the Technical Specifications. Products that do not meet all detailed Technical Specifications are not acceptable and will be rejected, regardless of whether the manufacturer was listed as "acceptable." The Contractor is responsible for determining the acceptability of all products under the Technical Specifications prior to submission of products for approval.

SC-22 ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL

If any Work is performed in or adjacent to parking facilities at the Airport, the Contractor is responsible for compliance with this SC-22. "Accessible" parking spaces and access aisles as used in this SC-22 mean parking spaces and access aisles which are accessible for, and reserved for use by, persons with disabilities. These parking spaces and access aisles are designed and built to standards established by federal regulations implementing the Americans with Disabilities Act of 1990 ("ADA"), and are marked by signage. "Accessible routes of travel" as used herein means routes through parking facilities which comply with ADA accessibility standards, including degree of slope and absence of obstructions.

Accessible routes of travel and accessible parking spaces and access aisles must be kept free of obstructions and construction debris at all times. No accessible parking spaces or access aisles or accessible routes of travel shall be relocated, blocked or rendered unusable unless the contractor has obtained specific advance approval in writing for such actions from the airport's ADA Compliance Officer.

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

Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain

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

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

SC-23 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-24 PAYMENTS TO CONTRACTORS

The Contractor recognizes and agrees that applications for payment shall be submitted using the Textura® Payment Management System (PPM System), which will also be the payment mechanism to disburse payments to sub-contractors used on this Project. For more information, please refer to Division I, Technical Specifications.

Unless otherwise directed or authorized, in writing by DEN, all Applications for Payment and all supporting documents (including, but not limited to lien waivers, sworn statements etc.) for Contractor and its subcontractors, shall be in electronic format and shall be submitted to DEN using the Oracle - Textura Payment Management (TPM™) system. In addition, the Contractor must comply with the bank Automated Clearing House (ACH) setup, conducted by Oracle, so the Contractor may send payment to its subcontractors electronically via ACH.

All fees associated with the TPM System are to be paid by the Contractor prior to billings for any work performed (the Textura Fee). **The Textura fee shall be included as a line item in the Contractor's bid with no mark up.**

Fees paid by the Contractor with no mark up, and subsequently reimbursed by the City, will no longer be calculated as a percentage of a task/contract amount but will instead be a flat amount. The City will provide the Textura Fee amount to the Contractor, who will then pay this amount to Textura directly. The Textura Fee should be included on a Contractor's pay application to the City and the City will reimburse the Contractor as a pass-through expense for the Textura Fee with no mark-up.

The Contractor further agrees that, to the fullest possible within the TPM 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 TPM 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 TPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in 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 Services CA

CCD Denver Prevailing Wage

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

1. 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.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. 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 a completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND** the Contractor's Certification of Payment Form.

EXHIBIT F

City and County of Denver



D E N V E R
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.

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EXHIBIT G

Bond No. 30118428

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Gerald H. Phipps, Inc., dba GH Phipps Construction Company, a corporation organized under the laws of the State of Illinois, hereinafter referred to as the "Contractor" and Continental Casualty Company [Bonding company name], a corporation organized under the laws of the State of IL [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of Thirteen Million, Nine Hundred Seventeen Thousand, Two Hundred Ninety-Nine and 00/100 Dollars (\$13,917,299.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of 202055228, Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

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

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

[END OF PAGE]

Bond No. 30118428

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

Gerald H. Phipps, Inc. dba
GH Phipps Construction Company

CONTRACTOR

By: 
President KURT T. KLANDERUD

Continental Casualty Company

SURETY

By: 
Attorney-in-Fact Kristin L. Salazar

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

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kristin L. Salazar , Individually

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

- In Unlimited Amounts -

Surety Bond No.: 30118428
Principal: Gerald H. Phipps, Inc. dba GH Phipps Construction Company
Obligee: City and County of Denver International Airport

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

Bond No. 30118428

EXHIBIT H

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Gerald H. Phipps, Inc., dba GH Phipps Construction Company, a corporation organized under the laws of the State of Illinois, hereinafter referred to as the "Contractor" and Continental Casualty Company [Bonding company name], a corporation organized under the laws of the State of IL [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of Thirteen Million, Nine Hundred Seventeen Thousand, Two Hundred Ninety-Nine and 00/100 Dollars (\$13,917,299.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. 202055228, Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

[END OF PAGE]

Bond No. 30118428

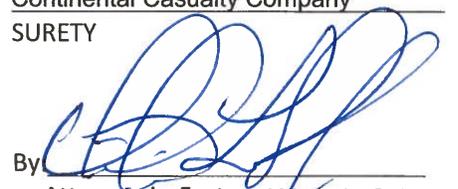
IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

Gerald H. Phipps, Inc. dba
GH Phipps Construction Company

CONTRACTOR

By: 
President Kurt T. KLANDERUD

Continental Casualty Company
SURETY

By: 
Attorney-in-Fact Kristin L. Salazar

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

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kristin L. Salazar , Individually

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

- In Unlimited Amounts -

Surety Bond No.: 30118428
Principal: Gerald H. Phipps, Inc. dba GH Phipps Construction Company
Obligee: City and County of Denver International Airport

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

EXHIBIT I

Technical Specifications

**Incorporated by Reference
As Found in File # 20210027 at the Denver
Office of the Clerk and Recorder**

EXHIBIT J

Contract Drawings

**Incorporated by Reference
As Found in File # 20210027 at the Denver
Office of the Clerk and Recorder**

EXHIBIT K



INVITATION FOR BIDS

**BOILERS 1, 3, 4, TERMINAL AND
AOB PUMP ROOMS REPLACEMENT
CONTRACT NO. 202055228**

OCTOBER 26, 2020

INVITATION FOR BID (IFB)

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

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

Invitation for Bid # **202055228**

BIDS MUST BE RECEIVED BY: December 8, 2020, by 2:00 PM Denver time via online submission

Schedule of Activities

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

Event	Date
IFB Advertisement	October 26, 2020
Pre-Bid Conference	November 5, 2020, 10:00 AM
Last Date to Submit Written Questions	November 19, 2020, 2:00 PM
Bid Opening	December 8, 2020, 2:00 PM

Pre-Bid Conference –Optional

An optional Pre-Bid Conference will be held virtually via a Microsoft Teams Meeting at 10:00 AM LOCAL TIME on November 5, 2020. Please click on the following link to access the meeting:

[Online Pre-Bid Via Teams](#)

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

IFB Questions

DEN will not answer any telephone inquiries about this IFB. Written questions are due by 2:00 PM LOCAL TIME on November 19, 2020, and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. All questions and answers will be posted on the BidNet website at the link below following the deadline for submittal of questions.

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

Bid Submittal Location

The Bid shall be prepared in accordance with the Instructions to Bidders as described in Section IV of this IFB. Bidders shall submit their Bid and all required forms via DEN's Rocky Mountain E-Purchasing System's (BidNet's) website:

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

Minority and Women-Owned Business Enterprise Participation

Article III, Division 3 of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) states the Director of the Division of Small Business Opportunity has the authority to establish a project goal for expenditure contracted by the City and County of Denver. The specific goal for this project is:

5% Minority and Women-Owned Business Enterprise (MWBE) Participation

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 D.R.M.C.

General Statement of Work

The project entails the removal of three boilers, which will be replaced with five new 20,000,000 British thermal unit (BTU) boilers as well as new pumps, variable frequency drives (VFDs), supporting electrical, structural, life safety, instrumentation and controls equipment. In addition, the Terminal and Airport Office Building (AOB) pump rooms will be replacing their three Hot Water (HW) and 3 Chilled Water (CW) pumps. They will be replaced with 4 HW and 4 CW pumps.

Prequalification

Each bidder must be prequalified in category **2A General Building – Unoccupied Buildings at or above the \$25,000,000.00** monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via email to pw.prequal@denvergov.org. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification.

BID SUBMITTAL REQUIREMENTS

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

- Bid Forms - all complete and signed
 - Bid Letter – filled out completely, acknowledging all addenda
 - Bid Data Forms
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Form W-9
 - Certificate of Good Standing
 - Bid Bond
 - Schedule: Provide a detailed schedule of how you propose to do the work within the milestones identified on the schedule provided as part of this bid package

- DSBO Forms
 - Commitment to MWBE Participation
 - Letter(s) of Intent
 - List of Proposed Subcontractors, Subconsultants, and/or Suppliers (1A)

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

- Financial Forms
 - Schedule of Prices and Quantities

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I. CITY, AIRPORT AND PROJECT OVERVIEW

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

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

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of minority, women-owned, and small business community separate from required certified goals; and (c) environmental sustainability.

In accordance with procedures described herein, you are hereby invited to submit a Bid for the subject project, which is described in the Technical Specifications and Drawings incorporated herein. The work under this Contract is anticipated to start on or about February 2021 and has a scheduled duration of 970 consecutive calendar days from Notice to Proceed. The Bid must be prepared and submitted in accordance with the requirements and procedures contained in this IFB document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Bidder is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Bidder. The City shall not be liable for any of the Bidder's expenses associated with its preparation of the Bid or DEN's consideration of it. The Bidder, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. ADMINISTRATIVE INFORMATION**II-1 Issuing Office**

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

II-2 Introduction and Acceptance of IFB Terms

The Bidder, by submitting its Bid, acknowledges that it understands and will agree to the Sample Contract and corresponding Exhibits and the Scope of Work, and that the Bidder shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Bidder on the Bid Letter, which is attached hereto and incorporated here in as Attachment 1, or an officer of the Bidder legally authorized to execute contractual obligations. A submission in response to this IFB acknowledges acceptance by the Bidder of all other terms and conditions as set forth herein. The Bidder shall identify clearly and thoroughly any variations between its Bid and this IFB. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this IFB.

II-3 Means of Communication

During the solicitation process for this IFB, all communication between the Contract Services Department and Bidders will be via postings on DEN's Rocky Mountain E-Purchasing System's (BidNet's) website:

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

The Contract Services Department will post notices, which include, but are not limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, addenda, and the announcement of the apparent successful bidder. It is the responsibility of each potential Bidder to monitor the BidNet website regularly in order to be aware of changes, communications and/or addenda to bids.

DEN will not be held responsible for misinformation received from private plan holders. Please use the DEN BidNet website to obtain solicitation information for the airport.

II-4 Interpretation of Bid Documents

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

II-5 Addenda

DEN reserves the right to revise the IFB documents at any time up to the time set for submission of the Bids. Any such revision(s) shall be described in an addendum to the IFB and shall be posted on the DEN BidNet Website at the following link:

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

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

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

II-6 DEN Website

It shall be conclusively presumed that the Bidder did, before submitting a Bid, read all addenda, posted decisions and other information items relevant to the IFB which appeared on the DEN BidNet Website to see if addenda have been issued or may also contact the DEN Contract Administrator, Tony Deconinck, by email at contract.procurement@flydenver.com.

Please visit the DEN BidNet Website at the following link which contains such services and information as:

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

- A. Advertisements for RFQs, RFPs and IFBs
- B. Status of RFQs, RFPs and IFBs
- C. Project addenda
- D. Incidental project information is available for viewing and printing, which includes:
 - a. Plan holder's list
 - b. Pre-Bid Conference attendance list
 - c. Questions and Answers

Incidental project information listed in item D., above, will only be available online at the DEN BidNet Website and will not be mailed.

II-7 Withdrawal of Bid

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

II-8 Rights of DEN

DEN reserves the right to cancel this IFB at any time, without penalty, and to reject any and all Bids; with or without cause. All Bids shall be considered by DEN as an invitation to negotiate a contract for the work. DEN also reserves the right to waive any informality or irregularity in any

Bid it receives and to be the sole judge of the merits of the Bid it receives. Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Contract Administrator may waive such informalities or allow any Bidder to correct them depending on which is in the best interest of DEN. Bidders will be notified of the allotted time to correct the minor informality by DEN's Contract Administrator. Failure to correct the minor informality by the Bidder may result in their Bid being deemed non-responsive.

II-9 **Minority and Women-Owned Business Enterprise (MWBE) Requirements**

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred to in these Bid Documents as the "MWBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Under the MWBE Ordinance, the Director of DSBO ("Director") has the authority to establish participation goals on contracts for construction, reconstruction, remodeling, professional and design work with the City and County of Denver. The participation goal is stated in the Notice of Invitation for Bids found herein. In order to comply with the bid requirements of the MWBE Ordinance, or any additional requirements, a bidder shall either meet the established participation goal or, in the alternative, demonstrate that the bidder has demonstrated sufficient good faith efforts to meet the goal in accordance with the MWBE Ordinance. A bidder's failure to comply with the MWBE Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the bid non-responsive and shall constitute cause for rejection. Failure by the contractor awarded the contract to comply with MWBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO. Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. Additional MWBE Guidance can be found here: <https://www.denvergov.org/dsbo>.

Meeting Established Goal

1. All MWBEs listed for participation toward meeting the goal must be properly certified by the City on or before the date bids are opened. The MWBE(s) must be certified in the NAICS code(s) that coincide with the scope of work the identified firm will be performing to count towards the participation goal. DSBO maintains an MWBE Directory ("Directory"), which is a current list of MWBEs certified by the City. A copy of the Directory is located at the DSBO web site at <https://www.denvergov.org/dsbo>. Bidders are encouraged to use the Directory to assist in identifying MWBEs for the work and supplies required for the Project. Bidders are reminded that changes may be made to the Directory at any time in accordance with the City's MWBE Ordinance. Procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. MWBE certification or listing in the Directory is not a representation or warranty by the City regarding the qualifications of any listed MWBE.

2. If a bidder is participating in a joint venture with a certified MWBE firm, bidders must submit the Joint Venture Agreement to the DSBO **at least ten (10) business days prior to the bid opening**. The Joint Venture must be approved prior to the bid opening by the DSBO. Approval by the DSBO includes determining the amount the Joint Venture will count towards the participation goal.
3. Each bidder shall submit Bid Form pages entitled Commitment to MWBE Participation, 1A- List of Proposed Subcontractors, Subconsultants, and/or Suppliers, and Letter(s) of Intent for all tiers with bid at the time of bid opening. DSBO will evaluate each bid to determine responsiveness of the bid with regard to MWBE Ordinance requirements. **An MWBE Prime Bidder must submit a Letter of Intent for itself for self-performed work.** The MWBE Letter of Intent evidences that the Bidder has or will enter into a contractual relationship with the MWBE or that the Bidder's subcontractor(s), subconsultant(s), and/or supplier(s) will do so. Bidders are urged to carefully review these Letters of Intent before submission to the City to ensure the documents are properly completed and executed by the appropriate parties. **Only the MWBEs identified and the precise levels of participation listed for each, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, participation submitted after bid opening will not be considered in determining responsiveness.**
 - a. In determining whether a bidder's committed level of participation meets the stated MWBE goal, DSBO shall base its calculation of applicable dollar amounts and percentages on the total base bid amount. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Participation goal at time of bid opening. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the MWBE goal percentage level submitted at time of bid opening, on the base bid, will also apply to the selected alternates and must be maintained through the remaining term of the contract on the total contract amount, including any alternate work. Therefore, bidders are urged to consider participation in preparing bids for designated alternates.
 - b. In utilizing the MWBE participation of a Supplier the following will count towards satisfaction of the goal:
 - i. If the materials or supplies are obtained from a MWBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies toward the participation goal.
 - ii. Only sixty percent (60%) of the value of the commercially useful function performed by MWBE Regular Dealers shall count toward satisfaction of the participation goal.
 - iii. Only the bona fide commissions earned by such Manufacturer Representatives or Brokers for its performance of a commercially useful function will count toward meeting the participation goals. The bidder

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.

- c. Any agreement between a bidder and an MWBE in which the bidder requires that the MWBE not provide subcontracting quotations to other bidders is prohibited and shall render a bidder's bid nonresponsive. D.R.M.C. Section 28-68(f).

Good Faith Effort

If the bidder has not fully met the participation goal as provided in D.R.M.C. Section 28-62, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder shall furnish to the Director, at time of bid opening by the City a detailed statement of its good faith efforts to meet the participation goal established by the Director. The statement of good faith efforts shall include a specific response to address each of the categories, as outlined in the MWBE Ordinance, D.R.M.C. Section 28-62, and any additional criteria that the Director may establish by rule or regulation consistent with the purposes of the MWBE Ordinance. A bidder may include any additional information it believes may be relevant. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with the MWBE Ordinance. The scope and adequacy of the efforts will be considered in determining whether the bidder has achieved a good faith effort. Failure of a bidder to show good faith efforts shall render its overall good faith effort showing insufficient and its bid nonresponsive.

II-10 **Certification of Independent Price and Work Determination**

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

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

Further, each person signing Attachment 1, Part 1 Bid Letter, for this Bid certified that:

- d. He/She is the person in the Bidder's organization responsible for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to subsection (a) through (c) above; or

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

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

II-11 Designation of Subcontractors

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

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

II-12 Payment

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

II-13 Disclosure of Legal and Administrative Proceedings and Financial Condition

A. The Bidder shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which the Bidder, its principals or key personnel were a party in the last five (5) years. The Bidder shall include in the statement:

1. The caption of the action naming all parties;
2. The case number, jurisdiction and the date the action was filed;
3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
4. The outcome or disposition of the action.

B. The Bidder shall submit (at time of submittal) a statement which shall disclose whether Bidder has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.

- C. The Bidder shall submit (at time of submittal) a statement as to whether the Bidder, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings at any local, state or Federal government level. Please include a description of any proceedings which prohibited or limited the Bidder from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

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

- D. The Bidder shall submit (at time of submittal) a statement as to whether the Bidder, its principals or key personnel have been convicted of any crime or entered into any civil or criminal settlement, undertaking, assurance or other agreement with a government entity by the Bidder, its principals or key personnel related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal or state antitrust statutes, bid rigging, collusion, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Bidder shall submit (at time of submittal) its Dun & Bradstreet identification number if applicable. If the Bidder is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Bidder is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations, the Bidder may be asked to submit the following:
1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Bidder does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audited overhead rates. This statement shall cover the Bidder's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Bidder's financial position, results of operations and changes in financial position.
 2. If the Bidder is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Bidder does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Bidder, a Certified Audited

Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.

3. If a Bidder is a small business as defined by the United States Small Business Administration, the Bidder may elect to submit copies of its Federal tax return for the prior two (2) years and prepare an Exhibit E, Submittal 2 in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the Bid.

II-14 **Insurance Requirements**

Bidder shall adhere to all insurance requirements stated in Attachment 4, which are attached hereto and incorporated herein by reference.

II-15 **Governmental Immunity**

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

II-16 **Security**

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

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

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

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

Each Participant shall designate an Authorized Signatory to ensure the Participant's compliance with the Airport Security Program and act as the point of contact between the Participant and

Airport Security. The Authorized Signatory shall be designated in writing to Airport Security by the Participant.

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

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

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

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

II-17 Airport Identification (ID) Badge Requirements

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

The individual must complete an application, on a form prepared and currently approved by Airport Security. Two (2) valid forms of identification must be presented with the application, one of which must be a government-issued photo identification. The second form of

identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

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

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

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

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

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

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

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

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

II-18 Background Checks

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

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

II-19 Vehicles in the Secured Area

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

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

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

II-20 Violations

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

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

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

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

II-21 **Diversity and Inclusivity in City Solicitations**

Each Bidder shall, as a condition of responsiveness to this solicitation, complete and return the “Diversity and Inclusiveness in City Solicitations Information Request Form” with their Bid.

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

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

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

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

II-22 **Wage Ordinances**

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

II-23 Taxes

1. **General:** Bidders shall refer to the General Conditions, G.C. 323 regarding taxes to which Bidder 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 at DEN are exempt from state, RTD and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City.
3. **Exemption Certificates – Sales and Use Tax:** Contractor and Contractor's subcontractors are responsible for applying to apply to the Colorado Department of Revenue (CDOR) for a certificate 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. Bidders shall not include in their Bid amounts the 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 Five Hundred Dollars (\$500.00) working in Denver during a calendar month is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

II-24 Conformed Technical Specifications and Contract Documents

If applicable, and when Technical Specifications are included and/or referenced herein, Bidder understands that the Technical Specifications and Contract Drawings included in this IFB have been conformed by the City. The conformed Technical Specifications and Contract Drawings were prepared by posting or otherwise incorporating the changes noted in any addendum(s) into the Technical Specifications and Contract Drawings to form a single set of construction documents.

II-25 Site Inspection and Investigations

Prior to submitting its Bid, the Bidder shall inspect the work site and its surroundings. A site visit may be scheduled immediately following the Pre-Bid Conference as indicated herein. Optional: Requests for additional site visits must be made at least ten (10) calendar days prior to the Bid due date, and any visit(s) must be requested via email to contract.procurement@flydenver.com. For purposes of a Contract, it shall be conclusively presumed that the Bidder has made a thorough inspection of the site and has waived the right to later claim extra payment or time extension(s) for conditions which would have been evident during an inspection or investigation.

Drawings and Specifications which define the Work to be done were prepared on the basis of interpretation by design professionals of information derived from investigations of the work site and site condition data provided by the City. Such information and data are subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgement

of the design professional. In view of this, the Bidder is invited to make additional investigations as the Bidder's judgement dictates the need for such investigations.

Because the Bid 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 Bidder at the time of Bid submission.

II-26 **Materials and Substitutions**

It is often convenient and practical to specify materials and equipment to be incorporated into the Work by a proprietary name or by the name of its manufacturer. When so specified and further qualified by the phrases "or equal" or "or equivalent," it shall be understood that such specification is not intended to limit the material and equipment selection process. Rather, the specification is intended to indicate a standard of quality and capability which will be accepted. However, all Bidders desiring to use materials other than the specified materials must obtain the written approval of the Project Manager.

Bidders requesting substitutions will submit a Request for 'or Equal' Approval Form contained herein. All requests for approval of equal or equivalent material shall contain adequate technical data to clearly demonstrate equivalency. Requests containing inadequate or incomplete information will not be reviewed.

Any such Request for 'or Equal' Approval Form must be submitted via email to contract.procurement@flydenver.com, must include in the email Subject line: "Request for Substitution" and the IFB name, and the email must be received no later than ten (10) calendar days before the posted deadline for IFB submittals. All approvals of equal or equivalent materials will be posted to the Contract Procurement website as addendum(s) to ensure full and complete disclosure to all potential Bidders. All requests for approval of equal or equivalent material shall contain adequate technical data in order to clearly demonstrate equivalency. Incomplete submittals will not be reviewed.

If the Bidder is awarded the Contract and elects to use an 'or equal' that has been added by addendum(s), the Bidder shall be deemed to have warranted that:

- (1) The use of the 'or equal' fulfills the specification requirements contained in this IFB.
- (2) The installation of the 'or equal' will not impact the spatial requirements for the Work or the scheduling of work performed by the City or other contractors.

Additionally, the Bidder agrees that it shall modify any building system(s) (i.e., HVAC, structural, electrical) impacted by the use of an 'or equal' at no cost to the City or any other contractors under contract with the City and shall make no claims for delay or disruption arising out of such 'or equal' modification.

II-27 Permit Fees

For the construction of this project, the awarded Contractor agrees to pay the permit fees described in General Condition 317 and in the Special Conditions and Technical Specifications.

II-28 Construction Scheduling

The Bidder should refer to the General Conditions, Special Conditions and Division 013210 of the Technical Specifications for scheduling requirements for this Contract.

II-29 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Bidder certifies, by submission of its Bid 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 Bid that it will include this clause without modification in all lower-tier transactions, solicitations, Bids, contracts and subcontracts. Where the Bidder or any lower-tier participant is unable to certify to this statement, it shall attach an explanation to its Bid.

II-30 Bid Guarantee, Bond

As a guarantee of good faith on the part of the Bidder, each IFB must be accompanied by a Bid guarantee consisting of either a certified or cashier's check made payable without condition to the order of the City and County of Denver or a Bid bond written by an approved corporation surety in favor of the City and County of Denver. If the Bidder's IFB submission is responsive and Bidder is awarded a Contract but fails to either (1) execute a Contract in the form prescribed, (2) furnish the Payment & Performance Bonds described in Title 15 of the General Conditions, (3) furnish the required evidence of insurance described in Title 16 of the General Conditions or in the Special Conditions, or (4) satisfy any other condition precedent to Contract execution within its power within five (5) working days after such notice is made by the City, said Bid guarantee shall be forfeited to the City as liquidated damages and not as a penalty. The Bid guarantee shall be in the amount of five percent (5%) of the Maximum Contract Liability Amount.

A Bid Guarantee form for execution by the Bidder is supplied with each set of contract documents. IF A BID GUARANTEE IS USED, IT MUST BE THE FORM OF BID GUARANTEE SUPPLIED WITH THE CONTRACT DOCUMENTS.

Once the awarded Bidder executes a Contract and delivers to the City satisfactory Performance & Payment Bonds and the required insurance documentation and, if applicable, City Council approval of the Contract, the Bid guarantees of non-awarded Bidders will be returned.

II-31 Payment & Performance Bonds

The awarded Contractor will be required to submit Payment & Performance Bonds which guarantees it will fulfill its contractual obligations under this project and guarantees it will pay its subcontractors, material suppliers and/or laborers for any work and materials provided. The amount of the Bonds will be 100% of the Maximum Contract Liability Amount. Should the awarded Contractor default on its obligations and fails to complete the project, a claims process

may be initiated. If Contractor is found to be in breach of the Contract, it must compensate the City up to the full amount of the Bonds.

II-32 **Project Controls Requirements**

Bidder will be required to use the designated Project Management Information System (PMIS) as set forth in the Technical Specifications. The PMIS is Airport Infrastructure Management's (AIM's) tool for project and information management, data analysis and document control. DEN will be responsible for providing the licensing and training for PMIS.

II-33 **Equal Employment Opportunity**

1. Article III, Division 2 of Chapter 28, D.R.M.C., 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 bidders, 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 C.F.R. Chapter 60-4.
2. After the Notice to Apparent Low Bidder has been issued, the Apparent Low Bidder shall submit the following to the Division of Small Business Opportunity:
 - (a) A statement that the bidder shall implement the affirmative action steps set forth in the Rules and Regulations and Bid Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, attached hereto, or the bidder'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 Division of Small Business Opportunity will approve the Notice to Proceed.
3. The bidder 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 Bid Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, as said rules and regulations may be amended or readopted from time to time by the Manager of Public Works or the Director of the Division of Small Business Opportunity.

END OF INSTRUCTIONS TO BIDDERS

III. PREPARATION OF BID**III-1 Preparation of Bid**

The Bid shall be submitted in accordance with and meet all requirements set forth in the Bid Forms, which are attached hereto. The Bidder shall fill in all blank spaces in the applicable Bid Forms and initial all interlineations, alterations or erasures in its Bid. The Bidder shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 1, Bid Forms" or make substitutions thereon. The Bidder's completed Bid Forms shall constitute its Bid. It shall be conclusively presumed that the Bidder did, before submitting a Bid, read all addenda, posted decisions and other information items relevant to the IFB that appeared on the DEN BidNet Website.

An authorized representative of the Bidder shall execute Attachment 1 of its Bid Forms – the "Bid Letter."

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

III-2 Completing and Signing Bid Forms

Each bidder shall submit the following, completed and executed in accordance with the Contract Documents:

- (1) the Bid Forms, including any additional forms required by any addendum;
- (2) the Bidder's Bid Bond or Bid Guarantee in conformance with II-30; and
- (3) the Diversity and Inclusivity in City solicitations form.

The bidder must complete the Bid Forms by legibly writing or printing in ink, words or figures, or both if required all the bidder's offered prices for performing the work. All blank spaces which require a response of the bidder must be properly filled in. In filling out the Bid Forms, the bidder should avoid making changes to the extent possible, but, if changes are necessary, any interlineation, white outs, or erasures should be initialed.

For any contracts containing unit prices, the bidder shall specify in the Bid 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 bidder must sign the Bid Forms and give the bidder's current business address and contact information as noted. If an individual, the signature must be of the individual offering the bid; 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 Bid contains evidence satisfactory to the CEO to prove that the other persons are authorized to bind the bidder.

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

IV. EVALUATION OF BIDS**IV-1 BASIS FOR SELECTING THE APPARENT LOW BIDDER**

The selection of the Apparent Low Bidder will be made on the basis of the lowest responsive bid by a qualified bidder whose bid complies with all of the requirements prescribed herein. The lowest bidder shall be determined by the Total Base Bid Amount. This selection shall be subject to the approval of such resulting contract in accordance with the Charter and ordinances of the City and County of Denver.

If add alternates are listed in the Bid Documents, the Apparent Low Bidder will be chosen based solely on the lowest responsive Total Base Bid Amount.

IV-2 Bid Rejection and/or Disqualification

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

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

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

IV-3 SUBMITTAL OF BIDS (FORMERLY BID OPENING)

There will be no live bid opening for this project. Bids shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website at:

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

Following electronic submittal of bid (including a scan of the bid bond), the original bid bond must be received by mail within seven (7) calendar days of bid opening date to be considered part of a responsive bid. Bid bonds shall be mailed to Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340, Attention: Tony Deconinck.

IV-4 UNACCEPTABLE BIDS

The City will not accept Bids from bidders 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 bidder, proposed subcontractor, interested party, or any person, firm, or corporation affiliated with any bidder, among other items, will be considered by the CEO in determining the responsibility and reliability of bidders. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to complete the proposed work.

IV-5 **ONLY ONE BID ACCEPTED**

The City will accept only one Bid for the same work from any one bidder. This includes Bids that may be submitted under different names by one firm or corporation. Evidence of collusion among bidders shall be grounds for exclusion of any bidder who is a participant in any such collusion.

IV-6 **CONSIDERATION OF BIDS**

After the Bids are received and read and any discrepancies have been reviewed, bids will be compared based on the Total Contract Bid Amount written on page B-1 of the Bid Letter.

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 bid discrepancies which the City corrects in accordance with the general rules described above shall be corrected with the understanding that the Apparent Low Bidder waives any claims against the City because of the bidder's mistakes in its bid.

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

IV-7 **INFORMAL AND UNBALANCED BIDS**

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

- (a) If the bid is on a form other than the Bid 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 bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous.
- (c) If the bidder fails to acknowledge in the bid receipt of any or all addenda current on the date of opening of bids.
- (d) If the bid 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 is an interlineation, white out, or erasure in the Bid Forms.
- (f) If the bid 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.

IV-8 **NOTICE TO APPARENT LOW BIDDER – EXECUTION OF CONTRACT**

The Apparent Low Bidder will be given written notice of such status on the form included in the Bid Documents within ninety (90) days from the date of opening of bids.

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

END OF INSTRUCTIONS TO BIDDERS

V. TECHNICAL PROVISIONS AND CONSTRUCTION DRAWINGS

The following documents are published separately; they are not in this document but are available by clicking on the URLs provided below:

XIII-1 TECHNICAL SPECIFICATIONS

Volumes 1 & 2 Technical Specifications:

http://business.flydenver.com/bizops/documents/201627662-02_BLR134_IFB_Update_V1_2_Specs.pdf

XIII-2 DRAWINGS

Volume 1 Drawings:

http://business.flydenver.com/bizops/documents/201627662-02_Vol1_Drawings_Boilers.pdf

Volume 2 Drawings:

http://business.flydenver.com/bizops/documents/201627662-02_Vol2_Drawings_AOB_TML_Pump_Rooms.pdf

XIII-3 SCHEDULE

Please see project schedule, attached. The DEN project schedule should be used as the basis for the bidder's required proposed schedule.

Phase II - Boilers 1, 3 & 4 and AOB & TML Pump Rooms

Days	2019				2020				2021				2022				2023				2024			
	Q1	Q2	Q3	Q4																				
714	■								◆															
741	■								■															
30									■															
180									■				■											
90									■				■											
84									■				■											
120									■				■											
15									◆				◆											
120									■				■											
15									◆				◆											
120													■				■							
15													◆				◆							
90													■				■							
90													■				■							
15													◆				◆							
150									■				■											
150									■				■											
15													◆				◆							
90																	■				■			

VI. 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 locations during the business hours stated, Monday through Friday, excluding holidays:

Office of the Cashier
Wellington E. Webb Municipal Office Building, 2nd Floor
201 West Colfax Avenue
Denver, Colorado, USA 80202
7:30 a.m. to 4:30 p.m.

The General Conditions are also available on the City and County of Denver website at:

<https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources/general-contract-conditions.html>

SC-2 DRAWINGS AND SPECIFICATIONS TO BE FURNISHED BY THE CITY

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

Documents

IFB Volume 1 Drawings - Boilers dated October 16, 2020
IFB Volume 2 Drawings – Pumps dated October 16, 2020
IFB Volume 1 and 2 Specifications dated October 16, 2020
Project Schedule

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.

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.

The City will not supply any copies of the General Contract Conditions to the Contractor at City expense.

SC-3 REVISIONS TO G.C. 201

The second sentence of General Condition 201 is amended to read: "The unit responsible for this management and control is the Airport Infrastructure Management Office under the supervision of the Senior Vice President for Maintenance and Airport Infrastructure Management."

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

In accordance with General Condition 214, the City's line of authority for administration of this Contract is:

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

Executive Vice President – Chief Operating Officer (EVP-COO) who reports to the CEO. Airport Infrastructure Management office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Senior Vice President - Airport Infrastructure Management (SVP-AIM) who reports to the COO. Airport Infrastructure Management office, 10th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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

Project Manager, the City representative who has day to day administrative responsibility of this Contract. The project manager reports to the Director of Infrastructure and Quality Assurance. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract. The Project Manager for this Contract is: Rodney Castleman, Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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 ninety-five percent (95%) of the work may be subcontracted. If it is determined to be in the City's best interest, this percentage may be modified throughout the course of the project by the SVP-AIM.

SC-6 COOPERATION WITH OTHERS

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

Without limiting the foregoing, the following contracts administered by the City involve or may involve work overlapping or adjoining the Work under this Contract and may be prosecuted concurrently with the Work performed under this Contract. There may also be other adjoining or overlapping contracts which are not listed.

<u>Contract Number</u>	<u>Description</u>
(PRO99600)	Concourse Expansion Project - Concourse B Pump Room
201738901	Concourse A & C Pump Rooms

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

The Work to be performed under the Contract is described in the Technical Specifications and Contract Drawings. The Contractor shall complete the Work within 970 consecutive calendar days from Notice to Proceed.

The Work to be performed under the Contract may be divided into the Milestone Areas which are described in the Technical Specifications or Contract Drawings. The Contractor shall complete the work included within these areas within the number of days set forth by the Project Manager.

	<u>Milestone</u>	<u>Date of Completion (or, days from NTP)</u>
1.	Boilers 3A and 3B	August 31, 2022
2.	Boilers 4A and 4B	August 31, 2023

SC-8 LIQUIDATED DAMAGES

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Contractor shall be liable to the City for liquidated damages at the rate of Two Thousand Dollars (\$2,000.00) per day until substantial completion is achieved. Additionally, if the Contractor fails to substantially complete the Work described in a project Milestone within the time specified in SC-7 PROSECUTION AND COMPLETION OF THE WORK, the Contractor shall be liable to the City for liquidated damages at the following rates per day until such substantial completion is achieved. Failure to substantially complete the Work described in Milestone:

	<u>Milestone</u>	<u>Liquidated Damages (per day)</u>
1.	Boilers 3A and 3B	\$2,000.00
2.	Boilers 4A and 4B	\$2,000.00

Article IV of the Contract and General Condition 602 cover payment and withholding of liquidated damages.

SC-9 FACILITY 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 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 Bid** shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and for the duration of work activities where access to restricted areas is required and until the airport perimeter security boundaries are reestablished.

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

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

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

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

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

DEN Contact: Glenn Spies
(303) 342-4323

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

The DEN Security Guard Contractor may change between the bidding or Bid 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 the 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-10 CONSTRUCTION ACCESS

The work site(s) is(are) located at the Central Utility Plant, Terminal and AOB pump rooms. The Contractor shall have access to the work site via the Loading Dock and Gate 5. The Contractor is responsible for ensuring all of the Contractor's and Subcontractor's personnel have the ability to access and locate the areas of work where the scope is to be performed without additional escorting or supervision from DEN.

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 Total Contract Bid Amount or Contract Amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking. Information about parking facilities and charges is available from the Airport Parking Office. Refundable deposits are required for all parking passes.

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-11 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. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

SC-12 VENDORS AND SUPPLIERS

The Contractor shall provide the Project Manager's office with a list of its equipment/material vendors and suppliers. Vendors or suppliers shall access the construction work areas via the Contractor's access route, described in SC-10 above. All delivery vehicles are subject to search.

SC-13 COMMUNICATION DEVICES

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

SC-14 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-15 ATTORNEYS' FEES

Colorado Revised Statutes § 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 two hundred dollars (\$200.00) per hour of City Attorney time.

SC-16 INSURANCE REQUIREMENTS

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are set forth in Section II-14 and Attachment 4 of the Instructions to Bidders. 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 coverages 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, required 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 Contractor, his agents, representatives, employees or sub-contractors. Contractor shall assess its own risks as it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. 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 subcontractors' 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 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.

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-17 SUBCONTRACTOR RELEASES

The release form referred to in General Condition 907 is attached to this Contract. It is entitled "Denver International Airport Partial Release."

SC-18 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. The "Federal Requirements" section attached hereto is made a part of this Contract.

SC-19 ESTIMATED QUANTITIES OF UNIT PRICED ITEMS

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

SC-20 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 Order Directive" in all its occurrences in such G.C. with the phrase "Change Order Directive."

SC-21 LISTING OF ACCEPTABLE MANUFACTURERS

The Technical Specifications list "Acceptable Manufacturers" for certain products. Such listing identifies manufacturers of certain products which have been determined by a preliminary review to be able to meet the basic product and/or system technical requirements. The listing is not intended to provide a blanket endorsement or acceptance of the manufacturer's specified products or product line. All products from listed manufacturers must meet the detailed requirements of the Technical Specifications. Products that do not meet all detailed Technical Specifications are not acceptable and will be rejected, regardless of whether the manufacturer was listed as "acceptable." The Contractor is responsible for determining the acceptability of all products under the Technical Specifications prior to submission of products for approval.

SC-22 ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL

If any Work is performed in or adjacent to parking facilities at the Airport, the Contractor is responsible for compliance with this SC-22. "Accessible" parking spaces and access aisles as used in this SC-22 mean parking spaces and access aisles which are accessible for, and reserved for use by, persons with disabilities. These parking spaces and access aisles are designed and built to standards established by federal regulations implementing the Americans with Disabilities Act of 1990 ("ADA"), and are marked by signage. "Accessible routes of travel" as used herein means routes through parking facilities which comply with ADA accessibility standards, including degree of slope and absence of obstructions.

Accessible routes of travel and accessible parking spaces and access aisles must be kept free of obstructions and construction debris at all times. No accessible parking spaces or access aisles or accessible routes of travel shall be relocated, blocked or rendered unusable unless the contractor has obtained specific advance approval in writing for such actions from the airport's ADA Compliance Officer.

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

Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain

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

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

SC-23 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-24 PAYMENTS TO CONTRACTORS

The Contractor recognizes and agrees that applications for payment shall be submitted using the Textura® Payment Management System (PPM System), which will also be the payment mechanism to disburse payments to sub-contractors used on this Project. For more information, please refer to Division I, Technical Specifications.

Unless otherwise directed or authorized, in writing by DEN, all Applications for Payment and all supporting documents (including, but not limited to lien waivers, sworn statements etc.) for Contractor and its subcontractors, shall be in electronic format and shall be submitted to DEN using the Oracle - Textura Payment Management (TPM™) system. In addition, the Contractor must comply with the bank Automated Clearing House (ACH) setup, conducted by Oracle, so the Contractor may send payment to its subcontractors electronically via ACH.

All fees associated with the TPM System are to be paid by the Contractor prior to billings for any work performed (the Textura Fee). **The Textura fee shall be included as a line item in the Contractor's bid with no mark up.**

Fees paid by the Contractor with no mark up, and subsequently reimbursed by the City, will no longer be calculated as a percentage of a task/contract amount but will instead be a flat amount. The City will provide the Textura Fee amount to the Contractor, who will then pay this amount to Textura directly. The Textura Fee should be included on a Contractor's pay application to the City and the City will reimburse the Contractor as a pass-through expense for the Textura Fee with no mark-up.

The Contractor further agrees that, to the fullest possible within the TPM 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 TPM 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 TPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in 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 Services CA

CCD Denver Prevailing Wage

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

1. 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.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. 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 a completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND** the Contractor's Certification of Payment Form.

VII. ATTACHMENT 1, BID FORMS
Attachment 1, Part 1 Bid Acknowledgement Letter

CONTRACT NAME: Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement
Contract No.: 202055228

Bid Letter

BIDDER _____

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 Bids first published on October 26, 2020, for Contract No. 202055228, Denver International Airport, Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement.

The project entails the removal of three boilers, which will be replaced with five new 20,000,000 British thermal unit (BTU) boilers as well as new pumps, variable frequency drives (VFDs), supporting electrical, structural, life safety, instrumentation and controls equipment. In addition, the three Hot Water (HW) and 3 Chilled Water (CW) pumps in the Terminal and Airport Office Building (AOB) pump rooms will be replaced with 4 HW and 4 CW pumps in each of the two rooms.

The undersigned Bidder declares that it has carefully examined the location of the proposed work and has carefully read and examined all of the Contract Documents which include, but are not limited to, the Contract Drawings, Technical Specifications, Construction Contract General Conditions, Special Conditions, Instruction to Bidders, and EEO provisions, and 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 which are provided herewith and by this reference made a part hereof for the prices shown in the bid forms and totaled below:

TOTAL BASE BID Amount: _____

_____ Dollars and _____ Cents

(\$ _____).

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

Addenda Nos.: _____

The undersigned agrees that this bid 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 bids are opened or until after a contract for the work described in these bid documents is fully executed by the City, whichever date is earlier.

The undersigned Bidder hereby agrees to appear at Denver International Airport, Business Management Services Office, Room 8810, Airport Office Building, at any time within ten (10) business days from the date of a written notice from the CEO to do so, mailed, emailed, or faxed to the business address of Bidder and at that time the Bidder shall: (1) deliver an executed Contract which conforms with this bid; (2) furnish the required performance and payment bonds in the sum of the Total Contract Bid Amount shown above, executed by a surety company acceptable to the CEO; and (3) furnish the required insurance documents.

Enclosed herewith is a bid guarantee, as defined in the Instructions to Bidders, in the amount of which bid guarantee the undersigned Bidder agrees is to be paid to and become the property of the City as liquidated damages should the bid be considered to be the best by the City and the undersigned Bidder notified that it is the apparent low bidder 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 ten (10) business days as stipulated above.

Attached and incorporated herein are the proposed Schedule of Prices and Quantities and Bid Data Forms. All of the forms must be completed. Bidder acknowledges that the City may incorporate, at its option, any or all of the data submitted by the Bidder into a contract arising out of this Bid.

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

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 Bid 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 bid 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 bidding in connection with this bid.

Dated this _____ day of _____, _____.

BUSINESS ADDRESS OF BIDDER: _____

City, State, Zip Code: _____

Telephone Number of Bidder: (____) _____

Fax Number of Bidder: (____) _____

Social Security or Employer Id. No. of Bidder: _____

Email Address: _____

SIGNATURE OF BIDDER:

PRINT NAME OF BIDDER:

Attest:

(Corporate Seal)

By: _____

Secretary

President

Attachment 1, Part 2 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

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

The undersigned affirms that _____(Bidder) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Bidder nor its key employees have been convicted of a bid/Bid-related crime, violation or felony in the last five (5) years or entered into any civil or criminal settlement, undertaking, assurance or other similar agreement with a government entity.

Signature _____ Title _____

Print Name _____

Date _____

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

Attachment 1, Part 3 Contract Information

1. Name of Bidder/Contractor: _____

2. Type of business entity: _____

NOTE: If bidder is a partnership or joint venture, give full names of all partners or joint venturers. Bid must be signed by all joint venturers. If bidder is a limited liability company, bid 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:___

Monetary Limit:_____

4. Address of Contractor: _____

Telephone:_____ Fax: _____

Email Address:_____

5. Established where and when: _____

6. Contractor's Banks: _____

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

Name: _____

Name: _____

Title: _____

Title: _____

Name: _____

Name: _____

Title: _____

Title: _____

8. Bidder's/Contractor's City and County of License No.:

Denver Contractor License if it has obtained _____

one: _____

Class: _____

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

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

10. Bidder's Surety: _____

11. Surety's State of Incorporation: _____

12. Address of Contractor in other areas (if different from No. 4): _____

13. Name and address of person to receive payments: _____

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

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

Attachment 1, Part 4 List of Proposed Non-M/WBE Subcontractors

Bidder Company Name: _____

IFB Name: _____

IFB No.: 202055228

Bidder shall list below the name, business address, work assignment and dollar value of each subcontractor that is **not** a DBE subcontractor that will perform work or labor or provide services to the Bidder relating to this Contract in an amount greater than one and one-half percent (1.5%) of the Bidder's total bid. Only one (1) subcontractor for each portion of the work shall be listed. Any proposed subcontractors to be utilized by the Bidder that are certified as a Small Business Enterprise (SBE) shall also be listed on the "List of Proposed Subcontractors" attached to this IFB.

If the Bidder does not identify a subcontractor to perform portions of the work which could be subcontracted on this form or the List of Proposed DBE Subcontractors, the Bidder, if it is awarded the Contract, agrees not to subcontract such portions that exceed one and one-half percent (1.5%) of the total bid amount until the Contractor has advised the Senior Vice President of AIM in writing of the reasons why the subcontractor was not listed in the Bid submission and complied with the requirements of General Condition 502.

If the Bidder is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed M/WBE Subcontractors, the Bidder agrees not to subcontract any of the work assignment identified for that subcontractor until the Bidder has advised the Senior Vice President of AIM in writing of the reasons why a different subcontractor is being used and has obtained approval.

Subcontractor Information	Work Assignment	Subcontract Dollar Value
Name: _____ Address: _____ Phone: _____		

Attachment 1, Part 4 List of Proposed Non-DBE Subcontractors

Name: _____ Address: _____ Phone: _____		

This page can be duplicated if additional sheets are required

Attachment 1, Part 5 Certification of Non-Segregated Facilities

The Bidder must certify 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 Bidder 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 Bidder 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 Bidder 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 Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the equal opportunity clause and that it will retain such certification in its files.

Dated: _____

Bidder Company Name: _____

By: _____

Title: _____

Attachment 1, Part 6 Equal Opportunity Report Statement

The Bidder shall review, complete, sign and submit with its Bid this Equal Opportunity Report Statement (Statement). A Bid may be considered unresponsive and may be rejected, in the City's sole discretion, if the Bidder fails to provide the fully executed Statement or fails to furnish required data. The Bidder 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 Bidder 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 C.F.R. 60-1.7(b)

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

1. The Bidder has ___ has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. 60-1.40 and 41 C.F.R. 60-2.
2. The Bidder has ___ has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Bidder has ___ has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder does ___ does not ___ employ fifty (50) or more employees.

Dated: _____

Bidder Company: _____

By: _____

Title: _____

Attachment 1, Part 7 Bid Bond

Bidder _____

DENVER INTERNATIONAL AIRPORT
Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement
Contract No. 202055228

Bid Bond

KNOW ALL MEN BY THESE PRESENTS

THAT _____, as Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to do business within the State of Colorado as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in the full and just sum of _____ Dollars and _____ Cents (\$ _____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its Bid, dated on _____, _____, for the construction of Contract No. 202055228, Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement, Denver International Airport, as set forth in detail in the contract documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said Bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said Bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract for such construction and furnish required Performance and Payment Bond if the Contract is offered him, that said sum be paid immediately to the Obligee as liquidated damages, and not as a Penalty, for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal shall, within the period specified therefor, on the prescribed form presented to him for signature, enter into a written Contract with the Obligee in accordance with his bid as accepted, and give Performance and Payment Bond with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said bid within the time specified, or upon the payment to the Obligee of the sum determined upon herein, as liquidated damages and not as a penalty, in the event the Principal fails to enter into said Contract and give such Performance and Payment Bond within the time specified, then this Obligation shall be null and void, otherwise to remain in full force and effect.

[END OF PAGE]

Signed, sealed and delivered this _____ day of _____, ____.

Attest:

PRINCIPAL

Secretary

[SEAL if bidder a corporation]

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(ATTACH POWER OF ATTORNEY)

Power of Attorney shall be certified as to the date
of bid.

Attachment 1, Part 8 Schedule of Prices and Quantities

SCHEDULE OF PRICES AND QUANTITIES

The Schedule of Prices and Quantities forms which apply to this contract are contained in the pages immediately following this page.

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

DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
 CONTRACT NO. 202055228

Base Scope - Schedule of Prices and Quantities

ITEM NO.	DESCRIPTION AND PRICE	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
GENERAL REQUIREMENTS					
01 50 50	Mobilization _____ dollars and _____ cents. (\$ _____) lump sum.	1	LS	_____	_____
01 66 10	Storage (offsite) _____ dollars and _____ cents. (\$ _____) per lump sum.	1	LS	_____	_____
01 31 00	Project Management and Coordination _____ dollars and _____ cents. (\$ _____) per lump sum.	1	LS	_____	_____
IFB	Textura Fee _____ dollars and _____ cents. (\$ _____) per lump sum.	1	LS	_____	_____
Remainder of Division 01	Remaining General Requirements _____ dollars and _____ cents. (\$ _____) per lump sum.	1	LS	_____	_____
Division Subtotal					\$ -
EXISTING CONDITIONS					
Division 2	Selective Demolition _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
CONCRETE					
Division 3	Cast-in-Place Concrete _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
MASONRY					
Division 4	Unit Masonry _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
METALS					
Division 5	Metals _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
THERMAL MOISTURE PROTECTION					
Division 7	Firestopping _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
OPENINGS					
Division 8	Openings _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
FINISHES					
Division 9	High Performance Coatings _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -

DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
 CONTRACT NO. 202055228

FIRE SUPPRESSION

Division 21	Fire Suppression	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) per Lump Sum.				
Division Subtotal				\$	-

PLUMBING

Division 22	Plumbing	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) per Lump Sum.				
Division Subtotal				\$	-

HVAC - Central Utility Plant (Boiler Room)

235233 - CUP	Hot Water - Tube Boilers	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) lump sum.				
232123 - CUP	Hydronic Pumps (6 Hot Water Pumps)	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) per lump sum.				
Remainder of Division 23 - CUP	Remaining HVAC Requirements	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) per lump sum.				
HVAC Division Subtotal				\$	-

HVAC - Terminal Pump Room

232123 - TML	Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps)	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) per lump sum.				
Remainder of Division 23 - TML	Remaining HVAC Requirements	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) per lump sum.				
TML HVAC Subtotal				\$	-

HVAC - Airport Office Building Pump Room

232123 - AOB	Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps)	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) per lump sum.				
Remainder of Division 23 - AOB	Remaining HVAC Requirements	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) per lump sum.				
TML HVAC Subtotal				\$	-

ELECTRICAL

262923	Variable-Frequency Motor Controllers	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) per lump sum.				
Remainder of Division 26	Remaining Electrical Requirements	1	LS	_____	
	_____ dollars				
	and _____ cents.				
	(\$ _____) per Lump Sum.				
Electrical Division Subtotal				\$	-

	Base Scope Total:	\$	-
--	--------------------------	-----------	----------

DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
 CONTRACT NO. 202055228

Equipment Selection:
 This section is to be used to identify Boiler and Burner selections. All equipment identified within this section shall be for information only. This section will not impact bid awards, but is a requirement to have a complete bid package.

FLEXIBLE WATER-TUBE BOILERS

Boiler
 Manufacturer _____
 Model Number _____
 Catalog Number _____

BURNERS

Burner
 Manufacturer _____
 Model Number _____
 Catalog Number _____

Inclusions and Exclusions:
 Provide a breakout of inclusions and exclusions by discipline. This section is a requirement to have a complete bid package. Complete each section. Respond with "NA" if you do not have any response for a specific section.

GENERAL REQUIREMENTS

01 50 50	Mobilization Include description of inclusions and exclusions pertinent to this section.
01 66 10	Storage (offsite) Include description of inclusions and exclusions pertinent to this section.
01 31 00	Project Management and Coordination Include description of inclusions and exclusions pertinent to this section.
IFB	Textura Fee Include description of inclusions and exclusions pertinent to this section.
Remainder of Division 01	Remaining General Requirements Include description of inclusions and exclusions pertinent to this section.

EXISTING CONDITIONS

Division 2	Selective Demolition Include description of inclusions and exclusions pertinent to this section.
-------------------	--

CONCRETE

Division 3	Cast-in-Place Concrete Include description of inclusions and exclusions pertinent to this section.
-------------------	--

MASONRY

Division 4	Unit Masonry Include description of inclusions and exclusions pertinent to this section.
-------------------	--

DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
 CONTRACT NO. 202055228

METALS

Division 5	Metals Include description of inclusions and exclusions pertinent to this section.
-------------------	--

THERMAL MOISTURE PROTECTION

Division 7	Firestopping Include description of inclusions and exclusions pertinent to this section.
-------------------	--

OPENINGS

Division 8	Openings Include description of inclusions and exclusions pertinent to this section.
-------------------	--

FINISHES

Division 9	High Performance Coatings Include description of inclusions and exclusions pertinent to this section.
-------------------	---

FIRE SUPPRESSION

Division 21	Fire Suppression Include description of inclusions and exclusions pertinent to this section.
--------------------	--

PLUMBING

Division 22	Plumbing Include description of inclusions and exclusions pertinent to this section.
--------------------	--

HVAC - Central Utility Plant (Boiler Room)

235233 - CUP	Hot Water-Tube Boilers Include description of inclusions and exclusions pertinent to this section.
232123 - CUP	Hydronic Pumps (6 Hot Water Pumps) Include description of inclusions and exclusions pertinent to this section.
Remainder of Division 23 - CUP	Remaining HVAC Requirements Include description of inclusions and exclusions pertinent to this section.

HVAC - Terminal Pump Room

232123 - TML	Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps) Include description of inclusions and exclusions pertinent to this section.
Remainder of Division 23 - TML	Remaining HVAC Requirements Include description of inclusions and exclusions pertinent to this section.

DENVER INTERNATIONAL AIRPORT
SCHEDULE OF PRICES AND QUANTITIES
Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
CONTRACT NO. 202055228

HVAC - Airport Office Building Pump Room

232123 - AOB	Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps) Include description of inclusions and exclusions pertinent to this section.
Remainder of Division 23 - AOB	Remaining HVAC Requirements Include description of inclusions and exclusions pertinent to this section.

ELECTRICAL

262923	Variable-Frequency Motor Controllers Include description of inclusions and exclusions pertinent to this section.
Remainder of Division 26	Remaining Electrical Requirements Include description of inclusions and exclusions pertinent to this section.

END

VIII. ATTACHMENT 2, M/WBE FORMS

DSBO FORMS

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

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



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1A - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS**

City & County of Denver Contract No.: _____

The undersigned proposes to utilize all listed firms. Any certified firm listed must be certified by the City and County of Denver and a **Letter of Intent (LOI)** submitted for each. If additional pages are required, please copy and attach the second page. This form must be updated and submitted to DSBO when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Signature:		Date:
Address:		
City:	State:	Zip:
Phone:	Email:	
Total Contract Value \$:	Self-Performing Contract Value \$:	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:	Contract Value \$:	
Anticipated Start Date:	Anticipated Completion Date:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:	Contract Value \$:	
Anticipated Start Date:	Anticipated Completion Date:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:	Contract Value \$:	
Anticipated Start Date:	Anticipated Completion Date:	



Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:		Contract Value \$:	
Anticipated Start Date:		Anticipated Completion Date:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:		Contract Value \$:	
Anticipated Start Date:		Anticipated Completion Date:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:		Contract Value \$:	
Anticipated Start Date:		Anticipated Completion Date:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:		Contract Value \$:	
Anticipated Start Date:		Anticipated Completion Date:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:		Contract Value \$:	
Anticipated Start Date:		Anticipated Completion Date:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:		Contract Value \$:	
Anticipated Start Date:		Anticipated Completion Date:	



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
LETTER OF INTENT (LOI)**

Contract No.:

Project Name:

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm):

Self-Performing:

 Yes No

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm:

 MWBE(v) SBE(v) EBE(v) DBE(v)

Firm's Representative:

Title:

Signature:

Date:

Address:

City:

State:

Zip:

Phone:

Email:

Scope of Work:

NAICS Code(s):

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

\$

%

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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

IX. ATTACHMENT 3, FORM W-9

FORM W-9

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

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

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-			-		

or

Employer identification number									

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.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

X. **ATTACHMENT 4, INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS

The insurance requirements relative to this contract are contained in the pages immediately following this page.

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

EXHIBIT C

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

1. General Information

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

1.2 ROCIP Manuals

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

[DEN ROCIP III Insurance Manual](#)

[DEN ROCIP III Safety Manual](#)

[DEN ROCIP III Claims Guide](#)

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

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

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

2.3 Coverage and Limits

2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 Business Automobile Liability

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

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

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

2.3.2.3 The policy must not contain an exclusion related to operations on airport premises.

2.3.2.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

2.3.2.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

2.3.2.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

2.3.3 Workers' Compensation and Employer's Liability Insurance

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

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

2.3.4 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.5 Contractor's Pollution Legal Liability

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

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

2.3.5.2 Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Contractor's covered operations.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

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

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

2.3.6.1 Coverage shall include professional misconduct or lack of ordinary skill.

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

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

2.3.8 Excess/Umbrella Liability

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

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

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

2.6 Waiver of Subrogation

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

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

in coverage and provide an updated Certificate of Insurance to DEN.

2.8 Additional Provisions

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

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i)

Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

3.2 Enrollment Required

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Excluded Parties (as defined in Section 7). Participation is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and follow the instructions as provided in the DEN ROCIP Insurance Manual to enroll in the program. When the Contractor and subcontractors of any tier are properly enrolled, the DEN ROCIP Administrator will issue a Certificate of Insurance evidencing the coverages afforded to each Enrolled Party under the DEN ROCIP, prior to their commencing Work on the Project Site.

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

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

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

3.4 Insurance Premiums

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

3.5 Off Site Operations Coverage Under ROCIP

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

3.6 DEN ROCIP Insurance Manual

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

subcontractors of any tier to cooperate with the DEN ROCIP Administrator in providing all required information.

3.7 Conflicts

Descriptions of the DEN ROCIP coverages set forth in Section 3.8 are not intended to be complete or meant to alter or amend any provision of the DEN ROCIP insurance policies. The DEN ROCIP coverages, terms, conditions, and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages provided in the DEN ROCIP insurance policies and the coverages summarized or described in the DEN ROCIP Insurance Manual, this Exhibit or elsewhere in the Contract Documents, the DEN ROCIP insurance policies shall govern. In the event of a conflict between the provisions of this Exhibit and the DEN ROCIP Insurance Manual, that does not involve any conflict with the provisions of the DEN ROCIP insurance policies, the provisions of this Exhibit shall govern.

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

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

3.8.1.3 Excess Liability Insurance

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

below:

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

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

3.8.1.4 Contractor's Pollution Liability

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

3.8.1.5 Builder's Risk Insurance

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

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

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

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

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

3.8.2 Claim Chargeback

A claim charge-back will be assessed, regardless of fault, for the amount of any loss payable under this program with the exception of Workers' Compensation and Excess Liability, up to a maximum of \$25,000 each loss. Lead Contractor may elect to pass no more than \$5,000 of this charge, each loss, through to any responsible subcontractor.

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

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

and

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

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not

physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and annual aggregate.

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

3.9.4 Business Automobile Liability

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

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

3.9.5 Workers' Compensation and Employer's Liability Insurance – Off Site Only

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract.

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

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

3.9.6 Professional Liability (Errors and Omissions) Insurance

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

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

- 3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber): Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000

each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

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

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.8 Excess/Umbrella Liability:

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

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

- 3.9.12.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 3.9.12.2 Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall

be sent ten (10) days prior.

- 3.9.12.3 If such written notice is unavailable from the insurer, and in any event, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by

- DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

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

4.2 Contractor Responsible to Review Coverage

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

4.3 Audit

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

4.4 Insurance Costs Removed

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

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

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

5.2 Timely Enrollment Required

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

5.3 Compliance with Conditions

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

5.7 Responsibility for Safety

Notwithstanding the DEN ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work including, without limitation, any safety

programs or procedures that are required by any applicable state or federal laws, rules or regulations, or under the terms of the DEN ROCIP Safety Manual.

5.8 Duty of Care

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

6. Notices and Costs

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

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

6.2 Contractors Responsible for Own Equipment

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

6.3 No Release; No Waiver of Immunity

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

6.4 DEN Right to Withhold Payments

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

reported to DEN and/or the DEN ROCIP Administrator at time of enrollment.

6.5 DEN Remedies

Without limitation upon any of DEN’s other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit, the DEN ROCIP Insurance Manual, or the DEN ROCIP Safety Manual shall be deemed a material breach of the Contract, thereby entitling DEN, at its option, upon notice to Contractor, to (1) suspend performance by Contractor and/or the offending subcontractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) terminate this Contract for cause.

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

6.9 DEN’s Right to Modify or Discontinue DEN ROCIP Coverages

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

7. Definitions

Certificate of Insurance:	A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage “Provided by Enrolled Parties”
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- DEN: City and County of Denver and Denver International Airport
- Contract: The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier.
- Contractor Insurance Cost: The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.
- Rolling Owner Controlled Insurance Program (ROCIP): A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
- Eligible Employees: Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.
- Enrolled Parties: The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
- Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:
- Any person or organization that fabricates or manufactures products, materials or supplies away from a Project Site with no direct onsite installation responsibility
- Exception: The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for General Liability coverage only.
- Hazardous materials remediation, removal, or transportation companies and their consultants
 - Architects, engineers, surveyors and their consultants
 - Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site
 - Contractors, subcontractors and subconsultants who do not work at a Project Site

- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
- Day labor employees (individuals working directly for the Contractor and not procured through a third party

Exception: The ROCIP Insurer typically will accept including employees working for a contractor, or employed by temporary staffing agencies or professional employer organizations, as long as those employer-entities are enrolled as subcontractors to supply supplemental workforce.

Insured: (liability policies)	DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
Insurers:	Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.
Net Bid:	Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
ROCIP Administrator:	The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.
ROCIP Insurance Manual:	A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.
ROCIP Safety Manual:	A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.
Off Site Work:	Work performed away from the Project Site.
Payroll:	For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
Policy Owner:	City and County of Denver and Denver International Airport
Project:	The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.

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

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

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

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

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

XI. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/Bid, Bidders must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **print the completed form and include the hard copy as part of Bidder's bid/Bid documents. A Bid or response to a solicitation by a Bidder that does not include this completed form shall be deemed non-responsive.**

Click on the following link to access the on-line form:

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

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Bidders to describe their own diversity and inclusiveness practices. Bidders are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Bidder's current practices, if any. Diversity and Inclusiveness information provided by City Bidders 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 Bidders will be in such reports.

Insert the completed hard copy of the Diversity and Inclusiveness in City Solicitations Form immediately following this page.

XII. ATTACHMENT 6, SAMPLE CONTRACT**SAMPLE CONTRACT**

The Sample Contract is contained in the pages immediately following this page.

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

SAMPLE AGREEMENT***Notice to Bidders:******City Required Contract Provisions***

The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is not subject to modification. Accordingly, bidders should carefully review this Sample Agreement provided with the Invitation for Bid, including these required provisions, in preparation of their Bids.

- 1. Indemnification**
- 2. Basic insurance requirements**
- 3. Limitation of liability (available in narrowly applicable circumstances)**
- 4. Federal requirements**
 - a. Standard Federal Aviation Administration grant assurances (Appendix 1 to the Sample Agreement)**
 - b. Federal Aviation Administration document retention and review requirements**
- 5. Airport security requirements**
- 6. City code and charter; state statutes**
 - a. Prompt pay**
 - b. Prevailing wage**
 - c. Immigration provisions (Not applicable for contracts for Information Technology services or IT products and services – See, C.R.S. 8-17.5-101(6)(b)(V))**
 - d. Colorado open records act**
 - e. DSBO (if applicable to subject matter of contract)**
 - f. City nondiscrimination language**
 - g. Dispute resolution**
- 7. Denver Executive Orders (“XOs”)**
 - a. Environmental**
 - b. Drugs alcohol tobacco**
 - c. Nondiscrimination in contracts**
- 8. Airport System General Bond Ordinance (1984, as amended).**
- 9. Choice of law (Colorado)**
- 10. Jurisdiction and venue (Colorado)**

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (“**Contract**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **VENDOR NAME**, a **Jurisdiction from the SOS website** corporation and authorized to do business in the State of Colorado (“**Choose an item.**”) (collectively the “**Parties**”).

WITNESSETH

WHEREAS, the City, for at least thirty-five (35) 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. **202055228-00**, **Project Title** at Denver International Airport (“**DEN**”); and

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

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

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

ARTICLE I. CONTRACT DOCUMENTS

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

- Contract
- Request for Proposals
- Notice to Proceed
- Form of Final Receipt
- Building Information Modeling (“**BIM**”) if applicable
- Change Directives
- Change Orders
- Exhibit A Federal Appendices
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules
- Exhibit E Special Conditions
- Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of

Contents attached as Exhibit F)

- Exhibit G Performance Bond
- Exhibit H Payment Bond
- Exhibit I Technical Specifications
- Exhibit J Contract Drawings
- Exhibit K Request for Proposals & Contractor's Response to Request for Proposal and Forms

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

1. Exhibit A Federal Appendices
2. Contract
3. Exhibit K Request for Proposals & Contractor's Response to Request for Proposal and Forms
4. Change Directives
5. Change Orders
6. Exhibit B Equal Employment Opportunity Provisions
7. Exhibit E Special Conditions
8. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the "Yellow Book") ("General Conditions") (Table of Contents attached as Exhibit F)
9. Exhibit C Insurance Requirements
10. Exhibit D Prevailing Wage Schedules
11. Exhibit I Technical Specifications
12. Exhibit J Contract Drawings
13. Exhibit G Performance Bond
14. Exhibit H Payment Bond
15. Notice to Proceed
16. Form of Final Receipt
17. Building Information Modeling ("BIM") if applicable

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

ARTICLE II. SCOPE OF WORK

Contractor shall furnish all labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Contract Documents (the "Work").

ARTICLE III. TERM OF CONTRACT

The Senior Vice President of Aviation – Airport Infrastructure Management (the "SVP-AIM") will issue a written notice to proceed to Contractor (the "Notice to Proceed"), and Contractor shall begin performing the Work required under this Contract within ten (10) days of

such Notice to Proceed (the “**Commencement Date**”). Contractor shall fully complete the Work in its entirety within one thousand one hundred fifty-five (155) consecutive calendar days from the date of the Notice to Proceed (“**Contract Time**”). Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

ARTICLE IV. TERMS OF PAYMENT

The City agrees to pay Contractor for the performance and completion of all of the Work as required by the Scope of Work and the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount of **Contract Amount Dollars and Amount Cents** (**Click here to enter text.**) (the “**Maximum Contract Amount**”). In no event will the City’s liability exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified above.

ARTICLE V. VERIFIED STATEMENT OF CLAIMS

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

ARTICLE VI. DISPUTES

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

ARTICLE VII. DEFENSE AND INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE IX. LIQUIDATED DAMAGES

If Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to substantially complete the Work described in the Scope of Work within the time set forth in the Special Conditions, the City will suffer substantial damages, which damages would be difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work within the Contract Time or to substantially complete the work described in Milestone Areas within the time set forth in the Special Conditions shall be [Click here to enter text.](#) per [Click here to enter text.](#) If Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

ARTICLE X. INSURANCE REQUIREMENTS

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

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

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

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

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

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

ARTICLE XI. CONTRACT BINDING

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

ARTICLE XII. SEVERABILITY

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

ARTICLE XIII. ASSIGNMENT

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

ARTICLE XIV. APPROPRIATIONS

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

ARTICLE XV. APPROVALS

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

ARTICLE XVI. JOINT VENTURE

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

ARTICLE XVII. NO DISCRIMINATION IN EMPLOYMENT

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

ARTICLE XVIII. COORDINATION OF SERVICES

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

ARTICLE XIX. COMPLIANCE WITH ALL LAWS AND REGULATIONS

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

ARTICLE XX. PROMPT PAYMENT

A. The City will make monthly progress payments to the Contractor for all services performed under this Contract based upon the Contractor's monthly invoices. Such invoices shall be in a

form acceptable to the City and shall include detail of the time worked by the Contractor's own personnel, billings from subcontractors, and all other information necessary to assess the Contractor's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Contract.

B. Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by the Contractor. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

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

ARTICLE XXI. OWNERSHIP AND DELIVERABLES.

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

ARTICLE XXII. COLORADO OPEN RECORDS ACT

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

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Article V.

ARTICLE XXIII. EXAMINATION OF RECORDS AND AUDITS

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

B. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

ARTICLE XXIV. PREVAILING WAGE REQUIREMENTS

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

Date bid or proposal issuance was advertised [Click here to enter text.](#)

If contract opportunity was not advertised, date of written encumbrance [Click here to enter text.](#)

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

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

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

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

F. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance,

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

ARTICLE XXV. MINIMUM WAGE REQUIREMENTS

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

ARTICLE XXVI. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

A. This Contract is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”) and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Contract by the Division of Small Business Opportunity (“**DSBO**”) is 5 %.

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

1. If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62, D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
2. If change orders or any other contract modifications are issued under the Contract, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
3. If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Contract, whether by amendment,

change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes.

4. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in §§ 28-60, 28-70, and 28-73 D.R.M.C. with respect to the modified dollar value or work under the contract.
5. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
6. Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

ARTICLE XXVII. SENSITIVE SECURITY INFORMATION

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

ARTICLE XXVIII. DEN SECURITY

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

B. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.R.F. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne

by Contractor. The fee/fine will be deducted from the invoice at time of billing.

ARTICLE XXIX. FEDERAL RIGHTS

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

1. General Civil Rights: Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds Contractor and 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.
2. Federal Fair Labor Standards Act: This Contract incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (“**FLSA**”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Contract. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
3. Occupational Safety and Health Act: This Contract incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
4. Contractor covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Contractor covenants it will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request City to enter into any litigation to protect the interests of City. In addition, Contractor may request the United States to enter into the litigation to protect the

interests of the United States.

ARTICLE XXX. CITY EXECUTION OF CONTRACT

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

ARTICLE XXXI. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

[END OF PAGE]

EXHIBIT A

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

During the performance 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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “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 (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) 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) 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.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “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 (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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). The employer 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Bidder name], a corporation organized under the laws of the State of _____ [Bidder state], hereinafter referred to as the "Contractor" and _____ [Bond issuer], a corporation organized under the laws of the State of _____ [Bond company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____ [Bid amount text] Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of 202055228, Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

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

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

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____
day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

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

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bonding company name], a corporation organized under the laws of the State of _____ [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____ [Proposal amount text] Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. _____ Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____
day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

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

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

XIII. ATTACHMENT 7, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

Please submit a Certificate of Good Standing
from the Office of the Secretary of the State of Colorado
for the proposing entity.

XIV. ATTACHMENT 8, TEXTURA FEES**TEXTURA**

Below is the Textura fee schedule for this project

Contract Low	Contract High	Textura Fee
\$0.00	\$50,000.00	\$195.00
\$50,001.00	\$100,000.00	\$325.00
\$100,001.00	\$250,000.00	\$780.00
\$250,001.00	\$500,000.00	\$1,625.00
\$500,001.00	\$1,000,000.00	\$3,250.00
\$1,000,001.00	\$3,000,000.00	\$5,850.00
\$3,000,001.00	\$5,000,000.00	\$9,100.00
\$5,000,001.00	\$10,000,000.00	\$12,220.00
\$10,000,001.00	\$20,000,000.00	\$20,345.00
\$20,000,001.00	\$50,000,000.00	\$32,500.00
\$50,000,001.00	\$100,000,000.00	\$48,750.00
\$100,000,001.00	\$200,000,000.00	\$69,095.00
\$200,000,001.00	\$300,000,000.00	\$85,345.00
\$300,000,001.00	\$400,000,000.00	\$109,720.00
\$400,000,001.00	\$500,000,000.00	\$142,220.00
\$500,000,001.00	\$1,000,000,000.00	\$162,500.00
\$1,000,000,001.00	\$2,000,000,000.00	\$345,345.00
\$2,000,000,001.00	\$5,000,000,000.00	\$650,000.00
\$5,000,000,001.00	\$10,000,000,000.00	\$1,015,625.00
\$10,000,000,001.00	\$1,000,000,000,000.00	\$1,503,125.00

There are new taxes for the Textura fee in place starting January of this year. The tax calculation depends on the billing address in the county and district of the general contractor. For example, a contractor with a billing address in Louisville, CO will have the following taxes applied:

- Colorado State tax – 2.90 %
- Boulder county tax – 1.00 %
- Louisville tax – 3.65 %
- District Tax – 1.10%

For a total tax applied to the Textura fee of 8.65%.

XV. PREVAILING WAGES

PREVAILING WAGES

Prevailing Wage information is contained in the pages immediately following this page.

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



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Technician II
DATE: August 31, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, August 28, 2020** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200020
Superseded General Decision No. CO20190020
Modification No. 3
Publication Date: 08/28/2020
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20200020 08/28/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020
3	08/28/2020

ASBE0028-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73

CARP0055-002 11/01/2019

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

CARPENTER (Drywall Hanging
Only).....\$ 29.95 10.99

* CARP1607-001 06/01/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 35.50	14.68

ELEC0068-012 06/01/2019

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

ELEV0025-001 01/01/2020

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

FOOTNOTE:

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

ENGI0009-017 05/01/2018

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

IRON0024-009 11/01/2019

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

IRON0024-010 11/01/2019

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

PAIN0079-006 08/01/2017

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

PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

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

PAIN0930-002 07/01/2019		
	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49

PLUM0003-009 06/01/2018		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

PLUM0208-008 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95

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

SHEE0009-004 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.62	17.95

SUCO2013-006 07/31/2015

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

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

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

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

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



DENVER INTERNATIONAL AIRPORT PARTIAL LIEN RELEASE – CONSTRUCTION

Project: _____ Date: _____

City Contract No. _____ Current Subcontract
Amount: \$ _____

FROM: (1) Last Progress Payment for billing
Subcontractor _____ period ending _____ 20____

Address: _____ \$ _____

City/State: _____ (2) Progress invoiced for previous billing
period (if unpaid) _____ 20____

Telephone: _____ \$ _____

TO: (3) Progress invoiced for current billing
Contractor _____ period ending _____ 20____

Address: _____ \$ _____

City/State: _____ (4) **Total Paid to Date:**
\$ _____

() MBE/WBE () SBE () DBE () Non

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the Work Effort) have been duly paid in full to date.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full to date.

The Undersigned 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 Undersigned 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.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

Subcontractor: _____

Certified by: _____

Title: _____

Date: _____



DENVER INTERNATIONAL AIRPORT FINAL LIEN RELEASE – CONSTRUCTION (Subcontractor)

Project: _____

Date: _____

City Contract No. _____

Subcontractor Contract No. _____

Dated: _____, 20__

FROM:

Subcontractor: _____

(1) Last Progress Payment for billing
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 hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full.

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.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

Subcontractor: _____

Certified by: _____

Title: _____

Date: _____

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

/s/ _____
Attorney for the City and
County of Denver

/s/ _____
Manager of Public Works

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

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

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I
DEFINITIONS

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

RULE I
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

REGULATION NO. 3. DIRECTOR OF CONTRACT COMPLIANCE: The Director of the Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office

of Contract Compliance or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Mayor's Office of Contract Compliance; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Mayor's Office of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

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

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

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

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

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

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

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

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

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

4. APPENDIX D: Section 3-Clause-HUD ASSISTED PROJECTS.

All amendments to the appendices shall be included by reference.

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

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

1. APPENDIX E:

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

2. APPENDIX F:

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments

under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Each contractor will comply with all provisions of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.
5. The contractor will furnish all information and reports required by Article III, Division 2, Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders this contract may be cancelled, terminated., or suspended in whole or in part and the contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.
7. The contractor will include Regulation 12 Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless, exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding upon each subcontractor or suppliers. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

C. Refer the case to the City Attorney for appropriate legal proceedings.

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

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

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

NOTICE

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

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

MICHAEL D. MUSGRAVE
Manager of Public Works
City and County of Denver

A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

The goals and timetables for minority¹ 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**

From January 1, 1982
to 21.7% - 23.5%
Until Further Notice

**GOALS FOR FEMALE PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 6.9%
Until Further Notice

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

and female recruitment and training organizations within the contractor's recruitment area.

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

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

3. **NON-DISCRIMINATION:**

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

4. **COMPLIANCE AND ENFORCEMENT:**

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

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

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

sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity Clause.

1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article 111, Division 2, Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article 111, Division 2, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Mayor's Office of Contract Compliance shall review the contractor's employment practices during the performance of the contract. If the Mayor's Office of Contract Compliance determines that the contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

B. Obligations Applicable to Contractors:

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

C. General Requirements

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a contractor subcontracts a portion of

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

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

Appendix No. 1

Standard Federal Assurances and Nondiscrimination

APPENDIX 1(A)

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include General Contractor, and 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 C.F.R. 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)

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION
OF FACILITIES

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

As used below, the term "Contractor" will mean and include Contractor and 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 2

DISADVANTAGED BUSINESS ENTERPRISES- REQUIRED STATEMENTS

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

Contract Assurance (§ 26.13) – The Contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted Contracts.

Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) – The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from Contractor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the sponsor. This clause applies to both BE and non-DBE subcontractors.



November 5, 2020

Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement

CONTRACT NO. 20205528

ADDENDUM NUMBER ONE

(there was no official document for Addendum 1, it was just responding to Q&As asking for a correct link to the pre-bid meeting and was resolved within BidNet)



November 18, 2020

Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement

CONTRACT NO. 20205528

ADDENDUM NUMBER TWO

This Addendum Number One supersedes and/or supplements all portions of the Invitation for Bid documents with which it conflicts. **Proposers must acknowledge receipt of this addendum on Page 36 of the Bid Forms.**

Tony Deconinck

Tony Deconinck
Contract Administrator



DENVER INTERNATIONAL AIRPORT

**BOILERS 1, 3, 4, TERMINAL AND AOB PUMP ROOMS REPLACEMENT
CONTRACT NO. 20205228**

ADDENDUM NUMBER TWO

Scope of this Addendum

Addendum Number Two includes modifications to the following Invitation for Bids documents issued October 26, 2020. These modifications are deemed necessary by the City and County of Denver.

QUESTIONS AND ANSWERS

The following questions have been responded to. Please see attached.

The total number of pages (including cover sheet) contained in this Addendum Number Two is four (4).

* * * * *

End of Addendum Number Two

Questions & Answers - 2

Project 202055228 - Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	<p>Question: Asbestos testing report Can you please post the asbestos testing report/s?</p> <p>Answer: No asbestos study has been done; however, one will be done before this project starts.</p>	10/26/2020
Q2	<p>Question: Materials Testing Please clarify who is responsible for carrying the costs for materials testing and inspections, the General Contractor or DEN.</p> <p>Answer: It's DEN's responsibility.</p>	10/31/2020
Q3	<p>Question: Materials Testing Please clarify who is responsible for carrying the costs for materials testing and inspections, the General Contractor or DEN.</p> <p>Answer: See response to Question 2.</p>	10/31/2020
Q4	<p>Question: Safety Manager Please clarify whether a full-time safety professional will be required on the project to comply with the requirements of the ROCIP manual.</p> <p>Answer: Yes a full time safety professional who meets the requirements stated in section 4.3 of the ROCIP manual and who has been accepted by the DEN PMT and ROCIP safety team will be required. Previous variances on other ROCIP projects do not transfer and any variance request will need to be submitted on project specific basis.</p>	10/31/2020
Q5	<p>Question: AISC Certifications Please clarify whether the steel fabricator and steel erector need to carry AISC certifications.</p> <p>Answer: No, Although AISC certification may imply a higher level of quality to be maintained by the fabricator the DOR does not see the certification itself being a requirement for this particular project given that the structural steel items to be fabricated are relatively simple.</p>	10/31/2020
Q8	<p>Question: Pre-Bid Conference The original and addendum link did not work for the pre-bid conference. Is the conference being rescheduled?</p> <p>Answer: This was discovered shortly after the meeting had started. Two questions received on this were responded to publicly with the correct link, and multiple emails received directly were also responded to with the correct link. The pre-bid was then conducted with a delayed start but was completed. Those were released immediately as Addendum 1. The powerpoint for the meeting and the list of the attendees have been uploaded to the Communications tab.</p>	11/05/2020

No	Question/Answer	Question Date
Q9	<p>Question: Seismic Design Specification 220529 indicates Delegated Design requirements for all Pipe Hangers and Equipment supports including seismic calculations. Please provide seismic design category per IBC and ASCE.</p> <p>Answer: Siesmic is not required. Specs can be revised to clarify. The intent is for structural / mechanical to cover the design for pipe supports and hangers. However, delegated design was included to allow opportunities for alternate support types (with engineered submittal) than those included on the contract documents.</p>	11/09/2020
Q10	<p>Question: Structural Calculations Specification 220529 requires structural calculations for pipe and equipment supports. Structural Drawings include specific project details indicating support systems. Please clarify extent of mechanical/plumbing contractor structural engineering required.</p> <p>Answer: The design intent was for structural calculations to be provided for delegated or alternate designs than those included in the contract documents. Specifications and be updated to clarify. Scope assignment is the responsibility of the general contractor.</p>	11/09/2020
Q11	<p>Question: General Question Will you please provide a copy of the attendance at the presubmittal meeting?</p> <p>Answer: This has been published to the Communications tab for this project in BidNet</p>	11/10/2020
Q12	<p>Question: ROCIP Safety Manual According to the ROCIP Safety Manual, it appears the Safety Representative will be required to be dedicated to this project full time? Please confirm that if a bidder has another DEN project with assigned safety personnel that safety personnel may not be shared between projects.</p> <p>Answer: Under ROCIP only one Safety Representative per ROCIP project.</p>	11/10/2020
Q13	<p>Question: Drawing coordination Section cuts on M1.22 do not match those provided on M3.21 and M3.22 (please reissue M3.21 and M3.22 to coordinate with M1.22)</p> <p>Answer: It is unclear what doesn't match. Sections callouts on series 300 sheets match the 100 series sheets. The 3D Revit model of new design located on BIM360 will be provided to the awarded bidder.</p>	11/10/2020
Q14	<p>Question: Drawing coordination Section cuts on M1.24 do not match those provided on M3.23 and M3.24 (please reissue M3.23 and M3.24 to coordinate with M1.24)</p> <p>Answer: It is unclear what doesn't match. Sections callouts on series 300 sheets match the 100 series sheets. The 3D Revit model of new design located on BIM360 will be provided to the awarded bidder.</p>	11/10/2020
Q15	<p>Question: Drawing coordination Please provide isometric drawings for TML, AOB, CPT, LOWER LEVEL WEST (W6-W5), DEMO, and FOR CONSTRUCTION views.</p> <p>Answer: The 3D Revit model of new design located on BIM360 will be provided to the awarded bidder.</p>	11/10/2020



December 3, 2020

Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement

CONTRACT NO. 20205528

ADDENDUM NUMBER THREE

This Addendum Number Three supersedes and/or supplements all portions of the Invitation for Bid documents with which it conflicts. **Proposers must acknowledge receipt of this addendum on Page 36 of the Bid Forms.**

Tony Deconinck

Tony Deconinck
Contract Administrator



DENVER INTERNATIONAL AIRPORT

**BOILERS 1, 3, 4, TERMINAL AND AOB PUMP ROOMS REPLACEMENT
CONTRACT NO. 202055228**

ADDENDUM NUMBER THREE

Scope of this Addendum

Addendum Number Three includes modifications to the following Invitation for Bids documents issued October 26, 2020. These modifications are deemed necessary by the City and County of Denver.

INVITATION FOR BID LETTER

Update "BIDS MUST BE RECEIVED BY" from December 8, 2020, to December 15, 2020, by 2PM Denver time.

Update the Schedule of Activities to change the Bid Opening date from December 8, 2020, to December 15, 2020.

QUESTIONS AND ANSWERS

The following questions have been responded to. Please see attached.

DRAWINGS AND SPECIFICATIONS

The descriptions below describe changes to the Bid documents and are intended to amend the permitted documents. The descriptions of changes below include changes to drawings and specifications:

GENERAL

- Specification 011100 – Removed language with BIM DSM requirements therefore Contractor is no longer responsible for BIM DSM requirements.
- Specification 013100 – Removed language with BIM DSM requirements therefore Contractor is no longer responsible for BIM DSM requirements.
- Drawing G1.01 - Index updated with M1.27 and M1.28 instead of M1.33 and M1.34 respectively.



MECHANICAL

- Specification 23 52 33 – WATER-TUBE BOILERS
 - Section 1.6 - Removed 5-year boiler maintenance requirements
 - Section 2.1.C – Added language that all performance requirements are for installation at 5,400 elevation per contract drawings.

- Specification 22 05 29 – HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
 - Section 1.2.b - Removed seismic calculations from delegated design requirements in Section 220529

- Drawing M4.16 - Updated to clarify sensors as existing or new.

SCHEDULE OF PRICES AND QUANTITIES

REMOVE the Schedule of Prices and Quantities starting after Page 48, and REPLACE with the attached Schedule of Prices and Quantities.

The total number of pages (including cover sheet) contained in this Addendum Number Three is thirty-two (32).

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End of Addendum Number Three

Questions & Answers - 2

Project 202055228 - Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q9	<p>Question: Seismic Design Specification 220529 indicates Delegated Design requirements for all Pipe Hangers and Equipment supports including seismic calculations. Please provide seismic design category per IBC and ASCE.</p> <p>Answer: Siesmic is not required. Specs can be revised to clarify. The intent is for structural / mechanical to cover the design for pipe supports and hangers. However, delegated design was included to allow opportunities for alternate support types (with engineered submittal) than those included on the contract documents.</p>	11/09/2020
Q10	<p>Question: Structural Calculations Specification 220529 requires structural calculations for pipe and equipment supports. Structural Drawings include specific project details indicating support systems. Please clarify extent of mechanical/plumbing contractor structural engineering required.</p> <p>Answer: The design intent was for structural calculations to be provided for delegated or alternate designs than those included in the contract documents. Specifications and be updated to clarify. Scope assignment is the responsibility of the general contractor.</p>	11/09/2020
Q11	<p>Question: General Question Will you please provide a copy of the attendance at the presubmittal meeting?</p> <p>Answer: This has been published to the Communications tab for this project in BidNet</p>	11/10/2020
Q12	<p>Question: ROCIP Safety Manual According to the ROCIP Safety Manual, it appears the Safety Representative will be required to be dedicated to this project full time? Please confirm that if a bidder has another DEN project with assigned safety personnel that safety personnel may not be shared between projects.</p> <p>Answer: Under ROCIP only one Safety Representative per ROCIP project.</p>	11/10/2020
Q13	<p>Question: Drawing coordination Section cuts on M1.22 do not match those provided on M3.21 and M3.22 (please reissue M3.21 and M3.22 to coordinate with M1.22)</p> <p>Answer: It is unclear what doesn't match. Sections callouts on series 300 sheets match the 100 series sheets. The 3D Revit model of new design located on BIM360 will be provided to the awarded bidder.</p>	11/10/2020
Q14	<p>Question: Drawing coordination Section cuts on M1.24 do not match those provided on M3.23 and M3.24 (please reissue M3.23 and M3.24 to coordinate with M1.24)</p> <p>Answer: It is unclear what doesn't match. Sections callouts on series 300 sheets match the 100 series sheets. The 3D Revit model of new design located on BIM360 will be provided to the awarded bidder.</p>	11/10/2020

No	Question/Answer	Question Date
Q15	<p>Question: Drawing coordination Please provide isometric drawings for TML, AOB, CPT, LOWER LEVEL WEST (W6-W5), DEMO, and FOR CONSTRUCTION views.</p> <p>Answer: The 3D Revit model of new design located on BIM360 will be provided to the awarded bidder.</p>	11/10/2020
Q16	<p>Question: Seismic Design Category Specification 220529 indicates Delegated Design requirements for all Pipe Hangers and Equipment Supports, including seismic calculations. Please provide seismic design category per IBC and ASCE.</p> <p>Answer: See #9 response.</p>	11/11/2020
Q17	<p>Question: Structural Calculations for Pipe & Equipment Supports Specification 220529 requires structural calculations for pipe and equipment supports, per section 1.7 Performance Requirements. However, the structural drawings include specific project details indicating the support systems to be used for piping and equipment, negating the value of independent calculations being performed. Please clarify if structural calculations for the pipe and equipment supports (provided by the plumbing/mechanical contractor) are still required, or if this requirement can be waived.</p> <p>Answer: See #10 response.</p>	11/11/2020
Q18	<p>Question: EMT for DDC Systems Is EMT an approved raceway system for installing the Direct Digital Control (DDC) System's low voltage power and control cabling?</p> <p>Answer: Yes, EMT is an approved raceway system.</p>	11/19/2020
Q19	<p>Question: Controls Manufacturers Specification 230923 indicates the existing Central Utility Plant's EMCS is a JCI Metasys system. Please confirm other manufacturer solutions will be acceptable if a complete operable system is provided, noting the benefit of removing proprietary systems for competitive pricing.</p> <p>Answer: The existing EMCS system in the Central Utility Plant is an existing Johnson Controls Inc. (JCI) Metasys Extended Architecture system and no other EMCS systems will be approved or acceptable. Please contact the local Johnson Controls, Inc. branch for coordination.</p>	11/19/2020
Q20	<p>Question: Domestic Product Requirements Per 23 21 13-1.7 Quality Assurance-A: Manufacturer, unless specified otherwise, all materials and equipment shall be of Domestic (USA) manufacturer and shall be the best quality used for the purpose in commercial practice. Please confirm that the Buy American Act, with components 50% or greater from domestic origin, are acceptable for this project.</p> <p>Answer: Buy Domestic is required per contract documents. All deviations will require substitution request.</p>	11/19/2020
Q21	<p>Question: Seismic Loads General Notes on Sheet S0.01, Note "19" indicates "maximum calculated piping gravity loads at specified support points are as follows:" and then lists maximum gravity loads for each pipe support based on pipe diameters. Is it the designer's intent that these maximum gravity loads be used to calculate seismic loads in determining seismic restraint?</p> <p>Answer: No. Seismic is not required. This is to provide the forces calculated per the structural details and locations provided on the mechanical plans.</p>	11/19/2020

No	Question/Answer	Question Date
Q22	<p>Question: Expansion Compensation</p> <p>General Notes on Sheet S0.01, Note "2" indicates that pipe supports are to be designed to "accommodate horizontal pipe expansion and contraction. Roller assemblies are not permitted." Please confirm the intent is to use guides and anchors only, through delegated design of Pipe Expansion Analysis and Structural design by Mechanical Contractor.</p> <p>Answer: Delegated design provisions per specifications and reviewed/approved by DOR/DEN are intended to allow alternate designs/deviations to those indicated on drawings. No guides or anchors are anticipated for the design indicated on contract drawings.</p>	11/19/2020
Q23	<p>Question: Access Permits</p> <p>Please advise if the Mechanical and Plumbing contractor can apply for a single crane permit (7460-1M) to cover all air lane activities required for access into the Central Plant, or if single permits will be required for each daily activity per phased schedule.</p> <p>Answer: The airport holds a standing 7460 for the Central Utility Plant with a height limit of 100 ft. The determination will be shared with the winning bidder.</p>	11/19/2020
Q24	<p>Question: Stair Capacity</p> <p>Note 2 on SD1.20 indicates contractor is responsible for method of installation that does not temporarily exceed the stairs capacity and to provide temporary shoring under the stairs to meet the load of the pumps. Please provide the rated load capacity of the stairs to the TML Pump Room.</p> <p>Answer: Reference Note 2a on SD1.20 for allowable stair capacity.</p>	11/19/2020
Q25	<p>Question: Temporary Cooling</p> <p>Please provide a total quantity, tonnage and duration of temporary cooling required in ancillary spaces during pump shut downs. Costs to provide temporary cooling cannot be determined without this info.</p> <p>Answer: Allowance to be issued for temporary cooling. Allowance to follow allowance process outlined in the specification. Time and material tickets will need to be issued by DEN QA.</p>	11/19/2020
Q26	<p>Question: 232116 – HYDRONIC PIPING SPECIALTIES</p> <p>2.4.B – Automatic Air Vents – Please confirm Spirotherm is an approved equal?</p> <p>Answer: If manufacturers are not listed, a substitution request will be required to amend DEN base specifications. DOR is open to reviewing unlisted manufacturers and products that meet specifications and design intent.</p>	11/19/2020
Q27	<p>Question: 232116 – HYDRONIC PIPING SPECIALTIES</p> <p>2.4.E – Please confirm SSI Fabricated and American Wheatley are acceptable manufacturers?</p> <p>Answer: If manufacturers are not listed, a substitution request will be required to amend DEN base specifications. DOR is open to reviewing unlisted manufacturers and products that meet specifications and design intent.</p>	11/19/2020
Q28	<p>Question: 232116 – HYDRONIC PIPING SPECIALTIES</p> <p>Per Drawing Note on Air/Dirt Separator Schedule – please confirm any known constraint smaller than 93" x 70" doorway to ADS room?</p> <p>Answer: Referenced M1.17 of the contract drawings for ADS access. See additional reference exhibit with more details of access route.</p>	11/19/2020

No	Question/Answer	Question Date
Q29	<p>Question: 262923 - Variable Frequency Drives Confirm Variable Frequency Drives for pumps to be provided by Division 23 Contractor (Typical)?</p> <p>Answer: Scope assignment is the responsibility of the installing contractor</p>	11/19/2020
Q30	<p>Question: 262923 - Variable Frequency Drives Confirming circuit Breakers are acceptable in lieu of fused disconnect for branch short circuit protection?</p> <p>Answer: Circuit breakers are acceptable but sizing must be coordinated with DOR.</p>	11/19/2020
Q31	<p>Question: 235133 – INSULATED SECTIONAL CHIMNEYS Please confirm AMPCO is an acceptable manufacturer.</p> <p>Answer: If manufacturers are not listed, a substitution request will be required to amend DEN base specifications. DOR is open to reviewing unlisted manufacturers and products that meet contract documents and design intent.</p>	11/19/2020
Q32	<p>Question: 235133 – INSULATED SECTIONAL CHIMNEYS Industry standard material is a 2B finish for utility use 304ss. Please confirm this is acceptable.</p> <p>Answer: It is unclear what this question is referencing.</p>	11/19/2020
Q33	<p>Question: 235133 – INSULATED SECTIONAL CHIMNEYS Please confirm material type requirement (stainless steel, painted steel, etc.) for exterior flue support structure. Existing appears to be painted steel.</p> <p>Answer: The supports for the exterior flue are hot dipped galvanized finish. New installations shall match existing Boiler Bay #2 and #5 flues.</p>	11/19/2020
Q34	<p>Question: 235233 – Water-Tube Boilers 1.7.E – Confirm if on-site UL Testing is required if not available from the factory?</p> <p>Answer: It is unclear which spec this is referring to. Manufacturer certifications and UL testing is required per contract documents. It is the responsibility of the Contractor to field test if factory testing is not available.</p>	11/19/2020
Q35	<p>Question: 232123 – Hydronic Pumps Schedule notes indicate “selection information is for the BEP Point of Basis Pump, also select pump based on...” – do pumps need to operate at duty point indicated on schedules, or only at design condition cases listed in notes?</p> <p>Answer: The BEP point was included in the schedule for the BOD pump manufacturer. The installed pumps must each be capable of stable operations for all design conditions listed in the scheduled notes.</p>	11/19/2020
Q36	<p>Question: 232123 – Hydronic Pumps Is there a maximum head the pumps can develop i.e. dead head?</p> <p>Answer: Pumps are limited to 180FT dead head to remain under the existing system limitations.</p>	11/19/2020

No	Question/Answer	Question Date
Q37	<p>Question: Mechanical Please confirm the existing crane will be able to lift the new boilers.</p> <p>Answer: The existing W33x201 hoist beams have been checked and confirmed on recent projects to be adequately sized to carry the rated lift capacity of 25 tons per beam as physically marked. Reference 01 14 00 for Contractor responsibilities.</p>	11/19/2020
Q38	<p>Question: Mechanical Please clarify the maximum allowable height of cranes on the airfield on Taxiway AA in front of the CUP. Is there a standing 7460 form in place?</p> <p>Answer: There is a standing 7460 with a height limitation of 100 ft. If anything higher is needed, you will need to apply for a 7460 permit yourself.</p>	11/19/2020
Q39	<p>Question: Mechanical What are the requirements to access Taxiway AA to set the Boiler Flues and Load/Off Load Boilers and equipment?</p> <p>Answer: Taxiway shutdowns require an approved traffic plan and safety plan with DEN Operations and Safety. Typical traffic plans include access routes, signs, flaggers, candlesticks, cones, and radios.</p>	11/19/2020
Q40	<p>Question: Mechanical In the absence of a Site Tour, will all the equipment scheduled to be removed and installed fit into the spaces without modifying existing openings?</p> <p>Answer: A site tour is not mandatory, but can be provided upon request per IFB documentation. Site coordination and logistics are the responsibility of the Contractor.</p>	11/19/2020
Q41	<p>Question: Mechanical The Base Scope – Schedule of Prices and Quantities indicates the proposer to provide a cost for Storage (Offsite). We assume that this is for major equipment such as Boilers and Pumps. Please confirm that DEN will pay for Boilers and Pumps as materials stored offsite.</p> <p>Answer: Section 016610, 012910 and IFB outline requirements for storage. If all requirements are met in the aforementioned and an inspection of stored materials is conducted, the Project manager will approve payment.</p>	11/19/2020
Q42	<p>Question: Mechanical Can you please provide an “equipment install/removal route” similar to the one shown on Sheet M1.11 for the equipment shown on Sheet M1.16?</p> <p>Answer: See sheet M1.17. Also, see response to #28.</p>	11/19/2020
Q43	<p>Question: Mechanical Are hot tap stop-o's acceptable for various applications throughout the project?</p> <p>Answer: Hot taps are allowed under certain conditions and shall be coordinated with the DEN Project Manager and DEN Systems Group for approval. When utilized, the coupon shall be retained and attached to the location of the hot tap until final inspection.</p>	11/19/2020

No	Question/Answer	Question Date
Q44	<p>Question: Mechanical Are pipe sleeve reinforcements acceptable for tie-ins on existing pipe with degradation?</p> <p>Answer: In the event degradation is encountered and with DEN approval, DOR recommends sleeves are acceptable as long as materials, welds, testing, etc. align with contract documents for systems sleeves are used on.</p>	11/19/2020
Q45	<p>Question: Mechanical At what locations are temporary pumps required?</p> <p>Answer: Reference 01 14 00 - Appendix A.</p>	11/19/2020
Q46	<p>Question: Mechanical Where is temporary cooling required?</p> <p>Answer: Reference #25 response.</p>	11/19/2020
Q47	<p>Question: Mechanical Specification 240900 2.2.D – Items 1 thru 4 call out for DDC control system is to include the various items listed in this section. Confirm that these systems are excluded and provided by others.</p> <p>Answer: Section 23 09 00 2.2D is confirmed. These sections are not included in this project at this time.</p>	11/19/2020
Q48	<p>Question: Mechanical Please confirm that per section 235233,1.6 – DEN is requiring a five (5) year service and maintenance agreement as a part of this solicitation.</p> <p>Answer: Addendum to be issued to remove service agreement.</p>	11/19/2020
Q49	<p>Question: Mechanical Please provide the details and maintenance schedule desired for the five (5) year service and maintenance agreement.</p> <p>Answer: Addendum to be issued to remove service agreement.</p>	11/19/2020
Q50	<p>Question: Mechanical Specification 230923 2.1.A.1 - Confirm that the new DDC system shall interface into both the existing CUP Johnson Controls Metasys system and the airport Honeywell EBI system. Airport facility operators shall be able to use systems to monitor and control connected equipment. Controls contractor to perform all the software and hardware work necessary with these existing systems to accomplish the design.</p> <p>Answer: The intent is for new controls (namely in the pump rooms) to utilize existing network drops and shall be integrated with the existing CUP controls system.</p>	11/19/2020
Q51	<p>Question: Mechanical Specification 230923.3.22.B - In order to properly price the work, specify the amount of customer training hours for various types of training listed.</p> <p>Answer: Price a minimum of eight (8) hours of operator training per airport maintenance shift per course, assuming two shifts.</p>	11/19/2020

No	Question/Answer	Question Date
Q52	<p>Question: Mechanical Specification 230923.23 - Confirm that the use of Setra Model 230 (2.2, D) is acceptable for application listed in paragraph 3.2, B. Liquid-Pressure Differential Transmitter. These sensors match the DP transmitters used on the previous boiler replacement project.</p> <p>Answer: The intent is for a higher quality sensor be provided per 23 09 23.23 - 2.2.A & B.</p>	11/19/2020
Q53	<p>Question: Mechanical Specification 230923.23 - Confirm that it is acceptable to substitute Kele PTX1 Series pressure transmitters for liquid gage pressure measurement (catalog sheet attached)? Model PTX1E matches the gage pressure sensors used on the previous boiler replacement project.</p> <p>Answer: Products not listed must be submitted using DEN's substitution request procedures for approval by DEN PM.</p>	11/19/2020
Q54	<p>Question: Mechanical Drawing M 4.16 - Confirm boiler flue dampers and actuators are furnished by boiler manufacturer (see Note 2, Sheet M4.16)? It is shown within the dashed line implying it is part of the boiler manufacturers package.</p> <p>Answer: Reference M4.16 General note #4.</p>	11/19/2020
Q55	<p>Question: Mechanical Does pipe insulation jacketing need to be painted?</p> <p>Answer: For hydronic piping the intent is for colored PVC jacketing per 23 07 19 - 3.16. Refer to DIV 09 for painting.</p>	11/19/2020
Q56	<p>Question: Mechanical Please confirm dimensions of the crawl space. Is this a confined space? What are the access size and locations?</p> <p>Answer: Reference M1.12 General Note #2. The crawlspace is open space under the CUP basement level floor. Reference exhibit provided. Note, the hatch is expected to limit piping lengths. Contractor to plan accordingly.</p>	11/19/2020
Q57	<p>Question: Mechanical May glycol be stored in totes in the boiler room or does it need to be relocated and stored offsite?</p> <p>Answer: Glycol is flammable and therefore must be stored offsite. There is no glycol in the Chilled Water or Heating Water Systems as part of this project.</p>	11/19/2020
Q58	<p>Question: Mechanical Drawing M 4.16 - Are header pressure sensors shown on M4.16 (PIT-500, PIT-501, PIT-504, & PIT-512) existing or do they need to be added under this project?</p> <p>Answer: Instruments are existing as indicated on PIDs. Drawing M4.16 can be updated.</p>	11/19/2020

No	Question/Answer	Question Date
Q59	<p>Question: Mechanical</p> <p>Drawings M 6.01/M 6.03 - Control valves TCV-13,14,15 are shown on the schedule (M6.01) with modulating 4-20mA actuators, but the point list (M6.03) shows a digital output for open/close. Are the valves to be modulating or two-position?</p> <p>Answer: Modulating valves are intended to be provided however the valve is intended to be open or closed.</p>	11/19/2020
Q60	<p>Question: Mechanical</p> <p>Drawings M 6.01/M 6.03 - TML and AOB Pump Rooms: Control valves TCV-003,004,005,006 are shown on the schedule (M6.01) with modulating 2-10VDC actuators, but the point list (M6.03) shows a digital output for open/close. Are the valves to be modulating or two-position?</p> <p>Answer: Modulating valves are intended to be provided however the valve is intended to be open or closed.</p>	11/19/2020
Q61	<p>Question: Mechanical</p> <p>Specification 230923 2.4 - Confirm that the existing CUP UPS power will be provided for control equipment and panel UPS's are not required.</p> <p>Answer: Per 23 09 23 2.4.0 a minimum 20 min UPS back up is required for all controls and instruments. Panel UPS's are acceptable if integrated UPS's within new control cabinets are not feasible.</p>	11/19/2020
Q62	<p>Question: Mechanical</p> <p>Specification 230923 2.5.A - Confirm that controller display can be used to monitor, control, and override equipment and that panel mounted switches are not required.</p> <p>Answer: Install switches per the contract documents. Specific cases can be reviewed by DOR and approved by DEN during construction.</p>	11/19/2020
Q63	<p>Question: Mechanical</p> <p>May hangers/supports for existing blowdown piping to be replaced, be reused/utilized for new blowdown piping?</p> <p>Answer: New blowdown piping as indicated on M1.12 is required to have stainless steel materials per the contract documents and specifications.</p>	11/19/2020
Q64	<p>Question: Mechanical</p> <p>What are the weld testing requirements? Are 10%, 50% or 100% inspections required? Are X-rays required?</p> <p>Answer: See 05 55 00 for welding requirements and assume these for all welds including pipe.</p>	11/19/2020
Q65	<p>Question: Mechanical</p> <p>Is the terminal bridge rail to be removed? What about shoring for the bridge for pump transport? What about louver removal or cutout in the deck wall?</p> <p>Answer: The design intent is to remove a section of rail to be replaced with a removable. Shoring for assumed pathway into the pump room is the Contractor's responsibility.</p>	11/19/2020

No	Question/Answer	Question Date
Q66	<p>Question: Mechanical Regarding the pumps: Is there a maximum head the pumps can develop i.e. dead head?</p> <p>Answer: See #36 response.</p>	11/19/2020
Q67	<p>Question: Mechanical Regarding air/dirt separators CUP ADS 1, 2, they indicate flow of 14,400 with future flow of 20,870. These are too high for this size unit, confirm actual flow requirement and ADS size. Please clarify.</p> <p>Answer: The intent is for each new CHW CUP ADS to have a max design flow rate of 12,500 GPM which accommodates future Chilled Water flow requirements.</p>	11/19/2020
Q68	<p>Question: Mechanical Regarding air/dirt separators AOB-ADS-1, during design it was indicated this unit needed to be less than 90" tall due to ceiling and drainage clearances, is this no longer the case?</p> <p>Answer: There is approximately 117" total available height at the location of this ADS. This height shall accommodate the vessel, air-vent above, and drain assembly below.</p>	11/19/2020
Q69	<p>Question: Mechanical Specification 220529 indicates Delegated Design requirements for all Pipe Hangers and Equipment Supports, including seismic calculations. Please provide seismic design category per IBC and ASCE.</p> <p>Answer: See #9 response.</p>	11/19/2020
Q70	<p>Question: Mechanical Specification 220529 requires structural calculations for pipe and equipment supports. Structural Drawings include specific project details indicating support systems. Please clarify extent of mechanical/plumbing contractor provided structural engineering required.</p> <p>Answer: See #17 response.</p>	11/19/2020
Q71	<p>Question: Mechanical Specification 230923 indicates the existing Central Utility Plant's EMCS is a JCI Metasys system. Please confirm other manufacturer solutions will be acceptable if a complete operable system is provided, noting the benefit of removing proprietary systems for competitive pricing.</p> <p>Answer: See #19 response.</p>	11/19/2020
Q72	<p>Question: Mechanical Per 23 21 13-1.7 Quality Assurance - A: Manufacturer, is it acceptable to assume that the Buy American Act, with components 50% or greater from domestic origin, are acceptable for this project?</p> <p>Answer: See #20 response.</p>	11/19/2020
Q73	<p>Question: Mechanical General Notes on Sheet S0.01, Note "19" indicates "maximum calculated piping gravity loads at specified support points are as follows:" and then lists maximum gravity loads for each pipe support based on pipe diameters. Is it the designer's intent that these maximum gravity loads be used to calculate seismic loads in determining seismic restraint?</p> <p>Answer: See #21 response.</p>	11/19/2020

No	Question/Answer	Question Date
Q74	<p>Question: Mechanical</p> <p>General Notes on Sheet S0.01, Note "2" indicates that pipe supports are to be designed to "accommodate horizontal pipe expansion and contraction. Roller assemblies are not permitted." Please confirm the intent is to use guides and anchors only, through delegated design of Pipe Expansion Analysis and Structural design by Mechanical Contractor.</p> <p>Answer: See #22 response.</p>	11/19/2020
Q75	<p>Question: Mechanical</p> <p>Please advise if the Mechanical and Plumbing contractor can apply for a single crane permit (7460-1M) to cover all air-lane activities required for access into the Central Plant, or if single permits will be required for each daily activity per phased schedule.</p> <p>Answer: See #23 response.</p>	11/19/2020
Q76	<p>Question: Mechanical</p> <p>Note 2 on SD1.20 indicates contractor is responsible for method of installation that does not temporarily exceed the stairs capacity. Provide temporary shoring under the stairs to meet the load of the pumps. Please provide the rated load capacity of the stairs to the TML Pump Room.</p> <p>Answer: See #24 response.</p>	11/19/2020
Q77	<p>Question: Mechanical</p> <p>Please provide a total quantity, tonnage and duration of temporary cooling required in ancillary spaces during pump shut-downs.</p> <p>Answer: See #25 response.</p>	11/19/2020
Q78	<p>Question: Mechanical</p> <p>Specification 235233 does not include a reference to a firetube boiler for this project. Would DEN entertain a firetube boiler?</p> <p>Answer: Firetube boilers are not acceptable due to weight limitations of existing boiler room floor.</p>	11/19/2020
Q79	<p>Question: Demolition</p> <p>Please provide the cut sheets for the boilers to be removed.</p> <p>Answer: No cutsheets are available.</p>	11/19/2020
Q80	<p>Question: Demolition</p> <p>Please provide dust and debris containment specifications for the demolition activities.</p> <p>Answer: Refer to DIV 01 specs for requirements.</p>	11/19/2020
Q81	<p>Question: Structural</p> <p>Volume 1 – Drawing S5.04 Detail 1 shows supporting exterior flues but does not show the band lateral brace or plate wall support member sizes and connection details. Please provide details for steel support sizes and connection details to building.</p> <p>Answer: Please refer to the notes on the sheet referenced. As part of the flue system, the contractor must provide design of the supports of this system. The supports designed must be compatible with the flue diameter, flanges, etc. The support types and locations depicted on the schematic detail are not intended to represent final installed conditions.</p>	11/19/2020

No	Question/Answer	Question Date
Q82	<p>Question: Structural</p> <p>Please confirm if the “Manual Trolley’s” shown in pump rooms are to be included in the project cost or if they are indeed “By Others” and not a part of the project cost?</p> <p>Answer: Manual trolleys are intended to be provided by others and should not be included in project cost.</p>	11/19/2020
Q83	<p>Question: Structural</p> <p>Please confirm where anchoring into CMU block per Volume 2 – Drawing S5.22 detail 2, that these CMU cells are solid grout filled blocks. Also, at any other CMU anchoring where epoxy or expansion anchors are used that these cells are solid grout filled.</p> <p>Answer: It cannot be confirmed without extensive field testing which individual CMU cells are grouted; therefore, the typical requirements at DEN should be followed with respect to GPR at all anchor locations. For anchor selection and installation, it should be assumed that CMU cells are un-grouted unless field-verified to be otherwise.</p>	11/19/2020
Q84	<p>Question: Structural</p> <p>Please confirm that GPR is required at all structural anchor points to existing concrete and CMU as well as at all areas where core drilling or saw cutting shall occur.</p> <p>Answer: Yes, GPR is required</p>	11/19/2020
Q85	<p>Question: Structural</p> <p>Please confirm that in the CUP area, only the use of electrical forklifts and man lifts is allowed.</p> <p>Answer: Only electrical forklifts and manlifts are allowed to be used in the CUP.</p>	11/19/2020
Q86	<p>Question: Structural</p> <p>Please confirm that in the tunnels and pump rooms, only the use of electrical or natural gas equipment is allowed.</p> <p>Answer: Per DEN Rules & Regulations; 130.04 Vehicle Traffic in Service Tunnels and Baggage Areas 130.04-1 All vehicles operating in the service tunnels, baggage makeup areas, or other enclosed areas at the Airport must be electric (battery) powered or operated on Compressed Natural Gas (CNG). Receipt of an Airport Vehicle Permit for a CNG vehicle may be conditioned upon passing an annual emissions test conducted by the City or its authorized agents. The City shall publish permitted levels of emission and monitor compliance for vehicles operating within the enclosed area. Vehicles equipped with dual fuel systems (e.g. gasoline/electric hybrids, gasoline/CNG) are not permitted access to the service tunnels.</p>	11/19/2020
Q87	<p>Question: Paint/Coatings</p> <p>Do the landings need to be painted? Details 7/S5.21, 7/S5.31, 7/S5.41, 7/S5.51 do not show paint being required.</p> <p>Answer: Landings should be painted & coated per contract documents. Assume additional paint shall be provided for designated landings.</p>	11/19/2020

No	Question/Answer	Question Date
Q88	<p>Question: Architectural</p> <p>Is Door 001 in Pump Room TML_04_5E_144 to be new as outlined on Sheet A1.20 or moved from the existing location as outlined on Sheet S1.20?</p> <p>Answer: The intent is for a new door to be provided per A1.20</p>	11/19/2020
Q89	<p>Question: Fire Protection</p> <p>Is the fire sprinkler system underneath the existing staircase leading to room TML_04_5E_ST145 to be removed during construction?</p> <p>Answer: If sprinkler interferes with Contractor's approach to accessing TML room then the Contractor may request permission to remove during construction duration only.</p>	11/19/2020
Q90	<p>Question: General Items</p> <p>Does DEN plan to host a site walk for this project? If not could a video or photos of the spaces be provided?</p> <p>Answer: Normally, a site walk would have been performed following the pre-bid meeting. Because of Covid-19, this did not take place. If you wish to schedule a site walk, send an email to contract.procurement@flydenver.com and make the request. The project manager will attempt to accommodate very small groups (no larger than the current City of Denver maximum group size). These will be scheduled on a first-come, first-served basis based on the availability of project staff. Staff will NOT answer project questions during the site visit.</p>	11/19/2020
Q91	<p>Question: Buy American Act</p> <p>Please confirm the the Buy American Act with components 50% or greater from domestic origin are acceptable for this project. If something more is required please provide the exact requirement. (23 21 13-1.7 Quality Assurance)</p> <p>Answer: See #20 response.</p>	11/19/2020
Q92	<p>Question: Crane Permit</p> <p>Please advise if the Mechanical and Plumbing contractor can apply for a single crane permit (7460-1M) to cover all air lane activities required for access into the Central Plant, or if single permits will be required for each daily activity per phased schedule.</p> <p>Answer: See #23 response.</p>	11/19/2020
Q93	<p>Question: Stair Capacity</p> <p>Note 2 on SD1.20 indicates contractor is responsible for method of installation that does not temporarily exceed the stairs capacity. Provide temporary shoring under the stairs to meet the load of the pumps. Please provide the rated load capacity of the stairs to the TML Pump Room.</p> <p>Answer: See #24 response.</p>	11/19/2020
Q94	<p>Question: Pipe Seismic Restraint</p> <p>The note indicates that "maximum calculated piping gravity loads at specified supports points are as follows:" and then lists maximum gravity loads for each pipe support based on pipe diameters. Is it the designer's intent that these maximum gravity loads be used to calculate seismic loads in determining seismic restraint?</p> <p>Answer: Weights are provided to communicate the design limitations of the support details shown on contract documents. Seismic is not required.</p>	11/19/2020

No	Question/Answer	Question Date
Q95	<p>Question: Pipe Guides / Anchors</p> <p>General Notes on Sheet S0.01, Note "2" indicates that pipe supports are to be designed to "accommodate horizontal pipe expansion and contraction. Roller assemblies are not permitted." Please confirm the intent is to use guides and anchors only, through delegated design of Pipe Expansion Analysis and Structural design by Mechanical Contractor.</p> <p>Answer: See #22 response.</p>	11/19/2020
Q96	<p>Question: Metasys System</p> <p>Specification 230923 indicates the existing Central Utility Plant's EMCS is a JCI Metasys system. Please confirm other manufacturer solutions will be acceptable if a complete operable system is provided, noting the benefit of removing proprietary systems for competitive pricing.</p> <p>Answer: See #19 response.</p>	11/19/2020
Q97	<p>Question: Temporary Cooling</p> <p>Please provide a total quantity, tonnage and duration of temporary cooling required in ancillary spaces during pump shut downs.</p> <p>Answer: Ssee #25 response.</p>	11/19/2020
Q98	<p>Question: VFDs Supply and Coordination</p> <p>Please clarify if the mechanical contractor is to provide the VFDs for the pumps at all locations, so that they are matched/integrated with the new pumps, the drives are listed under Division 26 specs and the electrical drawings imply that the EC is to provide the VFD's, can a responsibility matrix for the project possibly be provided?</p> <p>Answer: Scope assignment is the responsibility of the Contractor.</p>	11/19/2020
Q99	<p>Question: Harmonic Analysis Study</p> <p>Please clarify if a Harmonic Analysis Study is required for each location CUP, AOB, & Terminal; Electrical drawing notes state that Harmonic Filters are to be provided integral to the VFD's and imply that a study is not required if Harmonic Filters are provided within all the new drives?</p> <p>Answer: The contract document intent is for Harmonic Analysis Study or Harmonic Filters to be provided to achieve IEEE-519 (RE: 26 29 23 - 2.3). For other similar projects, DEN has approved harmonic filters in lieu of study. If filters are not feasible, recommend higher quality drives (e.g. 18-pulse, AFE, etc.) be provided.</p>	11/19/2020
Q100	<p>Question: Power Metering / Monitoring</p> <p>Please clarify power metering requirements and what loads are to be monitored for all locations; it appears that (2) Eaton Branch Circuit monitor devices & IP Gateway are required to be installed within the CUP electrical room and are to monitor power usage of some of the boiler & pumps, but not all of the new equipment is to be monitored; are there already provisions in place to monitor those other loads? Also for AOB & Terminal Pump rooms it appears that no power monitoring will be required for those pumps, again please clarify power metering requirements for AOB & Terminal if any?</p> <p>Answer: New boilers and pumps installed in this project shall be monitored. Not every piece of equipment is to be monitored. Follow DEN Spec section for additional guidance. Power metering will be required in the AOB/TML areas as well.</p>	11/19/2020

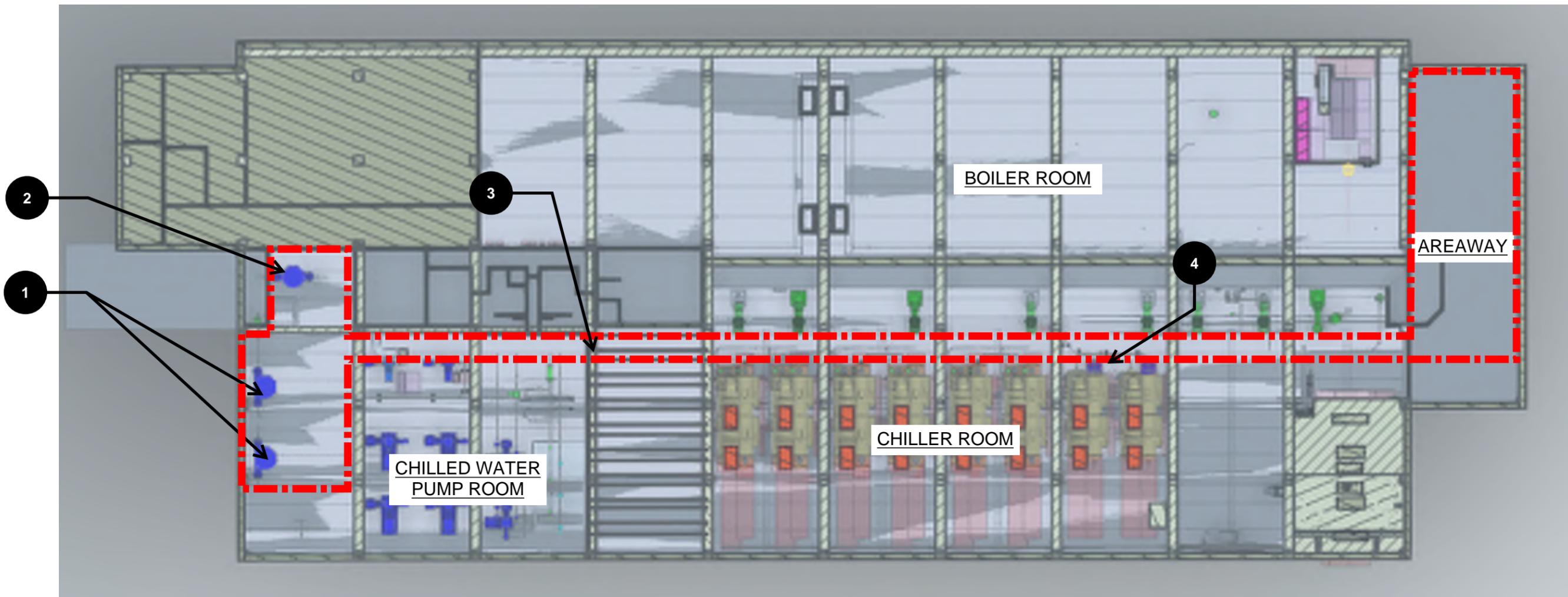
No	Question/Answer	Question Date
Q101	<p>Question: Arc Flash Study Please clarify if a Coordination/Arc Flash Study is required for each location CUP, AOB, & Terminal?</p> <p>Answer: No, not at this time.</p>	11/19/2020
Q102	<p>Question: 3rd Party NETA Testing and IR Scans Please clarify if Third Party NETA Testing & IR scans will be required for the new MCC buckets & circuit breakers for each location CUP, AOB, & Terminal?</p> <p>Answer: MCC manufacturer testing and IR scanning is required. Manufacturer has been coordinated with during design to rebuild the bucket as a branch circuit breaker and meter housing</p>	11/19/2020
Q103	<p>Question: New Fire Alarm Scope Please clarify if there is any new Fire Alarm scope or if any interim FA smoke detectors will be required in the mechanical rooms during demo and installation? This will be a large cost factor if required as each location will need to be a separate set of drawings, permits, and tests?</p> <p>Answer: Fire protection systems are intended to remain undisturbed.</p>	11/19/2020
Q104	<p>Question: Clarify Existing Electrical Scopes Please clarify scopes for the existing electrical panels & redundant power feeds for the AOB & Terminal pumps, it appears that each location has an existing electrical panel which is to remain as is and that only new circuit breakers & power feeds to pumps are to be installed to the existing panels; but on other airport project redundant power feeds from different power sources are required to power heating & cooling pumps?</p> <p>Answer: In the Concourse pump rooms, redundant panels exist and were replaced and reused to maintain redundancy. On the AOB/TML this redundancy does not exist. Please plan to feed the new pumps from the existing panels as indicated on the design.</p>	11/19/2020
Q105	<p>Question: Clarify Conduit Type Expectations Please clarify the expectations of conduit type for the new equipment within the mechanical rooms in all locations (EMT, GRC, GRC below 8', etc); the existing conduit within these areas are a combination of EMT and GRC?</p> <p>Answer: The expectations of conduit type should be followed in DIV 26 spec. The call out for conduit specifications following the specifications in DIV 23.</p>	11/19/2020
Q106	<p>Question: Temporary Systems What is the expectation of temporary systems? Are we to include temporary systems such as piping bypass loops, pumps, welders, etc.?</p> <p>Answer: See DIV 01 specs.</p>	11/19/2020

No	Question/Answer	Question Date
Q107	<p>Question: RFI Questions</p> <p>232116 – HYDRONIC PIPING SPECIALTIES</p> <ul style="list-style-type: none"> •2.4.B – Automatic Air Vents – Please confirm Spirotherm is an approved equal? •2.4.E – Please confirm SSI Fabricated and American Wheatley are acceptable manufacturers? •Per Drawing Note on Air/Dirt Separator Schedule – please confirm any known constraint smaller than 93" x 70" doorway to ADS room? <p>262923 - Variable Frequency Drives</p> <ul style="list-style-type: none"> •Confirm Variable Frequency Drives to be provided by Division 23 Contractor (Typical) •Confirming circuit Breakers are acceptable in lieu of fused disconnect for branch short circuit protection? <p>235133 – INSULATED SECTIONAL CHIMNEYS</p> <ul style="list-style-type: none"> •Please confirm AMPCO is an acceptable manufacturer. •Industry standard material is a 2B finish for utility use 304ss. Please confirm this is acceptable. •Please confirm material type requirement (stainless steel, painted steel, etc.) for exterior flue support structure. Existing appears to be painted steel. <p>235233 – Water-Tube Boilers</p> <ul style="list-style-type: none"> •1.7.E – Confirm if on-site UL Testing is required if not available from the factory? •Industry standard material is a 2B finish for utility use 304ss. Please confirm this is acceptable. <p>232123 – Hydronic Pumps</p> <ul style="list-style-type: none"> •Schedule notes indicate "selection information is for the BEP Point of Basis Pump, also select pump based on..." – do pumps need to operate at duty point indicated on schedules, or only at design condition cases listed in notes? •Is there a maximum head the pumps can develop i.e. dead head? •Are hot tap stop-o's acceptable for various applications throughout the project? •Is Pipe sleeve reinforcement acceptable for tie ins on existing pipe with degradation? •What are the weld testing requirements? 10% inspection, 50%, 100%? X-ray required? •May hangers/supports for existing blowdown piping to be replaced, can any existing be reused/utilized for new blowdown piping? •May glycol be stored in totes in boiler room or does it need to be relocated and stored offsite? <p>Answer: Due to character limitations in BidNet for responses, please do NOT submit multiple questions in a single question box as it's impossible to fully respond to all questions in the area provided. These questions are duplicates of previous questions and the responses can be found in earlier responses.</p>	11/19/2020

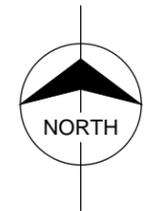
No	Question/Answer	Question Date
Q108	<p>Question: RFI Questions 2</p> <ul style="list-style-type: none"> •Please confirm dimensions of crawl space. Is this a confined space? What is the access size and locations? •Please confirm the dimensions of the void space and grade where boiler flues transition outside. Is this a confined space. What is the access size and location(s)? •Relief valves are shown on the boiler inlet. Please confirm if relief valves are required inlet/outlet side, or both. •Who is responsible for redesign and coordination of piping/flues/connections if basis-of-design boilers are not carried in bid? Is any redesign that would need to occur be required to be completed by Burns and McDonnell? •Can the crane for the pump rooms be set on the road? Next to building? Please provide locations where crane may/may not be set. <ul style="list-style-type: none"> • P&ID drawings show full size bypass piping at each ADS in the CUP but not reflected on plan view drawings, does this piping have adequate space to be installed and can the systems be shut down for any period of time? •Does pipe insulation jacketing need to be painted? •Will LAR access be required? •Does Equipment need to be delivered at night? •Are there any blackout dates or periods when work cannot be performed, aside from the seasonal requirements for when Boilers and Pumps can be replacement? <p>•Please confirm if 3rd party inspections for welding and firestopping are to be carried by DEN or the Contractor?</p> <p>•Reference Sheet G1.01 Table of Contents. Sheets M1.33 and M1.34 are listed in the Table of Contents. However, neither of these Sheets were included in the drawing package. Please confirm if Sheets M.133 and M1.34 will be provided.</p> <p>•There is an existing concrete curb outside of the AOB Pump Room that is not currently shown on Sheet SD1.21. Please confirm if a detail will be provided to construct a ramp at the existing curb similar to Detail 7/S5.21.</p> <p>Answer: Due to character limitations in BidNet for responses, please do NOT submit multiple questions in a single question box as it's impossible to fully respond to all questions in the area provided. Please see Supplemental Answers provided with Addendum 3.</p>	11/19/2020
Q109	<p>Question: RFI Questions 3</p> <ul style="list-style-type: none"> •Please confirm if a temporary chilled water pump will be required during shutdowns of existing chilled water pumps in order to keep the chilled water system active. •Will the DEN BIM DSM apply only to Division 05,21,22,23,26? •Will the Design Team be responsible for integrating product submittal links, asset tags, and geo locations tags As-built Trade Revit models from Division 05,21,22,23,26 into the DEN Master Revit model? •Will DEN or the Design Team provided architectural, structural, and MEPF Revit models of Existing conditions in the areas surrounding the project? •Will DEN require that we list our proposed subcontractors on the bid form? <p>Answer: Due to character limitations in BidNet for responses, please do NOT submit multiple questions in a single question box as it's impossible to fully respond to all questions in the area provided. Please see Supplemental Answers provided with Addendum 3.</p>	11/19/2020

Boilers 1, 3, 4, Terminal & AOB Pump Rooms - Supplemental Answers 20205528

#	Question	Answer
108a	Please confirm dimensions of crawl space. Is this a confined space? What is the access size and locations?	See #56 response.
108b	Please confirm the dimensions of the void space and grade where boiler flues transition outside. Is this a confined space. What is the access size and location(s)?	The interstitial space is limited. Assume access is only achievable during flue removal and from the cooling tower basin level or boiler room below.
108c	Relief valves are shown on the boiler inlet. Please confirm if relief valves are required inlet/outlet side, or both	Safety reliefs are intended to be provided with the boiler, per specifications.
108d	Who is responsible for redesign and coordination of piping/flues/connections if basis-of-design boilers are not carried in bid?	All design related questions are to be presented to DEN through the formal RFI process. Any required changes will be made per the contract.
108e	Is any redesign that would need to occur be required to be completed by Burns and McDonnell?	See response to 108d.
108f	Can the crane for the pump rooms be set on the road? Next to building? Please provide locations where crane may/may not be set.	The pump rooms are located in the Terminal basement. DEN does not anticipate crane accessibility at these locations. Contractor is encouraged to propose their own solution and submit for PM review.
108g	P&ID drawings show full size bypass piping at each ADS in the CUP but not reflected on plan view drawings, does this piping have adequate space to be installed and can the systems be shut down for any period of time?	Bypasses are shown on M3.15. Coordinate with DEN for shutdown requests.
108h	Does pipe insulation jacketing need to be painted?	See #55 response.
108i	Will LAR access be required?	LAR access is not required for the project. Escorting will be available for crane picks.
108j	Does Equipment need to be delivered at night?	For any delivery impacting roads or tunnel lanes, work will be relegated to nights.
108k	Are there any blackout dates or periods when work cannot be performed, aside from the seasonal requirements for when Boilers and Pumps can be replacement?	No DEN Operations driven blackout dates are anticipated.
108l	Please confirm if 3rd party inspections for welding and firestopping are to be carried by DEN or the Contractor?	DEN to provide services for special inspections. Contractor is fully responsible for quality control.
108m	Reference Sheet G1.01 Table of Contents. Sheets M1.33 and M1.34 are listed in the Table of Contents. However, neither of these Sheets were included in the drawing package. Please confirm if Sheets M.133 and M1.34 will be provided.	Drawings are included in documents as M1.27 and M1.28. Index can be updated.
108m	There is an existing concrete curb outside of the AOB Pump Room that is not currently shown on Sheet SD1.21. Please confirm if a detail will be provided to construct a ramp at the existing curb similar to Detail 7/S5.21.	All temporary construction means are the responsibility of the Contractor.
109a	Please confirm if a temporary chilled water pump will be required during shutdowns of existing chilled water pumps in order to keep the chilled water system active.	Existing pumps may be reused for bypass pumping needs. DEN to provide.
109b	Will the DEN BIM DSM apply only to Division 05,21,22,23,26?	There are no requirements for the Contractor to follow the DEN DSM for As-builts. The Designer is responsible for the Revit as-built model on this project. The Contractor is responsible for the as-built red lines only. Please do not include cost for BIM coordination or submittals. Addendum to be issued to remove BIM requirements.
109c	Will the Design Team be responsible for integrating product submittal links, asset tags, and geo locations tags As-built Trade Revit models from Division 05,21,22,23,26 into the DEN Master Revit model?	Contractor is responsible for providing the information indicated and required per contract documents for successful coordination with DEN Asset Management. Integration will be completed by DEN.
109d	Will DEN or the Design Team provided architectural, structural, and MEPF Revit models of Existing conditions in the areas surrounding the project?	The design Revit model will be provided to the awarded Bidder.
109e	Will DEN require that we list our proposed subcontractors on the bid form?	There are two places where subcontractors should be listed in the bid. MWBE subcontractors should be listed on Form 1A of the DSBO forms. The DSBO forms begin after Page 49 of the Invitations for Bid package. Non-MWBE subcontractors should be listed on Attachment 1, Part 4, which begins on Page 42.



CUP BASEMENT LEVEL



LEGEND



GENERAL NOTES

1. THE INTENT OF THIS SKETCH IS TO DESCRIBE NEW AIR-DIRT SEPARATOR ACCESS INTO THE CENTRAL PLANT.

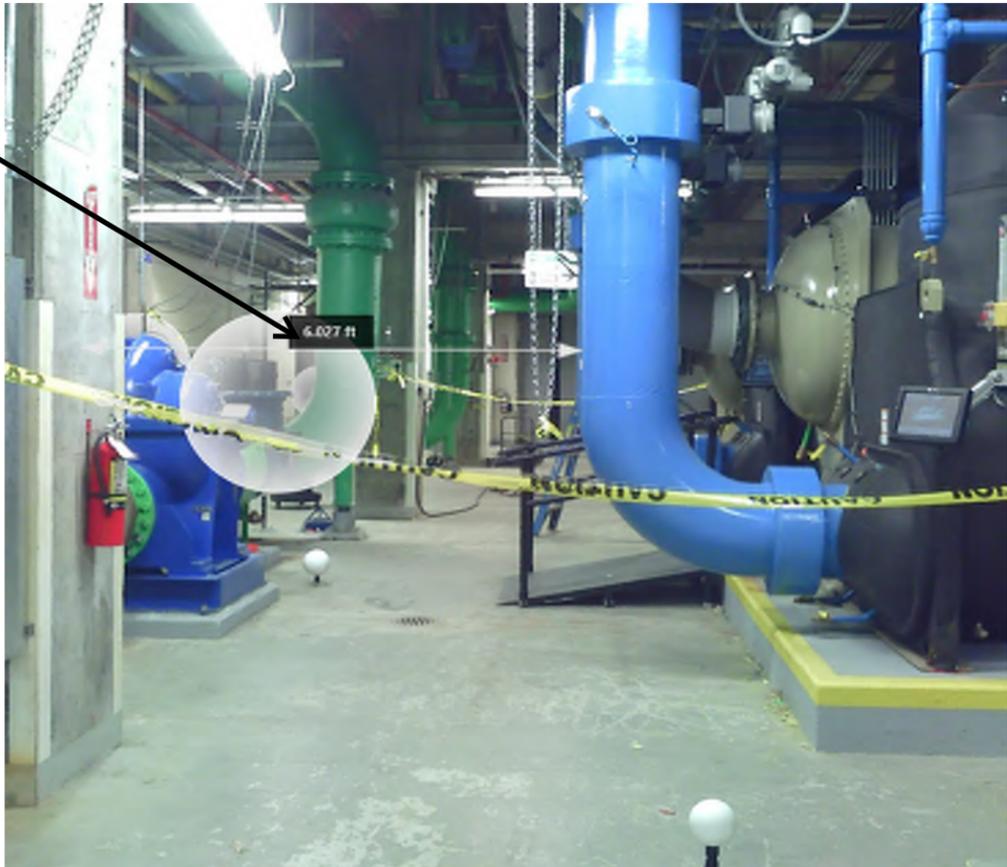
KEYED NOTES

- 1. NEW CHILLED WATER ADS APPROXIMATE LOCATIONS.
- 2. NEW HEATING WATER ADS APPROXIMATE LOCATION.
- 3. CHILLED WATER PUMP ROOM ENTRANCE AND DOUBLE DOOR LOCATION.
- 4. CHILLER BAY #4

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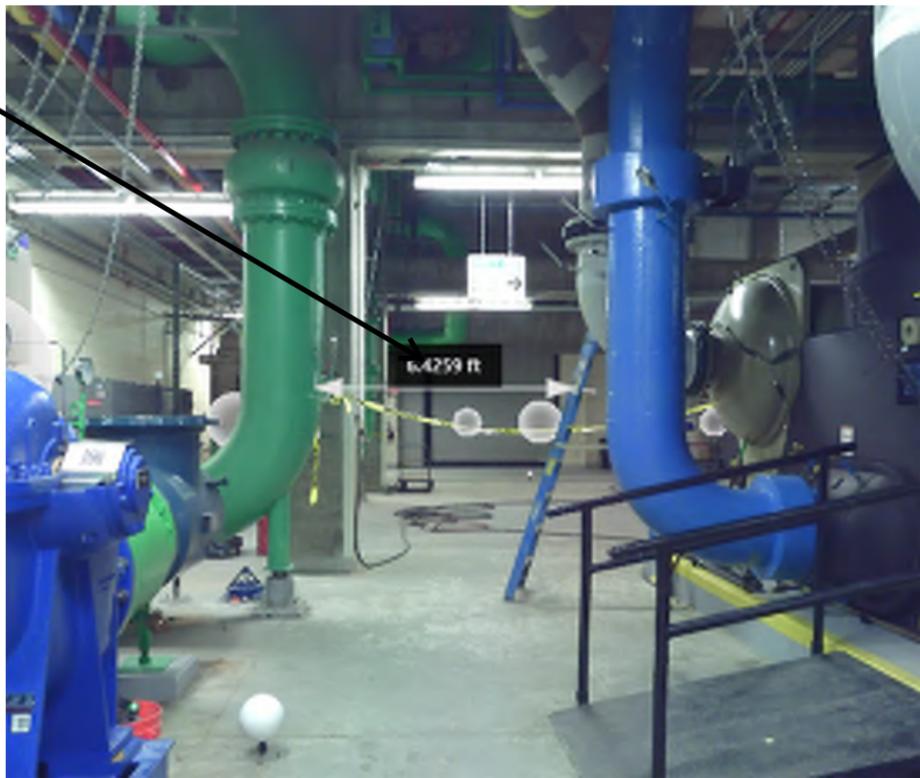
	<p>DEN CUP ADS ACCESSS</p> <p>SK-1</p>
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1



LOOKING WEST CHILLER BAY #4

1



LOOKING WEST CHILLER BAY #4

GENERAL NOTES

1. THE INTENT OF THIS SKETCH IS TO DESCRIBE NEW AIR-DIRT SEPARATOR ACCESS INTO THE CENTRAL PLANT.

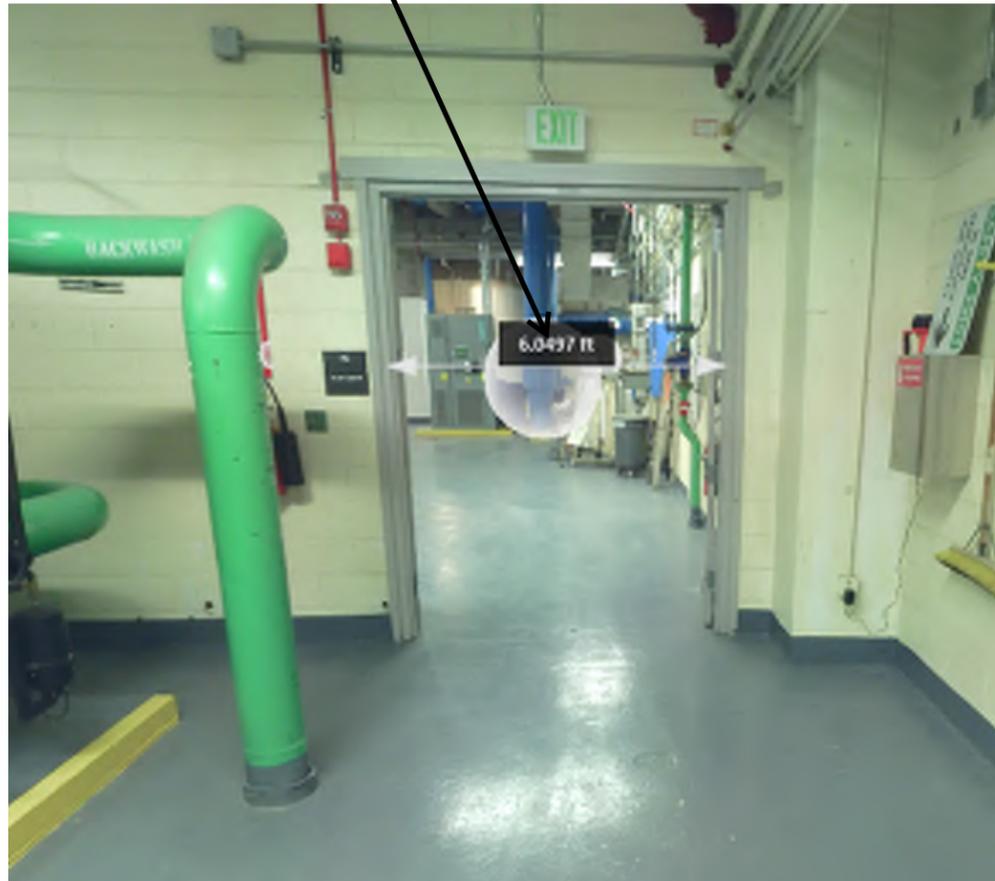
KEYED NOTES

#

1. -6' BETWEEN EDGE OF CHILLER 4A/4B CHILLED WATER PIPE. TEMPORARY REMOVAL OF PIPE REQUIRED.

2. -6' DOUBLE DOOR ENTRANCE TO CHILLED WATER PUMP ROOM

2



LOOKING EAST AT CHILLER PUMP ROOM ENTRANCE



DEN CUP ADS ACCESSS
SK-2



THE RECORD SETS ARE SIGNED AND SEALED BY LUIS ORLANDO ACOSTA, LICENSE NO. 302523 DATED JUNE 21, 1991

LUIS O. ACOSTA ARCHITECTS P.C.

CENTRAL PLANT COMPLEX

BEHRENT ENGINEERING CO.

ARCHITECTURAL

ISSUE RECORD NO. BY PURPOSE DATE CKD 00 CLS RECORD 9FE94 CLS

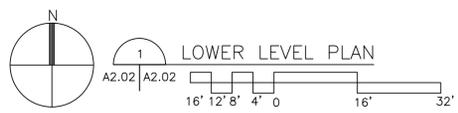
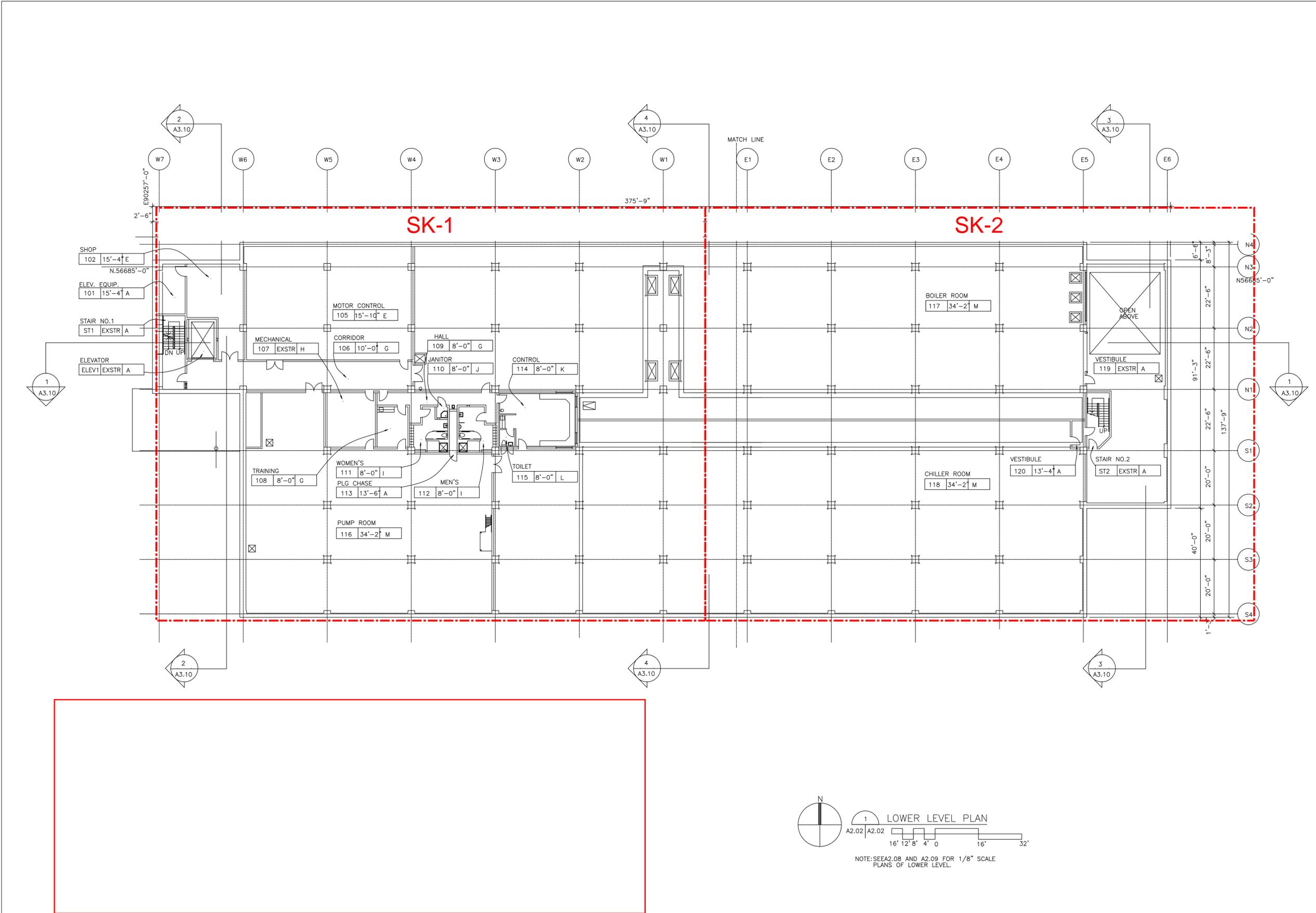
DATE 9 FE94 DRAWN BY: R.HAHM CHECKED BY: K.LARSON FAA AIP NO: X WORK BREAKDOWN NO. 13FAG DESIGN CONTRACT NO. E140A CONST. CONTRACT NO. F140A PROJECT NO. 8919-00 VOLUME NO. 1 SHEET TITLE

LOWER LEVEL PLAN

SHEET NO. A2.02 5 OF 49

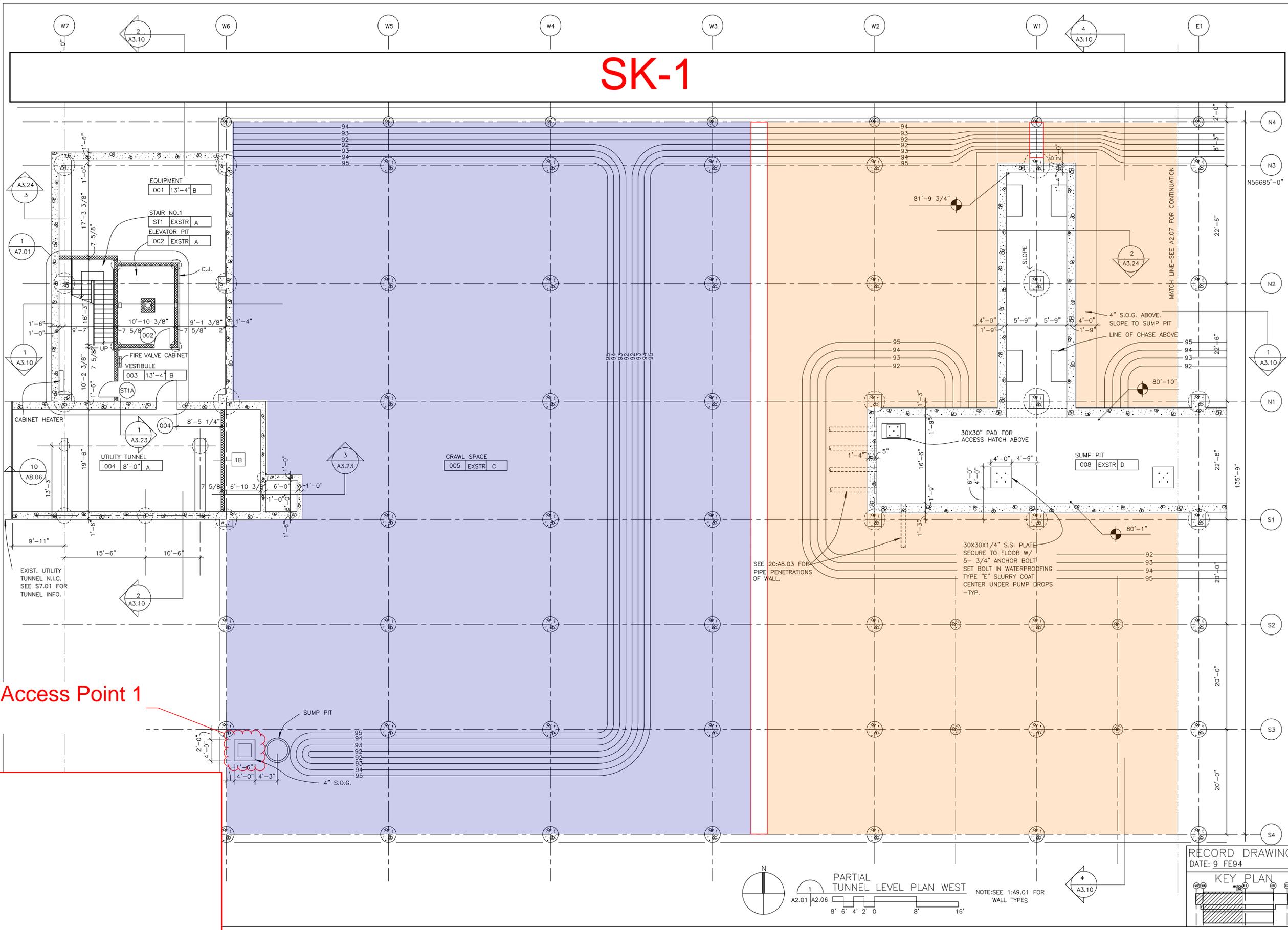
CADD FILE NO. X13FAGE140AF140AR1A200200

RECORD DRAWING DATE: 9 FE94



NOTE: SEE A2.08 AND A2.09 FOR 1/8" SCALE PLANS OF LOWER LEVEL.

SK-1



Access Point 1

CITY & COUNTY OF DENVER
DENVER INTERNATIONAL AIRPORT



THE RECORD SETS ARE SIGNED AND SEALED BY LUIS ORLANDO ACOSTA, LICENSE NO. 302523 DATED JUNE 21, 1991

LUIS O. ACOSTA ARCHITECTS P.C.

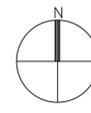
CENTRAL PLANT COMPLEX

BEHRENT ENGINEERING CO. ARCHITECTURAL

ISSUE RECORD
NO. BY PURPOSE DATE CKD
00 CLS RECORD 9FE94 CLS

DATE 9 FE94
DRAWN BY: R.HAHM
CHECKED BY: K.LARSON
FAA AIP NO: X
WORK BREAKDOWN NO. 13FAG
DESIGN CONTRACT NO. E140A
CONST. CONTRACT NO. F140A
PROJECT NO. 8919-00
VOLUME NO. 1

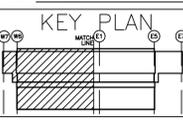
SHEET TITLE
PARTIAL TUNNEL LEVEL PLAN WEST
SHEET NO. A2.06
9 OF 49
CADD FILE NO. X13FAGE140AF140AR1000600

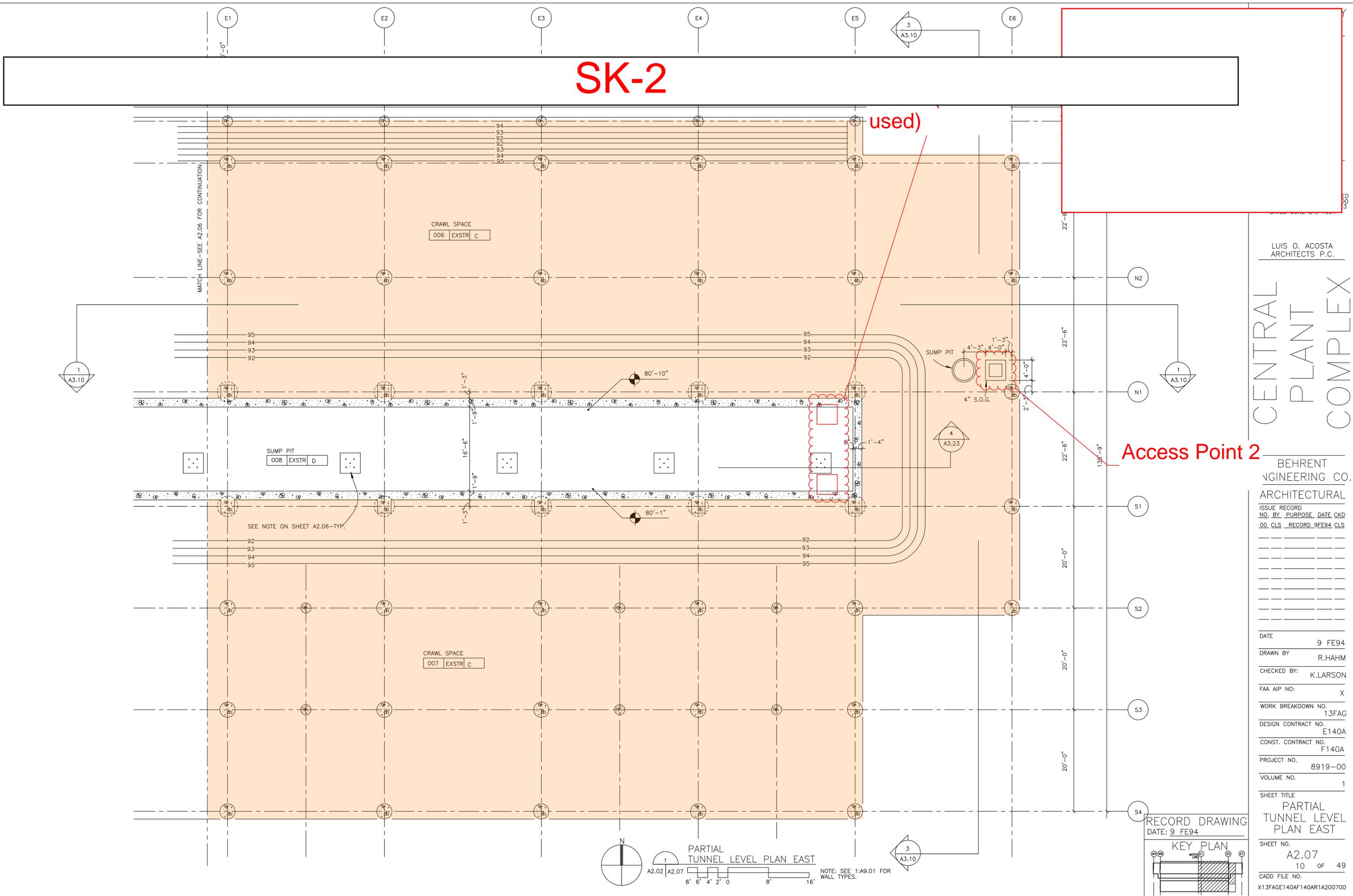


PARTIAL TUNNEL LEVEL PLAN WEST
SCALE: 1" = 8'-0"

NOTE: SEE 1:A9.01 FOR WALL TYPES

RECORD DRAWING
DATE: 9 FE94





LUIS O. ACOSTA
ARCHITECTS P.C.

CENTRAL
PLANT
COMPLEX

BEHRENT
ENGINEERING CO.

ARCHITECTURAL

ISSUE RECORD
NO. BY PURPOSE DATE CKD

00 CLS RECORD 9FE94 CLS

DATE 9 FE94

DRAWN BY R.HAHM

CHECKED BY: K.LARSON

FAA AIP NO: X

WORK BREAKDOWN NO. 13FAG

DESIGN CONTRACT NO. E140A

CONST. CONTRACT NO. F140A

PROJECT NO. 8919-00

VOLUME NO. 1

SHEET TITLE

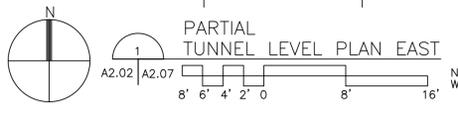
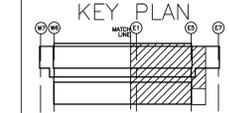
PARTIAL
TUNNEL LEVEL
PLAN EAST

SHEET NO. A2.07

10 OF 49

CADD FILE NO. X13FAGE140AF140AR1A200700

RECORD DRAWING
DATE: 9 FE94



Access Point 2

used)

DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
 CONTRACT NO. 202055228

Base Scope - Schedule of Prices and Quantities

ITEM NO.	DESCRIPTION AND PRICE	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
GENERAL REQUIREMENTS					
01 50 50	Mobilization _____ dollars and _____ cents. (\$ _____) lump sum.	1	LS	_____	_____
01 66 10	Storage (offsite) _____ dollars and _____ cents. (\$ _____) per lump sum.	1	LS	_____	_____
01 31 00	Project Management and Coordination _____ dollars and _____ cents. (\$ _____) per lump sum.	1	LS	_____	_____
IFB	Textura Fee _____ dollars and _____ cents. (\$ _____) per lump sum.	1	LS	_____	_____
Remainder of Division 01	Remaining General Requirements _____ dollars and _____ cents. (\$ _____) per lump sum.	1	LS	_____	_____
Division Subtotal					\$ -
EXISTING CONDITIONS					
Division 2	Selective Demolition _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
CONCRETE					
Division 3	Cast-in-Place Concrete _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
MASONRY					
Division 4	Unit Masonry _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
METALS					
Division 5	Metals _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
THERMAL MOISTURE PROTECTION					
Division 7	Firestopping _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -
OPENINGS					
Division 8	Openings _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS	_____	_____
Division Subtotal					\$ -

DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
 CONTRACT NO. 202055228

FIRE SUPPRESSION

Division 21	Fire Suppression	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) per Lump Sum.			
Division Subtotal				\$ -

PLUMBING

Division 22	Plumbing	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) per Lump Sum.			
Division Subtotal				\$ -

HVAC - Central Utility Plant (Boiler Room)

235233 - CUP	Hot Water-Tube Boilers	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) lump sum.			
232123 - CUP	Hydronic Pumps (6 Hot Water Pumps)	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) per lump sum.			
Remainder of Division 23 - CUP	Remaining HVAC Requirements	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) per lump sum.			
HVAC Division Subtotal				\$ -

HVAC - Terminal Pump Room

232123 - TML	Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps)	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) per lump sum.			
Remainder of Division 23 - TML	Remaining HVAC Requirements	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) per lump sum.			
TML HVAC Subtotal				\$ -

HVAC - Airport Office Building Pump Room

232123 - AOB	Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps)	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) per lump sum.			
Remainder of Division 23 - AOB	Remaining HVAC Requirements	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) per lump sum.			
TML HVAC Subtotal				\$ -

ELECTRICAL

262923	Variable-Frequency Motor Controllers	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) per lump sum.			
Remainder of Division 26	Remaining Electrical Requirements	1	LS	
	dollars			
	and			
	cents.			
	(\$			
	) per Lump Sum.			
Electrical Division Subtotal				\$ -

Allowances (Include as part of your Bid)

Allowance 1	Temporary Cooling Rental Equipment (Q & A No.77) Include this amount in your bid			\$ 150,000.00
--------------------	--	--	--	---------------

DENVER INTERNATIONAL AIRPORT
SCHEDULE OF PRICES AND QUANTITIES
Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
CONTRACT NO. 202055228

Allowance 2			
Remainder of Division 26	Fire Rating Remediation for existing conditions Include this amount in your bid	\$	100,000.00

Base Scope Total:		\$	-
--------------------------	--	----	---

DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
 CONTRACT NO. 202055228

Equipment Selection:
 This section is to be used to identify Boiler and Burner selections. All equipment identified within this section shall be for information only. This section will not impact bid awards, but is a requirement to have a complete bid package.

FLEXIBLE WATER-TUBE BOILERS

Boiler
 Manufacturer _____
 Model Number _____
 Catalog Number _____

BURNERS

Burner
 Manufacturer _____
 Model Number _____
 Catalog Number _____

Inclusions and Exclusions:
 Provide a breakout of inclusions and exclusions by discipline. This section is a requirement to have a complete bid package. Complete each section. Respond with "NA" if you do not have any response for a specific section.

GENERAL REQUIREMENTS

01 50 50	Mobilization Include description of inclusions and exclusions pertinent to this section.
01 66 10	Storage (offsite) Include description of inclusions and exclusions pertinent to this section.
01 31 00	Project Management and Coordination Include description of inclusions and exclusions pertinent to this section.
IFB	Textura Fee Include description of inclusions and exclusions pertinent to this section.
Remainder of Division 01	Remaining General Requirements Include description of inclusions and exclusions pertinent to this section.

EXISTING CONDITIONS

Division 2	Selective Demolition Include description of inclusions and exclusions pertinent to this section.
-------------------	--

CONCRETE

Division 3	Cast-in-Place Concrete Include description of inclusions and exclusions pertinent to this section.
-------------------	--

MASONRY

Division 4	Unit Masonry Include description of inclusions and exclusions pertinent to this section.
-------------------	--

DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
 CONTRACT NO. 202055228

METALS

Division 5	Metals Include description of inclusions and exclusions pertinent to this section.
-------------------	--

THERMAL MOISTURE PROTECTION

Division 7	Firestopping Include description of inclusions and exclusions pertinent to this section.
-------------------	--

OPENINGS

Division 8	Openings Include description of inclusions and exclusions pertinent to this section.
-------------------	--

FINISHES

Division 9	High Performance Coatings Include description of inclusions and exclusions pertinent to this section.
-------------------	---

FIRE SUPPRESSION

Division 21	Fire Suppression Include description of inclusions and exclusions pertinent to this section.
--------------------	--

PLUMBING

Division 22	Plumbing Include description of inclusions and exclusions pertinent to this section.
--------------------	--

HVAC - Central Utility Plant (Boiler Room)

235233 - CUP	Hot Water-Tube Boilers Include description of inclusions and exclusions pertinent to this section.
232123 - CUP	Hydronic Pumps (6 Hot Water Pumps) Include description of inclusions and exclusions pertinent to this section.
Remainder of Division 23 - CUP	Remaining HVAC Requirements Include description of inclusions and exclusions pertinent to this section.

HVAC - Terminal Pump Room

232123 - TML	Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps) Include description of inclusions and exclusions pertinent to this section.
Remainder of Division 23 - TML	Remaining HVAC Requirements Include description of inclusions and exclusions pertinent to this section.

DENVER INTERNATIONAL AIRPORT
SCHEDULE OF PRICES AND QUANTITIES
Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
CONTRACT NO. 202055228

HVAC - Airport Office Building Pump Room

232123 - AOB	Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps) Include description of inclusions and exclusions pertinent to this section.
Remainder of Division 23 - AOB	Remaining HVAC Requirements Include description of inclusions and exclusions pertinent to this section.

ELECTRICAL

262923	Variable-Frequency Motor Controllers Include description of inclusions and exclusions pertinent to this section.
Remainder of Division 26	Remaining Electrical Requirements Include description of inclusions and exclusions pertinent to this section.

END



December 7, 2020

Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement

CONTRACT NO. 20205528

ADDENDUM NUMBER FOUR

This Addendum Number Four supersedes and/or supplements all portions of the Invitation for Bid documents with which it conflicts. **Proposers must acknowledge receipt of this addendum on Page 36 of the Bid Forms.**

Tony Deconinck

Tony Deconinck
Contract Administrator



DENVER INTERNATIONAL AIRPORT

**BOILERS 1, 3, 4, TERMINAL AND AOB PUMP ROOMS REPLACEMENT
CONTRACT NO. 202055228**

ADDENDUM NUMBER FOUR

Scope of this Addendum

Addendum Number Four includes modifications to the following Invitation for Bids documents issued October 26, 2020. These modifications are deemed necessary by the City and County of Denver.

INVITATION FOR BID LETTER

Update "BIDS MUST BE RECEIVED BY" from December 8, 2020, to December 15, 2020, by 2PM Denver time.

Update the Schedule of Activities to change the Bid Opening date from December 8, 2020, to December 15, 2020.

Note: There are no additional changes from Addendum 3; this is being re-issued as Addendum 4 because the revised bid opening date was not properly updated in BidNet with Addendum 3.

The total number of pages (including cover sheet) contained in this Addendum Number Four is two (2).

* * * * *

End of Addendum Number Four

GH PHIPPS BID DOCUMENTS FOLLOW

VII. ATTACHMENT 1, BID FORMS
Attachment 1, Part 1 Bid Acknowledgement Letter

CONTRACT NAME: Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement
Contract No.: 202055228

Bid Letter

BIDDER Gerald H. Phipps, Inc. dba GH Phipps Construction Company

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 Bids first published on October 26, 2020, for Contract No. 202055228, Denver International Airport, Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement.

The project entails the removal of three boilers, which will be replaced with five new 20,000,000 British thermal unit (BTU) boilers as well as new pumps, variable frequency drives (VFDs), supporting electrical, structural, life safety, instrumentation and controls equipment. In addition, the three Hot Water (HW) and 3 Chilled Water (CW) pumps in the Terminal and Airport Office Building (AOB) pump rooms will be replaced with 4 HW and 4 CW pumps in each of the two rooms.

The undersigned Bidder declares that it has carefully examined the location of the proposed work and has carefully read and examined all of the Contract Documents which include, but are not limited to, the Contract Drawings, Technical Specifications, Construction Contract General Conditions, Special Conditions, Instruction to Bidders, and EEO provisions, and 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 which are provided herewith and by this reference made a part hereof for the prices shown in the bid forms and totaled below:

TOTAL BASE BID Amount: Thirteen Million nine hundred seventeen thousand

two hundred ninety nine and 00/100

_____ Dollars and _____ Cents

(\$ \$13,917,299.00).

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

Addenda Nos.: 1, 2, 3, 4

The undersigned agrees that this bid 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 bids are opened or until after a contract for the work described in these bid documents is fully executed by the City, whichever date is earlier.

The undersigned Bidder hereby agrees to appear at Denver International Airport, Business Management Services Office, Room 8810, Airport Office Building, at any time within ten (10) business days from the date of a written notice from the CEO to do so, mailed, emailed, or faxed to the business address of Bidder and at that time the Bidder shall: (1) deliver an executed Contract which conforms with this bid; (2) furnish the required performance and payment bonds in the sum of the Total Contract Bid Amount shown above, executed by a surety company acceptable to the CEO; and (3) furnish the required insurance documents.

Enclosed herewith is a bid guarantee, as defined in the Instructions to Bidders, in the amount of which bid guarantee the undersigned Bidder agrees is to be paid to and become the property of the City as liquidated damages should the bid be considered to be the best by the City and the undersigned Bidder notified that it is the apparent low bidder 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 ten (10) business days as stipulated above.

Attached and incorporated herein are the proposed Schedule of Prices and Quantities and Bid Data Forms. All of the forms must be completed. Bidder acknowledges that the City may incorporate, at its option, any or all of the data submitted by the Bidder into a contract arising out of this Bid.

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

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 Bid 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 bid 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 bidding in connection with this bid.

Dated this 15th day of December, 2020.

BUSINESS ADDRESS OF BIDDER: 5995 Greenwood Plaza Blvd, Ste 100

City, State, Zip Code: Greenwood Village, CO 80111

Telephone Number of Bidder: (303) 571-5377

Fax Number of Bidder: (303) 629-7467

Social Security or Employer Id. No. of Bidder: 84-0423359

Email Address: Jim.meyer@ghphipps.com

SIGNATURE OF BIDDER:



Attest

(Corporate Seal)

Kelly George

Secretary Kelly George

PRINT NAME OF BIDDER:

Gerald H. Phipps, Inc. dba GH Phipps Construction Company

[Handwritten Signature]

By: Kurt T. Klanderud

President

Attachment 1, Part 2 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

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

Gerald H. Phipps, Inc.

The undersigned affirms that dba GH Phipps Construction Company (Bidder) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Bidder nor its key employees have been convicted of a bid/Bid-related crime, violation or felony in the last five (5) years or entered into any civil or criminal settlement, undertaking, assurance or other similar agreement with a government entity.

Signature  Title President

Print Name Kurt T. Klanderud

Date December 15, 2020

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

See Attached List

GH Phipps is currently involved two cases - both cases involve a breach of contract related to payment and are in the discovery phase, we have been involved in a few matters in the last five years. The details are listed below. Please note that GH Phipps works diligently to resolve any issues as they arise, all litigation in the last 5 years, with the exception of an insurance coverage case, was settled out of court.

Gerald H. Phipps, Inc. v. J&P Investments, District Court of Denver County, Case No. 2019CV34340. Collection action related to nonpayment by Owner. Discovery stage.

Gerald H. Phipps v. EDI, arbitration. No Case number to reference. Construction defect claim. GH Phipps repaired the issue for the project owner and pursued reimbursement from the responsible subcontractor. Settled January 2020. Confidential Settlement Terms.

Gerald H. Phipps, Inc. v. McVeigh et al., Bankruptcy Court of the Southern District of Texas, Adversary No. 19-03535. Trust fund claim against owner/directors of bankrupt entity for non-payment of monies. Procedural and jurisdictional motions pending.

RKMS Amarillo #2 LLC v. Gerald H. Phipps, Inc., District Court, Randall County, Texas, Case # 73571A – motion to remove a lien filed due to nonpayment by owner. Settled 9/23/18. Confidential Settlement Terms.

J.L Parker Plumbing, Inc. v. Gerald H. Phipps, Inc. and RKMS Grand Prairie (et al.), District Court, Dallas County, Texas, Case # DC-18-00876 – collection action related to nonpayment by owner. Settled 9/23/18. Confidential Settlement Terms.

Gerald H. Phipps, Inc. v. Monarch Black Hawk, Inc., District Court Denver County, Case # 2018CV30812, payment collection claim, settled May 3, 2018.

Gerald H. Phipps, Inc. vs. Traveler's Property and Casualty Company, US District Court for the District of Colorado, Case # 14-CV-01642, insurance coverage matter, Summary Judgment granted for Defendant Jan, 8, 2016, upheld on appeal.

Attachment 1, Part 3 Contract Information

1. Name of Bidder/Contractor: Gerald H. Phipps, Inc.
dba GH Phipps Construction Company
2. Type of business entity: Corporation
NOTE: If bidder is a partnership or joint venture, give full names of all partners or joint venturers. Bid must be signed by all joint venturers. If bidder is a limited liability company, bid 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: 2A
Monetary Limit: \$50,000,000.00
4. Address of Contractor: 5995 Greenwood Plaza Blvd, Ste 100
Greenwood Village, CO 80111

Telephone: 303 571-5377 Fax: 303 629-7467
Email Address: Jim.meyer@ghphipps.com
5. Established where and when: State of Colorado 11/25/1952
6. Contractor's Banks: Key Bank , 1675 Broadway, Ste 300, Denver, CO 80202
contact: Michele Warren
7. Principal Officers of Contractor (managers and members if LLC):
- | | |
|--|-------------------------------|
| Name: <u>Kurt T. Klanderud</u> | Name: <u>Margo Ferguson</u> |
| Title: <u>President</u> | Title: <u>Treasurer</u> |
| Name: <u>Rich Allison</u> | Name: <u>James J. Clawson</u> |
| Title: <u>Executive Vice-President</u> | Title: <u>Secretary</u> |

8. Bidder's/Contractor's City and County of License No.:
 Denver Contractor License if it has obtained LIC 97
 one: _____
 Class:
 A _____

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

9. Bidder's/Contractor's state of incorporation (state of organization if an LLC or partnership): Colorado _____

10. Bidder's Surety: Continental Casualty Company _____

11. Surety's State of Incorporation: Illinois _____

12. Address of Contractor in other areas (if different from No. 4): n/a _____

13. Name and address of person to receive payments: Margo Ferguson _____
 5995 Greenwood Plaza Blvd, Ste 100 _____
 Greenwood Village, CO 80111 _____

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

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

Carpenters' and Millright's Health Benefit Trust Fund _____

Laborer's International Union of North America _____

Attachment 1, Part 4 List of Proposed Non-M/WBE Subcontractors

Bidder Company Name: Gerald H. Phipps, Inc.
dba GH Phipps Construction Company

IFB Name: Denver International Airport Boilers 1, 3, 4 Terminal
and AOB Pump Rooms Replacement

IFB No.: 202055228

Bidder shall list below the name, business address, work assignment and dollar value of each subcontractor that is **not** a DBE subcontractor that will perform work or labor or provide services to the Bidder relating to this Contract in an amount greater than one and one-half percent (1.5%) of the Bidder's total bid. Only one (1) subcontractor for each portion of the work shall be listed. Any proposed subcontractors to be utilized by the Bidder that are certified as a Small Business Enterprise (SBE) shall also be listed on the "List of Proposed Subcontractors" attached to this IFB.

If the Bidder does not identify a subcontractor to perform portions of the work which could be subcontracted on this form or the List of Proposed DBE Subcontractors, the Bidder, if it is awarded the Contract, agrees not to subcontract such portions that exceed one and one-half percent (1.5%) of the total bid amount until the Contractor has advised the Senior Vice President of AIM in writing of the reasons why the subcontractor was not listed in the Bid submission and complied with the requirements of General Condition 502.

If the Bidder is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed M/WBE Subcontractors, the Bidder agrees not to subcontract any of the work assignment identified for that subcontractor until the Bidder has advised the Senior Vice President of AIM in writing of the reasons why a different subcontractor is being used and has obtained approval.

Subcontractor Information	Work Assignment	Subcontract Dollar Value
Name: <u>Diamond Drilling</u> Address: <u>1157 S Bannock St</u> <u>Denver, CO 80223</u> Phone: <u>303 733-3741</u>	Demolition	\$163,993.00

Attachment 1, Part 4 List of Proposed Non-DBE Subcontractors

Name: <u> RK Steel </u> Address: <u> 8221 E 96th Ave </u> <u> Henderson, CO 80640 </u> Phone: <u> 720 326-2278 </u>	Steel	\$ 173,219.00
Name: <u> Phoenix Masonry Inc. </u> Address: <u> 16200 Washington St </u> <u> Thornton, CO 80023-8904 </u> Phone: <u> 303 252-0993 </u>	Masonry	\$ 14,698.00
Name: <u> Collins Door and Hardware, Inc. </u> Address: <u> 394 Delozier Dr </u> <u> Fort Collins, CO 80524 </u> Phone: <u> 970 221-2396 </u>	Doors and Hardware	\$ 1,255.00
Name: <u> Sturgeon Electric </u> Address: <u> 4250 Oneida St, Ste A </u> <u> Denver, CO 80216 </u> Phone: <u> 303 427-4412 </u>	Electrical	\$ 740,713.00
Name: <u> Western States Fire Protection </u> Address: <u> 7026 S Tuscon Way </u> <u> Centennial, CO 80112 </u> Phone: <u> 303 792-0022 </u>	Fire Sprinkler	\$ 8,577.00

This page can be duplicated if additional sheets are required

Attachment 1, Part 4 List of Proposed Non-DBE Subcontractors

Name: <u> RK Mechanical </u> Address: <u> 3800 Xanthia St </u> <u> Denver, CO 80238 </u> Phone: <u> 720 728-3476 </u>	Mechanical	\$ 11,035,566
Name: _____ Address: _____ Phone: _____		

This page can be duplicated if additional sheets are required

Attachment 1, Part 5 Certification of Non-Segregated Facilities

The Bidder must certify 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 Bidder 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 Bidder 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 Bidder 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 Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the equal opportunity clause and that it will retain such certification in its files.

Dated: December 15, 2020

Gerald H. Phipps, Inc.
Bidder Company Name: dba GH Phipps Construction Company

By:  Kurt T. Klanderud

Title: President

Attachment 1, Part 6 Equal Opportunity Report Statement

The Bidder shall review, complete, sign and submit with its Bid this Equal Opportunity Report Statement (Statement). A Bid may be considered unresponsive and may be rejected, in the City's sole discretion, if the Bidder fails to provide the fully executed Statement or fails to furnish required data. The Bidder 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 Bidder 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 C.F.R. 60-1.7(b)

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

1. The Bidder has X has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. 60-1.40 and 41 C.F.R. 60-2.
2. The Bidder 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 Bidder has X has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder does X does not ___ employ fifty (50) or more employees.

Dated: December 15, 2020

Bidder Company: Gerald H. Phipps, Inc.
dba GH Phipps Construction Company

By:  Kurt T. Klanderud

Title: President

Attachment 1, Part 7 Bid Bond

Bidder Gerald H. Phipps, Inc. dba GH Phipps Construction Company

DENVER INTERNATIONAL AIRPORT
Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement
Contract No. 202055228

Bid Bond

KNOW ALL MEN BY THESE PRESENTS

THAT Gerald H. Phipps, Inc. dba GH Phipps Construction Company as Principal, and Continental Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of IL, and authorized to do business within the State of Colorado as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in the full and just sum of Five Percent of Amount Bid Dollars and 00/100 Cents (\$ 5%) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

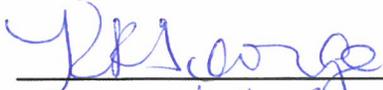
WHEREAS, the said Principal is herewith submitting its Bid, dated on December 15, 2020, for the construction of Contract No. 202055228, Boilers 1, 3, 4, Terminal and AOB Pump Rooms Replacement, Denver International Airport, as set forth in detail in the contract documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said Bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said Bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract for such construction and furnish required Performance and Payment Bond if the Contract is offered him, that said sum be paid immediately to the Obligee as liquidated damages, and not as a Penalty, for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal shall, within the period specified therefor, on the prescribed form presented to him for signature, enter into a written Contract with the Obligee in accordance with his bid as accepted, and give Performance and Payment Bond with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said bid within the time specified, or upon the payment to the Obligee of the sum determined upon herein, as liquidated damages and not as a penalty, in the event the Principal fails to enter into said Contract and give such Performance and Payment Bond within the time specified, then this Obligation shall be null and void, otherwise to remain in full force and effect.

[END OF PAGE]

Signed, sealed and delivered this 15th day of December, 2020.

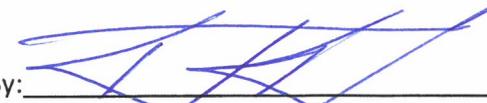
Attest:



Secretary *Kelly George*
[SEAL if bidder a corporation]

Gerald H. Phipps, Inc. dba GH Phipps Construction Company

PRINCIPAL

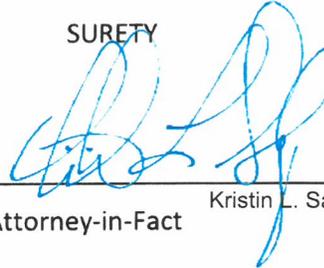
By: 

President *Kurt T. Klanderud*



Continental Casualty Company

SURETY

By: 

Attorney-in-Fact

Kristin L. Salazar



(ATTACH POWER OF ATTORNEY)

Power of Attorney shall be certified as to the date of bid.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kristin L. Salazar , **Individually**

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

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Gerald H. Phipps, Inc. dba GH Phipps Construction Company
Obligee: City and County of Denver

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.

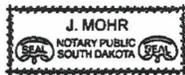


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 15th day of December, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

Attachment 1, Part 8 Schedule of Prices and Quantities

SCHEDULE OF PRICES AND QUANTITIES

The Schedule of Prices and Quantities forms which apply to this contract are contained in the pages immediately following this page.

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



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a 5 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 5 % MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm): Gerald H Phipps, Inc. dba GH Phipps Construction Company

Firm's Representative: Kurt T. Klanderud

Title: President

Signature (Firm's Representative):

Date: 12/15/2020

Address: 5995 Greenwood Plaza Blvd, Suite 100

City: Greenwood Village

State: CO

Zip: 80111

Phone: 303 571-5377

Email: jim.meyer@ghphipps.com



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1A - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS**

City & County of Denver Contract No.: 202055228

The undersigned proposes to utilize all listed firms. Any certified firm listed must be certified by the City and County of Denver and a **Letter of Intent (LOI)** submitted for each. If additional pages are required, please copy and attach the second page. This form must be updated and submitted to DSBO when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Gerald H Phipps, Inc. Contractor/Consultant		
Name of Firm: dba GH Phipps Construction Company		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Kurt T. Klanderud		
Signature:		Date: 12/15/2020
Address: 5995 Greenwood Plaza Blvd, Ste 100		
City: Greenwood Village	State: CO	Zip: 80111
Phone: 303 571-5377	Email: Jim.meyer@ghphipps.com	
Total Contract Value \$:	Self-Performing Contract Value \$:	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: Quality Linings and Painting, Inc		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Kunal Mehra		
Phone: 303 307-1313	Email: kunal@qlapi.com	
Type of Service: High Performance Painting	Contract Value \$: \$66,859.00	
Anticipated Start Date: Fall of 2021	Anticipated Completion Date: Fall of 2023	

Name of Firm: The Art of Concrete, LLC		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)
Firm's Representative: Karen Keys		
Phone: 720 534-5001	Email: karen@theartofconcretellc.com	
Type of Service: Concrete Placement	Contract Value \$: \$158,599.00	
Anticipated Start Date: Fall of 2021	Anticipated Completion Date: Fall of 2023	

Name of Firm: Martinez Fire Protection		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)
Firm's Representative: Johnny Martinez		
Phone: 303 834-5122	Email: john@martinezfireprotection.com	
Type of Service: Fire Protection Install and Labor	Contract Value \$: \$4,522.00	
Anticipated Start Date: Fall of 2021	Anticipated Completion Date: Fall of 2023	



Name of Firm: LEI Companies, Inc.		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Terry Haley			
Phone: 303 961-1435		Email: thaley@leicompanies.com	
Type of Service: Electrical Installation		Contract Value \$: 443,390.00	
Anticipated Start Date: Fall of 2021		Anticipated Completion Date: Fall of 2023	

Name of Firm: Reliant Energy Systems		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Preston Moore			
Phone: 303 284-3674		Email: Preston@resinsulation.com	
Type of Service: Mechanical Insulation		Contract Value \$: 1,015,000.00	
Anticipated Start Date: Fall of 2021		Anticipated Completion Date: Fall of 2023	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:		Contract Value \$:	
Anticipated Start Date:		Anticipated Completion Date:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:		Contract Value \$:	
Anticipated Start Date:		Anticipated Completion Date:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:		Contract Value \$:	
Anticipated Start Date:		Anticipated Completion Date:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:		Contract Value \$:	
Anticipated Start Date:		Anticipated Completion Date:	



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
LETTER OF INTENT (LOI)**

Contract No.: 202055228

Project Name: Boilers 1, 3, 4 Terminal AOB and Pump Rooms Replacement

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Gerald H. Phipps, Inc. dba GH Phipps Construction Company		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Firm's Representative: Kurt T Klanderud		Title: President
Signature (Firm's Representative):		Date: 12/15/20
Address: 5995 Greenwood Plaza Blvd, Ste 100		
City: Greenwood Village	State: CO	Zip: 80111
Phone: 303-571-5377	Email: jim.meyer@ghphipps.com	

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: Quality Linings & Painting, Inc	<input checked="" type="checkbox"/> MWBE(v) <input checked="" type="checkbox"/> SBE(v) <input type="checkbox"/> EBE(v) <input checked="" type="checkbox"/> DBE(v)
Firm's Representative: Kunal Mehra	Title: President
Signature:	Date: 12/3/2020
Address: 8250 E 40th Ave	
City: Denver	State: CO Zip: 80207
Phone: 303-307-1313	Email: kunal@qlapi.com
Scope of Work: High Performance Painting	

NAICS Code(s):

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

\$	%
----	---

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:	
Firm's Representative:	Title:
Signature:	Date:

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



July 29, 2020

Karen Keyes
The Art of Concrete LLC
7845 E Harvard Ave
Denver, CO 80231

Dear: Karen Keyes:

The Division of Small Business Opportunity is pleased to inform you that The Art of Concrete LLC is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

The Art of Concrete LLC is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 238110: CONCRETE FINISHING
NAICS 238110: CONCRETE FLOOR SURFACING
NAICS 238110: CONCRETE REPAIR
NAICS 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION
NAICS 238390: CONCRETE COATING, GLAZING OR SEALING
NAICS 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

The anniversary date of your firm's DBE certification is April 30, 2021. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



July 29, 2020

Karen Keyes
 The Art of Concrete LLC
 7845 E Harvard Ave
 Denver, CO 80231

SUBJECT: Emerging Business Enterprise (EBE) Certification Approval

Dear Karen Keyes:

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO or Division), has approved The Art of Concrete LLC for certification as a **Emerging Business Enterprise (EBE)**. The Art of Concrete LLC will be listed in the City and County of Denver's Emerging Business Enterprise (EBE) [Certification Directory](#). This notification is pursuant to [Article VII of Chapter 28, Div. 3 of the Denver Revised Municipal Code](#) (D.R.M.C. or the Code) Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions.

Listed below is each NAICS code for which The Art of Concrete LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
 NAICS 238110: CONCRETE FINISHING
 NAICS 238110: CONCRETE FLOOR SURFACING
 NAICS 238110: CONCRETE REPAIR
 NAICS 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION
 NAICS 238390: CONCRETE COATING, GLAZING OR SEALING
 NAICS 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

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

Your firm is certified with the following certification dates:

March 17, 2020 to April 30, 2021

Your firm's certification renewal date is:

April 30, 2021

Important Information Regarding Your Certification

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

Please be aware that your firm's EBE certification is valid for three (3) years, but you are **required** to submit a no change affidavit and business taxes **annually** to verify eligibility. It is your responsibility to keep your certification current. Please mark your calendar and begin the renewal process no less than ninety (90) days prior to your renewal date. Your application and all accompanying documents should be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The recertification process may take up to 90 days. **Failure to submit required documentation annually, your certification will be marked expired and removed as an active certification.**

Please add denver@mwdbe.com to your safe sender list because a considerable amount of the communication DSBO sends out comes from the Small Business Certification and Contract Management System.

Be sure to retain this letter as verification of EBE certification standing for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit www.work4denver.com to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit www.denvergov.org/dsbo.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina' followed by a stylized flourish.

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

cc: Atinut Chulajata, Certification Analyst, DSBO
Tammy Trujillo, Certification Supervisor, DSBO
Elly Bacon, Assistant Director, DSBO



July 29, 2020

Karen Keyes
 The Art of Concrete LLC
 7845 E Harvard Ave
 Denver, CO 80231

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification Approval

Dear Karen Keyes:

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO or Division), has approved The Art of Concrete LLC for certification as a **Minority/Women Business Enterprise (MWBE)**. The Art of Concrete LLC will be listed in the City and County of Denver's Minority/Women Business Enterprise (MWBE) Certification Directory. This notification is pursuant to Article VII of Chapter 28, Div. 3 of the Denver Revised Municipal Code (D.R.M.C. or the Code) Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions.

Listed below is each NAICS code for which The Art of Concrete LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
 NAICS 238110: CONCRETE FINISHING
 NAICS 238110: CONCRETE FLOOR SURFACING
 NAICS 238110: CONCRETE REPAIR
 NAICS 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION
 NAICS 238390: CONCRETE COATING, GLAZING OR SEALING
 NAICS 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

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

Your firm is certified with the following certification dates:

March 17, 2020 to April 30, 2021

Your firm's certification renewal date is:

April 30, 2021

Important Information Regarding Your Certification

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

Please be aware that your firm's M/WBE certification is valid for three (3) years, but you are **required** to submit a no change affidavit and business taxes **annually** to verify eligibility. It is your responsibility to keep your certification current. Please mark your calendar and begin the renewal process no less than ninety (90) days prior to your renewal date. Your application and all accompanying documents should be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The recertification process may take up to 90 days. **Failure to submit required documentation annually, your certification will be marked expired and removed as an active certification.**

Please add denver@mwdbe.com to your safe sender list because a considerable amount of the communication DSBO sends out comes from the Small Business Certification and Contract Management System.

Be sure to retain this letter as verification of M/WBE certification standing for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit www.work4denver.com to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit www.denvergov.org/dsbo.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina' followed by a stylized flourish.

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

cc: Atinut Chulajata, Certification Analyst, DSBO
Tammy Trujillo, Certification Supervisor, DSBO
Elly Bacon, Assistant Director, DSBO



July 29, 2020

Karen Keyes
The Art of Concrete LLC
7845 E Harvard Ave
Denver, CO 80231

SUBJECT: Small Business Enterprise (SBE) Certification Approval

Dear Karen Keyes:

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO or Division), has approved The Art of Concrete LLC for certification as a **Small Business Enterprise (SBE)**. The Art of Concrete LLC will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory. This notification is pursuant to Article VII of Chapter 28, Div. 3 of the Denver Revised Municipal Code (D.R.M.C. or the Code) Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions.

Listed below is each NAICS code for which The Art of Concrete LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 238110: CONCRETE FINISHING
NAICS 238110: CONCRETE FLOOR SURFACING
NAICS 238110: CONCRETE REPAIR
NAICS 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION
NAICS 238390: CONCRETE COATING, GLAZING OR SEALING
NAICS 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

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

Your firm is certified with the following certification dates:

March 17, 2020 to April 30, 2021

Your firm's certification renewal date is:

April 30, 2021

Important Information Regarding Your Certification

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

Please be aware that your firm's SBE certification is valid for three (3) years, but you are **required** to submit a no change affidavit and business taxes **annually** to verify eligibility. It is your responsibility to keep your certification current. Please mark your calendar and begin the renewal process no less than ninety (90) days prior to your renewal date. Your application and all accompanying documents should be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The recertification process may take up to 90 days. **Failure to submit required documentation annually, your certification will be marked expired and removed as an active certification.**

Please add denver@mwdbe.com to your safe sender list because a considerable amount of the communication DSBO sends out comes from the Small Business Certification and Contract Management System.

Be sure to retain this letter as verification of SBE certification standing for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit www.work4denver.com to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit www.denvergov.org/dsbo.

If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at tammy.trujillo@denvergov.org

A handwritten signature in black ink, appearing to read 'Adrina Gibson', with a stylized flourish at the end.

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

cc: Atinut Chulajata, Certification Analyst, DSBO
Tammy Trujillo, Certification Supervisor, DSBO
Elly Bacon, Assistant Director, DSBO



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
LETTER OF INTENT (LOI)**

Contract No.: 202055228 Project Name: Boilers 1, 3, 4 Terminal AOB and Pump Rooms Replacement

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Gerald H. Phipps, Inc. dba GH Phipps Construction Company		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Firm's Representative: Kurt T. Klanderud	Title: President	
Signature (Firm's Representative):	Date: 12/15/20	
Address: 5995 Greenwood Plaza Blvd, Ste 100		
City: Greenwood Village	State: CO	Zip: 80111
Phone: 303 571-5377	Email: Jim.meyer@ghphipps.com	

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: The Art of Concrete LLC	<input checked="" type="checkbox"/> MWBE(v)	<input checked="" type="checkbox"/> SBE(v)
	<input checked="" type="checkbox"/> EBE(v)	<input checked="" type="checkbox"/> DBE(v)
Firm's Representative: Karen Keyes	Title: President	
Signature:	Date: 12/15/2020	
Address: 7845 E Harvard Ave.		
City: Denver	State: CO	Zip: 80231
Phone: 720-534-5001	Email: karen@theartofconcretellc.com	
Scope of Work: Concrete Placement		

NAICS Code(s): 238110

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

\$	%
----	---

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:	
Firm's Representative:	Title:
Signature:	Date:

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



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
LETTER OF INTENT (LOI)**

Contract No.: 202055228

Project Name: Boilers 1, 3, 4 Terminal AOB and Pump Rooms Replacement

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Gerald H. Phipps, Inc. dba GH Phipps Construction Company

Self-Performing:
 Yes No

Firm's Representative: Kurt T Klanderud

Title: President

Signature (Firm's Representative):

Date: 12/15/20

Address: 5995 Greenwood Plaza Blvd, Ste 100

City: Greenwood Village

State: CO

Zip: 80111

Phone: 303 571-5377

Email: jim.meyer@ghphipps.com

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: Martinez Fire Protection

 MWBE(v) SBE(v)
 EBE(v) DBE(v)

Firm's Representative: Johnny Martinez

Title: Owner

Signature:

Date: 12/11/20

Address: 6682 Fig St

City: Arvada

State: CO

Zip: 80004

Phone: 303-834-5122

Email: john@martinezfireprotection.com

Scope of Work: Fire Protection Install Labor

NAICS Code(s): Division 21

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

\$ 4,522.00

%

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm: Niels

Name of Firm: Western States Fire Protection

Firm's Representative: Niels Morck

Title: Project Manager

Signature:

Date: 12/11/20

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



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
LETTER OF INTENT (LOI)**

Contract No.: 202055228

Project Name: Terminal AOB and Pump Rooms Replacement

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Gerald H. Phipps, Inc. dba GH Phipps Construction Company Self-Performing:
 Yes No

Firm's Representative: Kurt T Klanderud Title: President

Signature (Firm's Representative):  Date: 12/15/20

Address: 5995 Greenwood Plaza Blvd, Ste 100

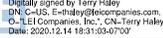
City: Greenwood Village State: CO Zip: 80111

Phone: 303 571-5377 Email: jim.meyer@ghphipps.com

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: LEI Companies, Inc. MWBE(v) SBE(v)
 EBE(v) DBE(v)

Firm's Representative: Terry Haley Title: Senior Estimator

Signature: Terry Haley  Date: 12/14/20
Digitally signed by Terry Haley
 DN: c=US, E=thaley@leicompanies.com,
 O=LEI Companies, Inc., CN=Terry Haley
 Date: 2020.12.14 16:31:03-07'00'

Address: 14828 W. 6th Ave.

City: Golden State: CO Zip: 80401

Phone: 303.961.1435 Email: thaley@leicompanies.com

Scope of Work: Electrical Installation

NAICS Code(s): 238210

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

\$ 443,390	100 %
------------	-------

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm: Johnson Controls Inc.

Firm's Representative: Rey Medina Title: Account Executive

Signature:  Date: 11/14/20

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



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

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

July 7, 2020

Brandon Berumen
LEI Companies, Inc. DBA Not Applicable
14828 W. 6th Ave., Unit 12-B
Golden, CO 80401

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification Approval

Dear Brandon Berumen:

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO or Division), has approved LEI Companies, Inc. DBA Not Applicable for certification as a **Minority/Women Business Enterprise (MWBE)**. LEI Companies, Inc. DBA Not Applicable will be listed in the City and County of Denver's Minority/Women Business Enterprise (MWBE) [Certification Directory](#). This notification is pursuant to [Article VII of Chapter 28, Div. 3 of the Denver Revised Municipal Code](#) (D.R.M.C. or the Code) Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions.

Listed below is each NAICS code for which LEI Companies, Inc. DBA Not Applicable is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

NAICS 238210: BUILDING AUTOMATION SYSTEM INSTALLATION CONTRACTORS
NAICS 238210: ELECTRICAL CONTRACTORS
NAICS 238210: LIGHTING SYSTEM INSTALLATION
NAICS 238210: LOW VOLTAGE ELECTRICAL WORK
NAICS 238210: SECURITY AND FIRE SYSTEM, INSTALLATION ONLY

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

Your firm is certified with the following certification dates:

July 7, 2020 to July 31, 2022

Your firm's certification renewal date is:

July 31, 2021

Important Information Regarding Your Certification

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

Please be aware that your firm's M/WBE certification is valid for three (3) years, but you are **required** to submit a no change affidavit and business taxes **annually** to verify eligibility. It is your responsibility to keep your certification current. Please mark your calendar and begin the renewal process no less than ninety (90) days prior to your renewal date. Your application and all accompanying documents should be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The recertification process may take up to 90 days. **Failure to submit required documentation annually, your certification will be marked expired and removed as an active certification.**

Please add denver@mwdbe.com to your safe sender list because a considerable amount of the communication DSBO sends out comes from the Small Business Certification and Contract Management System.

DocuSign Envelope ID: 9162BE75-E3D9-4F54-9475-1C56B4C6FF94 ding for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit www.work4denver.com to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit www.denvergov.org/dsbo.

If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at tammy.trujillo@denvergov.org

Sincerely,



Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

cc: Atinut Chulajata, Certification Analyst, DSBO
Tammy Trujillo, Certification Supervisor, DSBO
Elly Bacon, Assistant Director, DSBO



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

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

July 7, 2020

Brandon Berumen
LEI Companies, Inc. DBA Not Applicable
14828 W. 6th Ave., Unit 12-B
Golden, CO 80401

SUBJECT: Small Business Enterprise (SBE) Certification Approval

Dear Brandon Berumen:

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO or Division), has approved LEI Companies, Inc. DBA Not Applicable for certification as a **Small Business Enterprise (SBE)**. LEI Companies, Inc. DBA Not Applicable will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory. This notification is pursuant to Article VII of Chapter 28, Div. 3 of the Denver Revised Municipal Code (D.R.M.C. or the Code) Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions.

Listed below is each NAICS code for which LEI Companies, Inc. DBA Not Applicable is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

NAICS 238210: BUILDING AUTOMATION SYSTEM INSTALLATION CONTRACTORS
NAICS 238210: ELECTRICAL CONTRACTORS
NAICS 238210: LIGHTING SYSTEM INSTALLATION
NAICS 238210: LOW VOLTAGE ELECTRICAL WORK
NAICS 238210: SECURITY AND FIRE SYSTEM, INSTALLATION ONLY

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

Your firm is certified with the following certification dates:

July 7, 2020 to July 31, 2022

Your firm's certification renewal date is:

July 31, 2021

Important Information Regarding Your Certification

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

Please be aware that your firm's SBE certification is valid for three (3) years, but you are **required** to submit a no change affidavit and business taxes **annually** to verify eligibility. It is your responsibility to keep your certification current. Please mark your calendar and begin the renewal process no less than ninety (90) days prior to your renewal date. Your application and all accompanying documents should be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The recertification process may take up to 90 days. **Failure to submit required documentation annually, your certification will be marked expired and removed as an active certification.**

Please add denver@mwdbe.com to your safe sender list because a considerable amount of the communication DSBO sends out comes from the Small Business Certification and Contract Management System.

DocuSign Envelope ID: 9162BE75-E3D9-4F54-9475-1C56B4C6FF94 g for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit www.work4denver.com to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit www.denvergov.org/dsbo.

If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at tammy.trujillo@denvergov.org

Sincerely,



Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

cc: Atinut Chulajata, Certification Analyst, DSBO
Tammy Trujillo, Certification Supervisor, DSBO
Elly Bacon, Assistant Director, DSBO



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

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

July 7, 2020

Brandon Berumen
LEI Companies, Inc. DBA Not Applicable
14828 W. 6th Ave., Unit 12-B
Golden, CO 80401

Dear: Brandon Berumen:

The Division of Small Business Opportunity is pleased to inform you that LEI Companies, Inc. DBA Not Applicable is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

LEI Companies, Inc. DBA Not Applicable is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 238210: BUILDING AUTOMATION SYSTEM INSTALLATION CONTRACTORS
NAICS 238210: ELECTRICAL CONTRACTORS
NAICS 238210: LIGHTING SYSTEM INSTALLATION
NAICS 238210: LOW VOLTAGE ELECTRICAL WORK
NAICS 238210: SECURITY AND FIRE SYSTEM, INSTALLATION ONLY

The anniversary date of your firm's DBE certification is July 31, 2021. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
LETTER OF INTENT (LOI)**

Contract No.: 202055228 Project Name: Boilers 1, 3, 4 Terminal AOB and Pump Rooms Replacement

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Gerald H. Phipps, Inc. dba GH Phipps Construction Company Self-Performing: Yes No

Firm's Representative: Kurt T Klanderud Title: President

Signature (Firm's Representative): [Signature] Date: 12/15/20

Address: 5995 Greenwood Plaza Blvd, Ste 100

City: Greenwood Village State: CO Zip: 80111

Phone: 303 571-5377 Email: jim.meyer@ghphipps.com

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: Reliant Energy Systems Inc. MWBE(v) SBE(v)
 EBE(v) DBE(v)

Firm's Representative: Preston Moore Title: Project Manager

Signature: [Signature] Date: 12/2/20

Address: 10230 S. Progress Way

City: Parker State: CO Zip: 80134

Phone: 303-284-3674 Email: preston@resinsulation.com

Scope of Work: Mechanical Insulation

NAICS Code(s): 238290, 238310

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

\$ 1,015,000.00 (including bond) 100 %

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm: RK Mechanical Inc

Firm's Representative: Kevin Disotelle Title: President

Signature: Kevin Disotelle Date: 12/15/2020

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

Certified Profile

CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Reliant Energy Systems, Inc.	
OWNER	Ms. Shula Gorski	
ADDRESS	10230 S Progress Way Parker, CO 80134-6663	Map This Address
PHONE	303-284-3674	
FAX	303-954-8957	
EMAIL	shula@resinsulation.com	
WEBSITE	reliantinsulation.com	

Certification Information

CERTIFYING AGENCY	City and County of Denver
CERTIFICATION TYPE	MWBE - Minority/Women Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Install and supply thermal pipe, duct work and equipment insulation for mechanical HVAC Piping, HVAC Duct work, Plumbing Piping, HVAC and Plumbing Equipment and provide energy conservation and efficiency, erect and dismantle scaffolding.

Commodity Codes

Code	Description
NAICS 238290	Boiler and pipe insulation installation
NAICS 238310	Insulation contractors
NAICS 238990	Scaffold erecting and dismantling

IX. ATTACHMENT 3, FORM W-9

FORM W-9

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

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Gerald H. Phipps, Inc		
	2 Business name/disregarded entity name, if different from above dba GH Phipps Construction Companies		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 5995 Greenwood Plaza Blvd. Ste 100		Requester's name and address (optional)
	6 City, state, and ZIP code Greenwood Village, CO 80111		
	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	4	-	0	4	2	3	3	5	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Margo Legusi</i>	Date ▶ 1/2/2020
------------------	--	-----------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



June 4, 2020

Ms. Marissa Sproul
GH Phipps Construction Companies
5995 Greenwood Plaza
Suite 100
Greenwood Village, CO 80111

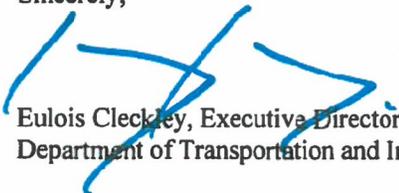
Dear Ms. Sproul:

The Contractor's Prequalification Board has reviewed the application submitted by your firm. The Board has recommended that your firm be allowed to bid City and County of Denver construction projects requiring approval in the following categories **2A-General Building - Unoccupied at \$50,000,000.00, 2B-General Building - Occupied at \$50,000,000.00**. The Executive Director of the Department of Aviation and I have reviewed the recommendation and approve your prequalification. Your firm will not need to prequalify for bids that open prior to Friday, April 30, 2021.

Compliance with the "Rules for Prequalification of Construction Contractors" with the Departments of Aviation and Transportation and Infrastructure of the City and County of Denver is necessary in order to ensure acceptable bids. Should you wish to bid on any other project in which the cost of construction is estimated to exceed your bid limit, or if you intend to participate in excess of \$1,000,000 in a joint venture, you must submit a written request for further consideration by the Prequalification Board.

We appreciate your interest in bidding on City and County of Denver contracts and look forward to working with you in the future. Should you have any questions concerning the prequalification process, do not hesitate to contact us at 720.865.2539.

Sincerely,



Eulois Cleckley, Executive Director
Department of Transportation and Infrastructure

cc: Prequalification Board File

City and County of Denver Department of Transportation & Infrastructure
Office of the Executive Director
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/dot
Phone: 720-865-8630

Reference #	13432252
Status	Complete
Business Email Address	Rebecca.Jivan@ghphipps.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation.	pw.procurement@denvergov.org
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	Boilers 1,3,4 Terminal and AOB Pump Rooms Replacement
Solicitation No. (Check Below if Not Applicable)	202055228
Name of Your Company	Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Company
What Industry is Your Business?	Construction/Landscape/Maintenance Services
Address	5995 Greenwood Plaza Blvd, Suite 100
City	Greenwood Village
State	Colorado
Zip Code	80111
Business Phone Number	303-571-5377
Business Facsimile Number	303-629-7467
1. How many employees does your company employ?	Over 100
Number of Full Time:	98
Number of Part Time:	2
2. Do you have a Diversity and Inclusiveness Program?	Yes
2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities?	No
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)	Please see attached.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)	<ul style="list-style-type: none"> • Public EEO Postings • Other (Posters & Handbook, Company Intranet, all Job Postings, all Contracts)
5. How often do you provide training and diversity and inclusiveness principles?	Other (Included in Respect in Workplace Training)
5.1 What percentage of the total number of employees generally participate?	76-100%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)	GH Phipps actively participates in many Outreach Programs and is extremely committed to achieve a diversity and inclusiveness procurement program which promotes the success of MWBE/Small Business. Our company's Small Business Liaison Officer, Karen Mueller is very active with this program. We recently completed an SBA approved 5 year Successful Mentor Protégé program where we provide guidance for company growth and sustainability. Additionally, we provide outside counseling to small businesses on how to improve their strategic planning and processes.
7. Do you have a diversity and inclusiveness committee?	No
7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below)	We will continue to adopt and include diversity initiatives but currently do not have plans to create a "program". This position is revisited periodically to see if current efforts are becoming insufficient to meet goals.
8. Do you have a budget for diversity and inclusiveness efforts?	No
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	Yes
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	James Meyer
Today's Date	11-23-2020
NOTE: Attach additional sheets or documentation as necessary for a complete response.	Diversity.pdf (72k)
Last Update	2020-11-23 16:34:59
Start Time	2020-11-23 15:59:52
Finish Time	2020-11-23 16:34:59

IP	50.238.151.18
Browser	Chrome
Device	Desktop
Referrer	https://fs7.formsite.com/CCDenver/form161/index.html

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GERALD H. PHIPPS, INC.

is a

Corporation

formed or registered on 11/25/1952 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871122760 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/11/2020 that have been posted, and by documents delivered to this office electronically through 12/15/2020 @ 08:37:30 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/15/2020 @ 08:37:30 in accordance with applicable law. This certificate is assigned Confirmation Number 12787729 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
 CONTRACT NO. 202055228

Base Scope - Schedule of Prices and Quantities

ITEM NO.	DESCRIPTION AND PRICE	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
GENERAL REQUIREMENTS					
01 50 50	Mobilization Five thousand _____ dollars and zero _____ cents. (\$ 5,000.00 _____) lump sum.	1	LS	5,000.00	5,000.00
01 66 10	Storage (offsite) n/a _____ dollars and _____ cents. (\$ _____) per lump sum.	1	LS	n/a	n/a
01 31 00	Project Management and Coordination Five hundred fifty-four thousand one hundred twenty-four _____ dollars and zero _____ cents. (\$ 554,124.00 _____) per lump sum.	1	LS	554,124.00	554,124.00
IFB	Textura Fee Twenty-two thousand one hundred five _____ dollars and zero _____ cents. (\$ 22,105.00 _____) per lump sum.	1	LS	22,105.00	22,105.00
Remainder of Division 01	Remaining General Requirements Ninety-two thousand five hundred nineteen _____ dollars and zero _____ cents. (\$ 92,519.00 _____) per lump sum.	1	LS	92,519.00	92,519.00
Division Subtotal					\$ 673,748.00
EXISTING CONDITIONS					
Division 2	Selective Demolition One hundred eighty-three thousand nine hundred ninety-three _____ dollars and zero _____ cents. (\$ 183,993.00 _____) per Lump Sum.	1	LS	183,993.00	183,993.00
Division Subtotal					\$ 183,993.00
CONCRETE					
Division 3	Cast-in-Place Concrete One hundred fifty-eight thousand five hundred ninety-nine _____ dollars and zero _____ cents. (\$ 158,599.00 _____) per Lump Sum.	1	LS	158,599.00	158,599.00
Division Subtotal					\$ 158,599.00
MASONRY					
Division 4	Unit Masonry Fourteen thousand six hundred ninety-eight _____ dollars and zero _____ cents. (\$ 14,698.00 _____) per Lump Sum.	1	LS	14,698.00	14,698.00
Division Subtotal					\$ 14,698.00 -
METALS					
Division 5	Metals Two hundred four thousand thirty-two _____ dollars and zero _____ cents. (\$ 204,032.00 _____) per Lump Sum.	1	LS	204,032.00	204,032.00
Division Subtotal					\$ 204,032.00
THERMAL MOISTURE PROTECTION					
Division 7	Firestopping n/a (see allowance page 4) _____ dollars and _____ cents. (\$ _____) per Lump Sum.	1	LS		
Division Subtotal					\$ n/a -
OPENINGS					
Division 8	Openings Five thousand two hundred eighty-two _____ dollars and zero _____ cents. (\$ 5,282.00 _____) per Lump Sum.	1	LS	5,282.00	5,282.00
Division Subtotal					\$ 5,282.00 -

DENVER INTERNATIONAL AIRPORT
SCHEDULE OF PRICES AND QUANTITIES
Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
CONTRACT NO. 202055228

FINISHES

Division 9	High Performance Coatings	1	LS	<u>66,859.00</u>	<u>66,859.00</u>
	Sixty-six thousand eight hundred fifty-nine dollars				
	and zero cents.				
	(\$ 66,859.00) per Lump Sum.				
Division Subtotal					<u>\$ 66,859.00 -</u>

DENVER INTERNATIONAL AIRPORT
SCHEDULE OF PRICES AND QUANTITIES
Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
CONTRACT NO. 202055228

FIRE SUPPRESSION

Division 21	Fire Suppression	1	LS	<u>8,577.00</u>	<u>8,577.00</u>
	Eight thousand five hundred seventy-seven dollars				
	and zero cents.				
	(\$ <u>8,577.00</u>) per Lump Sum.				
Division Subtotal					\$ <u>8,577.00</u>

PLUMBING

Division 22	Plumbing	1	LS	<u>32,403.00</u>	<u>32,403.00</u>
	Thirty-two thousand four hundred three dollars				
	and zero cents.				
	(\$ <u>32,403.00</u>) per Lump Sum.				
Division Subtotal					\$ <u>32,403.00</u>

HVAC - Central Utility Plant (Boiler Room)

235233 - CUP	Hot Water-Tube Boilers	1	LS	<u>1,951,741.00</u>	<u>1,951,741.00</u>
	One million nine hundred fifty-one thousand seven hundred forty-one dollars				
	and zero cents.				
	(\$ <u>1,951,741.00</u>) lump sum.				
232123 - CUP	Hydronic Pumps (6 Hot Water Pumps)	1	LS	<u>48,750.00</u>	<u>48,750.00</u>
	Forty-eight thousand seven hundred fifty dollars				
	and zero cents.				
	(\$ <u>48,750.00</u>) per lump sum.				
Remainder of Division 23 - CUP	Remaining HVAC Requirements	1	LS	<u>5,722,304.00</u>	<u>5,722,304.00</u>
	Five million seven hundred twenty-two thousand three hundred four dollars				
	and zero cents.				
	(\$ <u>5,722,304.00</u>) per lump sum.				
HVAC Division Subtotal					\$ <u>7,722,795.00</u>

HVAC - Terminal Pump Room

232123 - TML	Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps)	1	LS	<u>65,945.00</u>	<u>65,945.00</u>
	Sixty-five thousand nine hundred forty-five dollars				
	and zero cents.				
	(\$ <u>65,945.00</u>) per lump sum.				
Remainder of Division 23 - TML	Remaining HVAC Requirements	1	LS	<u>2,230,655.00</u>	<u>2,230,655.00</u>
	Two million two hundred thirty thousand six hundred fifty-five dollars				
	and zero cents.				
	(\$ <u>2,230,655.00</u>) per lump sum.				
TML HVAC Subtotal					\$ <u>2,296,600.00</u>

HVAC - Airport Office Building Pump Room

232123 - AOB	Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps)	1	LS	<u>27,866.00</u>	<u>27,866.00</u>
	Twenty-seven thousand eight hundred sixty-six dollars				
	and zero cents.				
	(\$ <u>27,866.00</u>) per lump sum.				
Remainder of Division 23 - AOB	Remaining HVAC Requirements	1	LS	<u>1,531,134.00</u>	<u>1,531,134.00</u>
	One million five hundred thirty-one thousand one hundred thirty-four dollars				
	and zero cents.				
	(\$ <u>1,531,134.00</u>) per lump sum.				
TML HVAC Subtotal					\$ <u>1,559,000.00</u>

ELECTRICAL

262923	Variable-Frequency Motor Controllers	1	LS	<u>253,195.00</u>	<u>253,195.00</u>
	Two hundred fifty-three thousand one hundred ninety-five dollars				
	and zero cents.				
	(\$ <u>253,195.00</u>) per lump sum.				
Remainder of Division 26	Remaining Electrical Requirements	1	LS	<u>487,518.00</u>	<u>487,518.00</u>
	Four hundred eighty-seven thousand five hundred eighteen dollars				
	and zero cents.				
	(\$ <u>487,518.00</u>) per Lump Sum.				
Electrical Division Subtotal					\$ <u>740,713.00</u>

Allowances (Include as part of your Bid)

Allowance 1	Temporary Cooling Rental Equipment (Q & A No.77)				\$ 150,000.00
	Include this amount in your bid				

DENVER INTERNATIONAL AIRPORT
SCHEDULE OF PRICES AND QUANTITIES
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CONTRACT NO. 202055228

Allowance 2	
Remainder of Division 26	Fire Rating Remediation for existing conditions Include this amount in your bid
	\$ 100,000.00

Base Scope Total: <u>1 LS</u> \$ 13,917,299.00	
--	--

DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
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Equipment Selection:
 This section is to be used to identify Boiler and Burner selections. All equipment identified within this section shall be for information only. This section will not impact bid awards, but is a requirement to have a complete bid package.

FLEXIBLE WATER-TUBE BOILERS

Boiler
 Manufacturer Superior Boiler Model Number: 20-HWG-150
 Model Number WM-GL50/2, ZM-R-4LN
 Catalog Number LTHW

BURNERS

Burner
 Manufacturer Weishaupt Duel Fuel Burners
 Model Number WM-GL50/2 ZM-R-4LN
 Catalog Number WM-50

Inclusions and Exclusions:
 Provide a breakout of inclusions and exclusions by discipline. This section is a requirement to have a complete bid package. Complete each section. Respond with "NA" if you do not have any response for a specific section.

GENERAL REQUIREMENTS

01 50 50	Mobilization Include description of inclusions and exclusions pertinent to this section.
01 66 10	Storage (offsite) Include description of inclusions and exclusions pertinent to this section.
01 31 00	Project Management and Coordination Include description of inclusions and exclusions pertinent to this section.
IFB	Textura Fee Include description of inclusions and exclusions pertinent to this section. Included with sales tax per AOB file fee structure.
Remainder of Division 01	Remaining General Requirements Include description of inclusions and exclusions pertinent to this section. We have included a 1 year project warranty. We have included a building permit and plan check fee. We have not included utility consumption charges (power, water, gas, etc). We have not included a full-time QC manager.

EXISTING CONDITIONS

Division 2	Selective Demolition Include description of inclusions and exclusions pertinent to this section. We have not included new structure or temporary shoring for W16x77 beam removal. Structural sheets do not indicate new structure going in.
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CONCRETE

Division 3	Cast-in-Place Concrete Include description of inclusions and exclusions pertinent to this section.
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MASONRY

Division 4	Unit Masonry Include description of inclusions and exclusions pertinent to this section.
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DENVER INTERNATIONAL AIRPORT
 SCHEDULE OF PRICES AND QUANTITIES
 Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
 CONTRACT NO. 202055228

METALS

Division 5 Metals
 Include description of inclusions and exclusions pertinent to this section.
 We have not included 5/s5.02. This detail does not appear to be used on the contract drawings.

THERMAL MOISTURE PROTECTION

Division 7 Firestopping
 Include description of inclusions and exclusions pertinent to this section.
 n/a. See allowance.

OPENINGS

Division 8 Openings
 Include description of inclusions and exclusions pertinent to this section.
 We have included a closer (not listed in specs but required).

FINISHES

Division 9 High Performance Coatings
 Include description of inclusions and exclusions pertinent to this section.
 We have not included work associated with specification sections 092216 and 092900. These sections are included in specs, but are not shown on the drawings.

FIRE SUPPRESSION

Division 21 Fire Suppression
 Include description of inclusions and exclusions pertinent to this section.

PLUMBING

Division 22 Plumbing
 Include description of inclusions and exclusions pertinent to this section.

HVAC - Central Utility Plant (Boiler Room)

235233 - CUP Hot Water-Tube Boilers
 Include description of inclusions and exclusions pertinent to this section.

232123 - CUP Hydronic Pumps (6 Hot Water Pumps)
 Include description of inclusions and exclusions pertinent to this section.

Remainder of Remaining HVAC Requirements
 Include description of inclusions and exclusions pertinent to this section.
Division 23 - CUP We have not included 23 07 19 3.3B - Surface Prep. We have not included costs for Independent testing agency for weld inspections (or anything else, Addendum 3 appears to note this is by DEN). If ITA is required by contractor for weld testing please add \$300,000.00.

HVAC - Terminal Pump Room

232123 - TML Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps)
 Include description of inclusions and exclusions pertinent to this section.

Remainder of Remaining HVAC Requirements
 Include description of inclusions and exclusions pertinent to this section.
Division 23 - TML Detail 4 and 5 on sheet M5.03 (phase 1 pump rooms) shows a chilled water bypass to include temporary valving and components. Specification 011400 appendix A 1.2-A notes a requirement for pumps. Our price includes one pump equal in size to the specified new pump and electrical necessary to run; no temporary controls are included, per room.

DENVER INTERNATIONAL AIRPORT
SCHEDULE OF PRICES AND QUANTITIES
Boiler 1, 3, 4 Replacement Phase II Boilers and AOB TML Pump Rooms
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HVAC - Airport Office Building Pump Room

232123 - AOB Hydronic Pumps (4 Hot Water Pumps and 4 Chilled Water Pumps)
Include description of inclusions and exclusions pertinent to this section.

Remainder of Remaining HVAC Requirements
Division 23 - Include description of inclusions and exclusions pertinent to this section.

AOB Detail 4 and 5 on sheet M5.03 (phase 1 pump rooms) shows a chilled water bypass to include temporary valving and components. Specification 011400 appendix A 1.2-A notes a requirement for pumps. Our price includes one pump equal in size to the specified new pump and electrical necessary to run; no temporary controls are included, per room.

ELECTRICAL

262923 Variable-Frequency Motor Controllers
Include description of inclusions and exclusions pertinent to this section.

Remainder of Remaining Electrical Requirements
Division 26 - Include description of inclusions and exclusions pertinent to this section.

END

Activity ID	Activity Name	DUR	Start	Finish	2021 2022 2023																																			
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
21.0703 Boiler 1,3,4 Terminal and AOB Pump Room Replacement																																								
PRECONSTRUCTION																																								
P1.00100	Bid Opening	0	08-Dec-20	08-Dec-20	◆ Bid Opening																																			
Procurement																																								
Award Contractors																																								
P1.100	Award Mechanical/Electrical/Controls Contracts	15	08-Dec-20	29-Dec-20	Award Mechanical/Electrical/Controls Contracts																																			
P1.140	Structural Steel Contractor	15	08-Dec-20	29-Dec-20	Structural Steel Contractor																																			
P1.150	Boiler Flue Contractor	15	08-Dec-20	29-Dec-20	Boiler Flue Contractor																																			
Submittals																																								
P1.110	Boiler Submittals	30	30-Dec-20	10-Feb-21	Boiler Submittals																																			
P1.160	Submittals for PACO KP 5012 Pumps (Boiler Room)	30	30-Dec-20	10-Feb-21	Submittals for PACO KP 5012 Pumps (Boiler Room)																																			
P1.170	Submittals for Grundfos VLS 40127 Pumps (AOB)	30	30-Dec-20	10-Feb-21	Submittals for Grundfos VLS 40127 Pumps (AOB)																																			
P1.180	Submittals for Grundfos VLS 80123 Pumps (TML)	30	30-Dec-20	10-Feb-21	Submittals for Grundfos VLS 80123 Pumps (TML)																																			
P1.190	Submittals for Misc Other Mech Equipment	30	30-Dec-20	10-Feb-21	Submittals for Misc Other Mech Equipment																																			
P1.360	Detail Steel Supports for AOB and TML Pump Rooms	30	30-Dec-20	10-Feb-21	Detail Steel Supports for AOB and TML Pump Rooms																																			
P1.300	Design Boiler Flue's	30	11-Feb-21	24-Mar-21	Design Boiler Flue's																																			
P1.330	Detail Steel Supports for Boiler Flue	30	25-Mar-21	05-May-21	Detail Steel Supports for Boiler Flue																																			
Approvals																																								
P1.200	Review and Approval Boiler Submittals	10	11-Feb-21	24-Feb-21	Review and Approval Boiler Submittals																																			
P1.210	Review and Approve PACO KP 5012 Pumps (Boiler Room)	10	11-Feb-21	24-Feb-21	Review and Approve PACO KP 5012 Pumps (Boiler Room)																																			
P1.220	Review and Approve Grundfos VLS 40127 Pumps (AOB)	10	11-Feb-21	24-Feb-21	Review and Approve Grundfos VLS 40127 Pumps (AOB)																																			
P1.230	Review and Approve Grundfos VLS 80123 Pumps (TML)	10	11-Feb-21	24-Feb-21	Review and Approve Grundfos VLS 80123 Pumps (TML)																																			
P1.240	Review and Approve Misc Other Mech Equipment	15	11-Feb-21	03-Mar-21	Review and Approve Misc Other Mech Equipment																																			
P1.370	Review and Approval Steel Supports for AOB and TML Pump Rooms	10	11-Feb-21	24-Feb-21	Review and Approval Steel Supports for AOB and TML Pump Rooms																																			
P1.310	Review and Approval Boiler Flue Design	10	25-Mar-21	07-Apr-21	Review and Approval Boiler Flue Design																																			
P1.340	Review and Approval Boiler Flue Steel Supports	10	06-May-21	19-May-21	Review and Approval Boiler Flue Steel Supports																																			
Fabrication and Delivery																																								
P1.250	Fabricate/Deliver Boilers	120	25-Feb-21	13-Aug-21	Fabricate/Deliver Boilers																																			
P1.260	Fabricate/Deliver PACO KP 5012 Pumps (Boiler Room)	40	25-Feb-21	21-Apr-21	Fabricate/Deliver PACO KP 5012 Pumps (Boiler Room)																																			
P1.270	Fabricate/Deliver Grundfos VLS 40127 Pumps (AOB)	40	25-Feb-21	21-Apr-21	Fabricate/Deliver Grundfos VLS 40127 Pumps (AOB)																																			
P1.280	Fabricate/Deliver Grundfos VLS 80123 Pumps (TML)	40	25-Feb-21	21-Apr-21	Fabricate/Deliver Grundfos VLS 80123 Pumps (TML)																																			
P1.380	Fabricate/Deliver Steel Supports for AOB and TML Pump Rooms	30	25-Feb-21	07-Apr-21	Fabricate/Deliver Steel Supports for AOB and TML Pump Rooms																																			
P1.290	Fabricate/Deliver Misc Other Mech Equipment	75	04-Mar-21	17-Jun-21	Fabricate/Deliver Misc Other Mech Equipment																																			
P1.320	Fabricate/Deliver Boiler Flues	80	08-Apr-21	30-Jul-21	Fabricate/Deliver Boiler Flues																																			
P1.350	Fabricate/Deliver Steel Supports for Boiler Flue	50	20-May-21	30-Jul-21	Fabricate/Deliver Steel Supports for Boiler Flue																																			
CONSTRUCTION																																								
C.05000	Start Construction	0	01-Sep-21		◆ Start Construction																																			
C.05010	Construction - PROPOSED	537	01-Sep-21	11-Oct-23	Construction - PROPOSED																																			
C.05020	Project Complete	0		11-Oct-23	◆ Pro																																			
Phase # 1 Common Headers																																								
MM.40060	Mobilize to Site	10	01-Sep-21*	15-Sep-21	Mobilize to Site																																			
MM.40070	Temporary Barriers	7	16-Sep-21*	24-Sep-21	Temporary Barriers																																			
MM.40010	Common Headers	84	01-Dec-21*	30-Mar-22	Common Headers																																			
MM.41130	Exhaust Flue Modifications	15	01-Dec-21	21-Dec-21	Exhaust Flue Modifications																																			
MM.41120	New Heating Water Balancing Valves for Boilers 2,5a,5b	10	08-Dec-21	21-Dec-21	New Heating Water Balancing Valves for Boilers 2,5a,5b																																			
MM.41140	Boiler B-2,B-5A and B5B blow -down pipe replacement	10	22-Dec-21	06-Jan-22	Boiler B-2,B-5A and B5B blow -down pipe replacement																																			
Phase # 2 Boiler # 1																																								
MM.40020	Safe/Off Boiler # 1 and Related Pumps - Phase # 2 (B1)	2	08-Feb-22	09-Feb-22	Safe/Off Boiler # 1 and Related Pumps - Phase # 2 (B1)																																			

■ Remaining Level of Effort ■ Remaining Work
■ Actual Level of Effort ■ Critical Remaining Work
■ Actual Work ◆ Milestone



