

## C O N T R A C T

**THIS CONTRACT**, made and entered into as of the date indicated on the City signature page below, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the “**CITY**” and PCL CONSTRUCTION SERVICES, INC., a Colorado corporation, hereinafter referred to as the “**CONTRACTOR**.”

### 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 to repair sumps and replace accessories for 41 sumps in Concourses B and C issued under Contract No. 201950765 at Denver International Airport (DEN); and

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

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

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

**ARTICLE I - CONTRACT DOCUMENTS**: It is agreed by the parties that the instruments, drawings, and documents described below and attached to and bound with this Contract (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 Project Manual and Invitation for Bid and Contractor’s Response

In the event of an irreconcilable conflict between a provision of Article I through XXIX 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 Project Manual and Invitation for Bid and Contractor’s Response
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 E)
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

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

**ARTICLE III - TERMS OF PERFORMANCE:** The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Senior Vice President – Airport Infrastructure Management and agrees to fully complete the Work in its entirety within 365 consecutive calendar days from the date of the Notice to Proceed. This period of performance is also referred to as the “**Contract Time.**” The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

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

**ARTICLE IV - LIQUIDATED DAMAGES:** It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to substantially complete the Work described in a Milestone Area 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 the 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 those amounts listed in the Special Conditions. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

#### **ARTICLE V - TERMS OF PAYMENT**

**A.** The City agrees to pay the Contractor for the performance and completion of all of the Work as required by the Contract Documents, and the Contractor agrees to accept as its full and only compensation therefor, a total amount of Seven Million, Two Hundred and Forty-Four Thousand, Six Hundred and Fifty-Three Dollars and No Cents (\$7,244,653.00) (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 the Contractor hereunder shall not subject the City to any cost, charge, or fee not specified above.

**B.** Payments will be made to the Contractor in accordance with the City's Prompt Payment Ordinance, D.R.M.C. Sections 20-107, *et. seq.*, subject to the Maximum Contract Amount. Contractor agrees that interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.

**C.** 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 Fund. 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 VI - 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 VII - 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 VIII – 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.

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:

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

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

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.

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.

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

**ARTICLE XII - 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 Municipal 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 XIII - APPROVALS:** In the event this Contract calls for the payment by the City of

Five Million Dollars (\$5,000,000.00) or more, approval by the Denver City Council, acting by Ordinance in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and performance of this Contract.

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

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

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

**ARTICLE XVII - COORDINATION OF SERVICES:** The 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 XVIII - COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all current 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 and County of Denver.

**ARTICLE XIX - NOTICES**

A. **Formal Notices.** Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Consultant to:  
Chief Executive Officer  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by the City to:  
Attn: Heather Harper  
PCL Construction Services

2000 S. Colorado Blvd.  
Tower 2-500  
Denver, CO 80222

**B.** Delivery. Formal notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

**C.** Informal Correspondence. Other non-essential notices and day-to-day correspondence between the Parties may be done via email and shall be directed to the Project Manager.

**ARTICLE XX – PROMPT PAY:** The Contractor is subject to D.R.M.C. Section 20-112 wherein the Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (D.R.M.C. Sections 20-107 through 20-118).

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

### **ARTICLE XXI – 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 XXII - 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 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 XXIII – COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:**

This Contract is subject to all applicable provisions of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), and referred to in this Contract as the "**M/WBE Ordinance**". In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of Forty-Six and Two-One Hundredths percent (46.02%) for this



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

**ARTICLE XXIV - PREVAILING WAGE REQUIREMENTS**

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

Date bid or proposal issuance was advertised: August 29, 2019.

If contract opportunity was not advertised, date of written encumbrance N/A.

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

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

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

Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing

wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

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

#### **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 the City determinations regarding the City’s Minimum Wage Ordinance, §§20-82 through 20-84 D.R.M.C., 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 Agreement, 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 Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

#### **ARTICLE XXVI - 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 XXVII - 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 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 XXVIII – ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**ARTICLE XXIX – FEDERAL PROVISIONS:**

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

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

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

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

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

[END OF PAGE]

**Contract Control Number:**  
**Contractor Name:**

PLANE-201950765-00  
PCL CONSTRUCTION SERVICES INC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-201950765-00  
PCL CONSTRUCTION SERVICES INC

By: Please see attached\_\_\_\_\_

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

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

ATTEST: [if required]

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

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

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

**Contract Control Number:**  
**Contractor Name:**

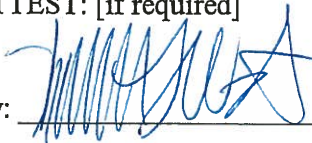
PLANE-201950765-00  
PCL CONSTRUCTION SERVICES INC

By: 

Name: Ryan Schmidt  
(please print)

Title: District Manager  
(please print)

ATTEST: [if required]

By: 

Name: Katherine L. West  
(please print)

Title: Secretary/Treasurer  
(please print)

**EXHIBIT A**

**Appendix No. 1**

**Standard Federal Assurances and Nondiscrimination Non-Federal  
Construction Provision**



# APPENDIX 1-A

## GENERAL CIVIL RIGHTS PROVISIONS

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

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

## COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
  - b. Cancelling, terminating, or suspending this Agreement, in whole or in part.
6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX 1-C**

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

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

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

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

## **APPENDIX 1-D**

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

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

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

## **APPENDIX 1-E**

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

The term "sponsor" will mean City.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 *et seq.*).

## **APPENDIX 1-F**

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

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

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

## **APPENDIX 1-G**

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

**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 II**  
**NOTICE OF HEARING**

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

EULOIS CLECKLEY  
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 minority<sup>1</sup> 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.

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<sup>1</sup> "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 CFR Part 60-3.
- h. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The contractor should have made certain that all facilities are not segregated by race.
- j. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid conditions, including circulation of minority and female contractor associations.

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

**3. 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.

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

**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 the DEN ROCIP. These manuals are part of the Contract Documents.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Safety Manual](#)

**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](mailto: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 policy and project/location 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 pollution coverage 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 work to be performed pursuant to the Agreement.

## 2.3.5 Contractor's Pollution Legal Liability

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.

### 2.3.6 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.

2.3.6.1 Coverage shall include professional misconduct or lack of ordinary skill for those positions defined in this Agreement.

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.

### 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.

#### 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 or 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, 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.

#### 2.8 Additional Provisions

2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.

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.
- 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 Coverage limits purchased by Contractor greater than the minimum amounts required under this Agreement must be referenced on any provided certificate of insurance.
  - 2.8.6 All policies shall be written on an occurrence form when available. If an occurrence form is unavailable, 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 Chargebacks

#### 3.8.2.1 Commercial General Liability Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the DEN ROCIP Commercial General Liability Policy. The Enrolled Party primarily responsible for causing any bodily injury or property damage liability loss shall be responsible for payment of the charge-back. The determination of responsibility will be solely determined by DEN. The charge-back will be calculated as follows:

Maximum Chargeback	Equal to the deductible under the Enrolled Party's Commercial General Liability Policy (non-ROCIP) up to a maximum of \$25,000 each claim.
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Minimum Chargeback	Equal to the actual loss or \$5,000, whichever is less.
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#### 3.8.2.2 Contractor's Pollution Liability Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the Contractor's Pollution Liability Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the ROCIP insurer for losses attributable to the Contractor's work, acts or omissions, or the Work, or acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

#### 3.8.2.3 Builder's Risk Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the Builder's Risk Insurance Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the insurer for losses attributable to the Contractor's work, acts or omissions, or the Work, or acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

### 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 project/location 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 work required by the Agreement.

### 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.

- 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.

### 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, Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber) 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.
- 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 Coverage limits purchased by Contractor greater than the minimum amounts required under this Agreement must be referenced on any provided certificate of insurance.
- 3.9.13.6 All policies shall be written on an occurrence form. If an occurrence form is unavailable, 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 ROCP 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"
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> <ol style="list-style-type: none"> <li>(1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s) with no direct onsite installation responsibility;</li> <li>(2) Hazardous materials remediation, removal, or transportation companies and their consultants;</li> <li>(3) Any architect, engineer or surveyor and their consultants except when approved by DEN and its insurer(s);</li> <li>(4) 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 the Site;</li> <li>(5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;</li> <li>(6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason; however, employees making deliveries to the Project Site for the purposes of off-loading material may be eligible for coverage under the DEN ROCIP.</li> <li>(7) Persons or entities who are not Enrolled Parties or included as insureds within the policies;</li> </ol>

- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or
- (9) Any other person or entity specifically excluded by DEN, in its sole discretion, from participation as Enrolled Parties.
- 10) Any other person or entity specifically excluded by DEN, in its sole discretion, from participation as Enrolled Parties.

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:** May 13, 2019  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, May 10, 2019** 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. CO190020  
Superseded General Decision No. CO20180030  
Modification No. 3  
Publication Date: 05/10/2019  
(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.

**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](http://www.denvergov.org/humanresources)



General Decision Number: CO190020 05/10/2019 CO20

Superseded General Decision Number: CO20180030

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019
1	02/01/2019
2	02/22/2019
3	05/10/2019

ASBE0028-002 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 31.73	14.23

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CARP0055-002 11/01/2018

Rates	Fringes
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CARPENTER (Drywall Hanging  
Only).....\$ 29.45 9.64

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CARP1607-001 06/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 32.99	14.02

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ELEC0068-012 06/01/2018

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 35.80	15.45

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ELEV0025-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.05	34.125

FOOTNOTE:

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

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

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\* ENGI0009-017 05/01/2018

	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

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IRON0024-009 01/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 29.85	11.42

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IRON0024-010 01/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.85	11.42

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PAIN0079-006 08/01/2017

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

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PAIN0079-007 08/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

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PAIN0419-001 07/01/2016

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

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PAIN0930-002 07/01/2018

	Rates	Fringes
GLAZIER.....	\$ 31.52	10.13

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PLUM0003-009 06/01/2018

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

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PLUM0208-008 06/01/2018

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95

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SFCO0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

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SHEE0009-004 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.02	17.49

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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

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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: 11-28-2016**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
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		\$10.79	-
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
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

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

# EXHIBIT E

## 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 DEN Contract Procurement 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:

IFB Technical Specifications Concourse B dated April 18, 2019  
IFB Technical Specifications Concourse C dated April 18, 2019  
Contract Drawings – Concourse B Sewer Repairs Volume No. 01 dated April 18, 2019  
Contract Drawings – Concourse C Sewer Repairs Volume No. 01 dated April 18, 2019

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, 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, 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, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Senior Director of Airport Infrastructure Management (Director), reports to the SVP-AIM, Airport Infrastructure Management Division, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the Senior Director-AIM. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract.

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

### **SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING**

With respect to General Condition 501, no more than 80% 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 No.</u>	<u>Description</u>
UNK	Concourse B Baggage – UAL
201845859	Concourse B Xcel Vaults Re-Life
UNK	Concourse B East and West Expansion
201844278	Boiler 1, 3, 4 Replacement
TBD	Concourse A & C Pre-Conditioned Air Plant Re-Life

**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 three hundred and sixty-five (365) consecutive calendar days from Notice to Proceed.

The Work to be performed under the Contract is divided into the following 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 below:

<u>Milestone</u>	<u>Date of Completion (or, days from NTP)</u>
------------------	---

Not applicable

**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 \$1,000.00 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:

Amount per day

Not applicable

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 regularly entering the construction areas must obtain personnel access badges from the Airport Access Services Office and must display badges, at all times, upon entering the construction, restricted and sterile areas of the airport.. Any employee, subcontractor or supplier who violates such rules may be subject to revocation of his access authorization, including authorization for access to the construction site and all other restricted and sterile areas.

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

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

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

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

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

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

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

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

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

DEN Contact: Glenn Spies  
(303) 342-4323

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

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

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

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

### **SC-10 CONSTRUCTION ACCESS**

The work site(s) is(are) located at Concourse B – 8900 Pena Blvd. and Concourse C – 9100 Pena Blvd., Denver, CO 80249. The Contractor shall have access to the work site via Gate 5 (preferred) or Gate 4.

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 ATTORNEY'S FEES**

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

### **SC-16 INSURANCE REQUIREMENTS**

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are defined as follows:

- a) Contractor shall obtain and keep in force all of the minimum insurance requirements set forth in Exhibit C (“Insurance Requirements”) during the entire term of this Agreement, including any extensions of the Agreement, warranty periods 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) If this Project is identified as a Rolling Owner Controlled Insurance Program (ROCIP) Project, DEN shall obtain and keep in force all of the minimum insurance set forth in Section 4 of the [ROCIP Insurance Manual](http://business.flydenver.com/bizops/documents/den_ROCIPIII_template.dotx) ([http://business.flydenver.com/bizops/documents/den\\_ROCIPIII\\_template.dotx](http://business.flydenver.com/bizops/documents/den_ROCIPIII_template.dotx))

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

- a) include all subcontractors performing services hereunder as Additional Named Insureds under its required insurance and specifically list on all submitted certificates of insurance required under Exhibit C; or
- b) ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in Exhibit C.

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 Agreement 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 pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (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. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract.

The Parties understand and agree that 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 and 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 City and County of Denver, its elected and appointed 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 Lien 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-30. “Accessible” parking spaces and access aisles as used in this SC-30 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® Construction Payment Management System (CPM 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.

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

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

**Agency/Firm**  
DEN Division CA

DEN Division PM  
DEN Division Director  
DEN Contract Svcs CA  
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 completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND** the Contractor's Certification of Payment Form.

# 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**

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## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned PCL Construction Services, Inc.  
[Bidder name], a corporation organized under the laws of the State  
of Colorado [Bidder state], hereinafter referred to as the "Contractor" and [Bond issuer],  
Fidelity and Deposit Company of Maryland, Travelers Casualty and Surety  
Company of America, Federal Insurance Company  
a corporation organized under the laws of the  
State of IL, CT, IN [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 Seven million, two hundred, forty-four thousand,  
six hundred fifty-three Dollars (\$7,244,653.00), lawful money of the United States of America, for  
the payment of which sum the Contractor and Surety bind themselves and their heirs, executors,  
administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has, as of the date of execution listed on the contract signature  
page, entered into a written contract with the City for furnishing all labor, materials, equipment,  
tools, superintendence, and other facilities and accessories for the construction of 201950765-00,  
Concourse B & C Sewer Repairs, 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.

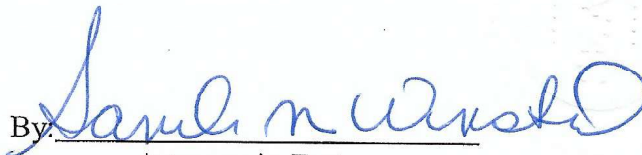
(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 4th day of March, 2020.

PCL Construction Services, Inc.  
CONTRACTOR

By:   
President

Fidelity and Deposit Company of Maryland  
Travelers Casualty and Surety Company of America  
Federal Insurance Company  
SURETY

By:   
Attorney-in-Fact  
Sandra M. Winsted

(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:

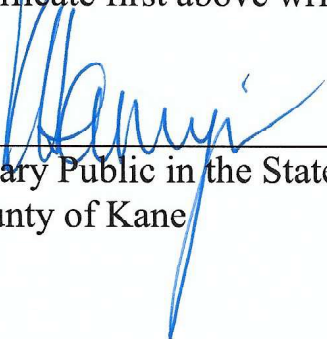
KRISTIN M. BRONSON, Attorney for the  
City and County of Denver

By:   
Assistant City Attorney

STATE OF ILLINOIS  
COUNTY OF KANE

On this 4<sup>th</sup> day of March, 2020 before me, K. Hannigan, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland, Travelers Casualty and Surety Company of America, Federal Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Kane





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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. McTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Jessica B. DEMPSEY and Christina L. SANDOVAL, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26<sup>th</sup> day of September, A.D. 2019.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 26th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4 day of March 2020



Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra M. Winsted** of **Chicago Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4 day of March 2020



  
Kevin E. Hughes, Assistant Secretary

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

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samantha Chierici, Jessica B. Dempsey, Debra J. Doyle, Derek J. Elston, Kristin L. Hannigan, Jennifer L. Jakaitis, Andrew Marks, James B. McTaggart, Judith A. Lucky-Eftimov, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Christina L. Sandoval, Bartlomiej Siepierski, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 16th day of January, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 16th day of January, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316985
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

3/4/2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**EXHIBIT H**  
**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned PCL Construction Services, Inc.  
[Bidder name], a corporation organized under the laws of the State  
of Colorado [Bidder state], hereinafter referred to as the "Contractor" and \_\_\_\_\_  
Fidelity and Deposit Company of Maryland, Travelers Casualty and Surety  
Company of America, Federal Insurance Company [Bond issuer], a corporation organized under the laws of the  
State of IL, CT, IN [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 Seven million, two hundred forty-four thousand, six  
hundred fifty-three Dollars (\$7,244,653.00), lawful money of the United States of America, for  
the payment of which sum the Contractor and Surety bind themselves and their heirs, executors,  
administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has, as of the date of execution listed on the contract signature  
page, entered into a written contract with the City for furnishing all labor, materials, equipment,  
tools, superintendence, and other facilities and accessories for the construction of 201950765-00,  
Concourse B & C Sewer Repairs, 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]

**EXHIBIT H**

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this 4th day of March, 2020.

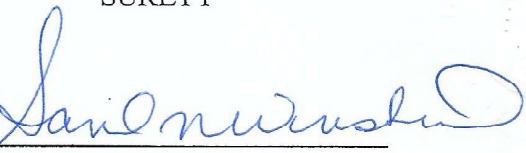
PCL Construction Services, Inc.

**CONTRACTOR**

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

Fidelity and Deposit Company of Maryland  
Travelers Casualty and Surety Company of America  
Federal Insurance Company

**SURETY**

By:   
\_\_\_\_\_  
Attorney-in-Fact  
Sandra M. Winsted

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

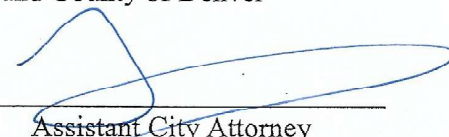
**CITY AND COUNTY OF DENVER**

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

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

**APPROVED AS TO FORM:**

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

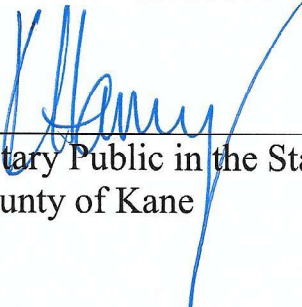
By:   
\_\_\_\_\_  
Assistant City Attorney

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF KANE

On this 4<sup>th</sup> day of March, 2020 before me, K. Hannigan, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland, Travelers Casualty and Surety Company of America, Federal Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Kane



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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. McTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Jessica B. DEMPSEY and Christina L. SANDOVAL, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26<sup>th</sup> day of September, A.D. 2019.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 26th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4 day of March 2020



*Michael C. Fay*

Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra M. Winsted** of **Chicago Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

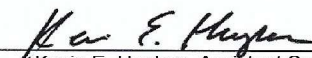
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4 day of March 2020



  
Kevin E. Hughes, Assistant Secretary

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

# Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samantha Chierici, Jessica B. Dempsey, Debra J. Doyle, Derek J. Elston, Kristin L. Hannigan, Jennifer L. Jakaitis, Andrew Marks, James B. McTaggart, Judith A. Lucky-Eftimov, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Christina L. Sandoval, Bartlomiej Siepierski, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 16<sup>th</sup> day of January, 2020.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 16<sup>th</sup> day of January, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 10, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

2/4/2020



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**EXHIBIT I**

**Technical Specifications**

**Incorporated by Reference  
As Found in File #20200005 at the Denver  
Office of the Clerk and Recorder**

**EXHIBIT J**

**Contract Drawings**

**Incorporated by Reference  
As Found in File #20200005 at the Denver  
Office of the Clerk and Recorder**



# PROJECT MANUAL

**Concourse B & C Sewer Repair**

**201950765**

## PART I

## PROJECT REQUIREMENTS

*Issued for Bid August 29, 2019*

CITY & COUNTY OF DENVER  
DEPARTMENT OF AVIATION

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF AVIATION  
DENVER INTERNATIONAL AIRPORT  
CONCOURSE B & C SEWER REPAIRS  
NO. 201950765**

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**CITY AND COUNTY OF DENVER  
NOTICE OF INVITATION FOR BIDS  
CONTRACT NO. 201950765-00  
CONCOURSE B & C SEWER REPAIRS**

The Department of Aviation, City and County of Denver, has issued an Invitation for Bids for the construction project named above. Complete contract documents, including specifications, are available on the DEN Contract Procurement website at:

<http://business.flydenver.com/bizops/bids.asp>.

SEALED BIDS will be due, and must be time stamped, no later than **2:00 PM Local Time, September 27, 2019**, delivered in the triple wide trailer, located within the DEN South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (F.K.A. 27301 E. 71st Ave, Unit #2). Immediately after receipt of the bids a public bid opening will commence. Any bids to be submitted more than two hours prior to Bid Opening must be submitted at the office of Business Management Services, attention Jessica Encinias, Room 8810, Airport Office Building (AOB), Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340.

**GENERAL STATEMENT OF WORK**

Denver International Airport (DEN) is requesting bids for services to repair sumps and replace accessories for 41 sumps in the basements of DEN's Concourses B and C. The work will include installing new pumps, lining sumps, replacing and relocating controls, and documenting outlet drainage.

**PREQUALIFICATION**

Each Bidder must be pre-qualified in the following categories: 1E(1). Pump Stations and Forced Mains, 1E(2). Sewer Rehabilitation or 2B. General Building – Occupied Buildings at or above the \$6,000,000.00 monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Bidders not prequalified in this category at the required monetary level must have submitted a prequalification application a minimum of ten (10) calendar days prior to the bid opening date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 W. Colfax Ave., Department 614, Denver, CO 80202 by mail or by email to [pw.prequal@denvergov.org](mailto: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](http://www.denvergov.org/prequalification) or call 720-865-2539 for prequalification information ONLY.

**PRE-BID CONFERENCE**

A Mandatory Pre-Bid Conference will be held at **09:00 AM, September 06, 2019**, in the triple-wide trailer, located within the DEN South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (mapping apps may show 27301 E. 71st Ave, Unit #2). A site visit will be conducted immediately following the Mandatory Pre-Bid Conference. All participants must pre-register for the site visit by **2:00 PM, September 04, 2019**.

The link to register for the site tour is: <https://www.surveymonkey.com/r/PBZBVWF>

Any questions must be submitted in writing by email to [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com), must have the words “Request for Clarification” and “Concourse B & C Sewer Repairs, 201950765-00” in the email subject line, and must be received no later than **September 13, 2019, at 2:00 p.m.**

### **MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION**

Pursuant to Article III, Division 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, the Project goal of **25% M/WBE** must be met with certified participants, or through the demonstration of a sufficient good faith effort. For compliance with good faith requirements, the M/WBE percentage solicitation level required for this project is 100%.

### **MISCELLANEOUS**

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

The work under the Contract is subject to prevailing wage rates established by the City and County of Denver Career Service Board.

Publication Dates: August 29, August 30 and September 3, 2019  
Published in The Daily Journal

## Checklist: Required Submittal forms

For convenience, this is a list of the forms required at bid submittal for this project:

- Bid Forms
  - Bid Letter, filled out completely and addressing all addenda
  - Schedule of Prices & Quantities
- Bid Data Forms
  - Information About Contractor
  - List of Proposed Subcontractors Which Are Not DBE Subcontractors
  - EEO Questionnaire
  - Equal Opportunity Report Statement
  - Certification of Non-Segregated Facilities
- Diversity and Inclusivity in City Solicitations (filled out online, then printed and included with the bid)
- W-9
- DSBO Forms
  - Commitment to M/WBE Participation
  - Letter of Intent
  - List of Proposed M/WBE Bidders, Subcontractors, Suppliers (Manufacturers) or Brokers
- Executed Bid Bond

**INSTRUCTION TO BIDDERS  
CITY AND COUNTY OF DENVER  
DEPARTMENT OF AVIATION**

**IB-1 INSTRUCTIONS TO BIDDERS**

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

**IB-2 BIDDING**

These contract documents contain Bid Forms and Bid Data Forms. The Bidder must complete these Bid Forms and submit them as its bid.

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

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

If Sensitive Security Information (“SSI”) will be provided to potential Bidders prior to award of the Contract, each potential Bidder shall be required to comply with Department of Aviation, Standard Policies and Procedures No. 6003, “Contractor Protection of Sensitive Security Information,” or its successor. A copy of this Policies and Procedures document will be provided upon request by the Department of Aviation, Contract Services Office.

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 IB-13; and
- (3) the Bidder/Contractor Disclosure Form described in IB-29 and included with the Bid Forms, unless the Bidder has a current disclosure form on file with the City Clerk.

### **IB-3 COMPLETING AND SIGNING BID FORMS**

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.

### **IB-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.

### **IB-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.

### **IB-6 OPENING OF BIDS**

Bidders are invited to be present at the bid opening which shall occur in the triple wide trailer, located within the DEN South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (F.K.A. 27301 E. 71st Ave, Unit #2) on the date set forth in the Notice of Invitation for Bids.

## **IB-7 CONSIDERATION OF BIDS**

After the bids are opened 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.

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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.

## **IB-8 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.

## **IB-9 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.

#### **IB-10 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 contract and return it to the City along with the required bonds and insurance forms within ten (10) calendar days from and including the date of the Notice to Apparent Low Bidder. 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.

#### **IB-11 CONFORMED TECHNICAL SPECIFICATIONS AND CONTRACT DOCUMENTS**

The Bidder understands that the City may elect, in its sole discretion, to deliver either one of the contract documents described below for execution.

- (a) A bound document containing the original Bid Documents and all of the prebid addenda, or
- (b) A bound document containing Part I of the original Bid Documents, the portions of the addenda which apply to Part I, and a single conformed set of Technical Specifications and contract documents which are produced by posting or otherwise incorporating in Part II of the original Bid Documents all of the changes to Part II which are described in the prebid addenda. If the City elects to prepare a conformed set of Technical Specifications and Contract Drawings, the following provision shall be incorporated in the Conformed Technical Specifications after the first page of its Table of Contents:

The Technical Specifications and the Contract Drawings which were included in the Bid Documents, hereinafter referred to as the “Bid Document Specifications and Drawings,” have been conformed by the City. The conformed Technical Specifications and Contract Drawings were prepared by posting or otherwise incorporating the changes noted in the prebid addenda into the Bid Document Specifications and Drawings to form a single set of construction documents. This set of construction documents is attached hereto and is hereinafter referred to in this document as the “Issued for Construction Documents.”

The City's objective in preparing the Issued for Construction Documents is to produce a single set of documents which the Contractor and City will use during construction and which will facilitate the administration of the Contract. The city, however, recognizes that discrepancies between the Issued for Construction Documents and the prebid addenda could occur. Therefore, the Contractor and City agree that both parties shall have 90 days after a fully executed contract is delivered to the Contractor to identify any such discrepancies.

If the Contractor identifies any discrepancy, it shall describe it in a written notice delivered to the City's Project Manager within the 90-day period. If the City agrees that a discrepancy exists, the City shall correct the Issued for Construction Documents in accordance with the written notice to assure that the Issued for Construction Documents accurately reflect and are consistent with the Bid Document Specifications and Drawings and changes thereto reflected in the prebid addenda.

If the City identifies a discrepancy, it shall describe it in a written notice delivered to the Contractor's Superintendent within the above-described 90-day period. The City shall, thereafter, correct the Issued for Construction Documents in accordance with the written notice. If the Contractor disagrees with any City proposed correction or any City refusal to accept a Contractor proposed correction, the Contractor shall have the right to submit a Contractor Change Request and request a Change order in accordance with General Condition 1103.

During the 90-day period, the Bid Document Specifications and Drawings and the prebid addenda shall be part of the contract documents and are incorporated herein by this reference. After the 90-day period has elapsed, the parties (1) agree that the Issued for Construction Documents, as corrected pursuant to this provision, accurately reflect all of the changes to the Bid Document Specifications and Drawings contained in the addenda, and (2) agree that the Bid Document Specifications and Drawings and the portions of the prebid addenda which pertain thereto shall no longer be considered contract documents.

## **IB-12 QUANTITIES IN THE BID FORM ENTITLED SCHEDULE OF PRICES AND QUANTITIES (PART 2 OF THE BID FORMS)**

Except for items designated as Lump Sum, the quantities appearing in the Bid Forms are approximate only and are included for the purpose of comparing of bids.

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

Any of the estimated quantities of work and materials shown in the Bid Forms may each be increased, decreased, or omitted as provided in the General Conditions, Special Conditions, or Technical Specifications.



### **IB-13 BID GUARANTEE; BONDS; INSURANCE**

As a guarantee of good faith on the part of the Bidder, each Bid 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 Bid of a Bidder is acceptable and the Bidder is notified by the CEO that it is considered to be the Apparent Low Bidder and said Bidder fails to (1) execute a contract in the form prescribed, (2) furnish the payment and performance bonds described in Title 15 of the General Conditions, (3) furnish the required evidence of insurance described in Title 16 of the General Conditions or in the Special Conditions, or (4) satisfy any other condition precedent to contract execution within its power within five (5) working days after such notice is made by the City, said 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 Total Contract Bid Amount written in the Bid Letter of the Bid Forms. A Bid Bond form for execution by the Bidder is supplied with each set of contract documents. IF A BID BOND IS USED, IT MUST BE THE FORM OF BID BOND SUPPLIED WITH THE CONTRACT DOCUMENTS.

### **IB-14 RETURN OF BID GUARANTEE**

As soon as bid prices have been compared, bid guarantees of all except the three lowest Bidders will be returned. When the Apparent Low Bidder executes the contract and delivers to the City satisfactory performance and payment bonds and required insurance documentation, and any other conditions precedent to contract execution by the City have been satisfied, including, where applicable, City Council contract approval, the bid guarantees of the three lowest Bidders shall be returned to them.

### **IB-15 CONTRACT PROCUREMENT 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 Bid which appeared on the DEN Contract Procurement website at <http://business.flydenver.com/bizops/bids.asp>.

### **IB-16 SITE INSPECTION AND INVESTIGATIONS**

Prior to submitting a bid, the Bidder shall inspect the work site and its surroundings. A site visit may be undertaken at the time of the pre-bid conference if indicated. Requests for additional site visits must be made at least ten (10) calendar days prior to the bid opening and such visits must be requested in a letter sent to email to [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com). For purposes of the 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 extensions for conditions which would have been evident during an inspection.

Drawings and specifications, defining 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 judgment of the design professional. In view of this, the Bidder is invited to make additional investigations as the Bidder's judgment 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 bidding.

#### **IB-17 INTERPRETATION OF BID DOCUMENTS**

During the Bid period, Bidder shall request, in writing, clarification or interpretation of any apparent errors or omissions in the contract documents, any apparent inconsistencies between different provisions of the contract documents, or any other point in the contract documents which the Bidder believes requires clarification or interpretation by the City. Any such request must be submitted in writing by email to [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com), must have the words "Request for Clarification" and "Contract Name, Contract Number" in the email subject line, and must be received no later than the deadline indicated in these bid documents. For purposes of the contract, it shall be conclusively presumed that prior to bidding, the Bidder requested clarification or interpretation of any apparent errors, inconsistencies, or other point in the contract documents believed to require clarification or interpretation, and has waived the right to later claim extra payment or time extensions on account of any such error, omission, inconsistency, or other matter in the contract documents.

Information about any interpretation or clarification made by the City in response to such request will be posted on the DEN Contract Procurement website, <http://business.flydenver.com/bizops/bids.asp>. It shall be the Bidder's responsibility to ensure it has reviewed all such interpretations or clarifications. After Bids are opened, all Bidders must abide by the decision of the CEO or his authorized representative as to the interpretation or clarification. If the CEO or his authorized representative determines that his decision or interpretation requires that an addendum to the Bid documents be issued, such addendum will be posted on the DEN Contract Procurement website. It shall be the Bidder's responsibility to ensure it has received all such addenda, and each Bidder must acknowledge receipt of all addenda on the Bid Forms when it submits its Bid.

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

## **IB-18 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 material must obtain the written approval of the Project Manager. Any such request must be submitted in writing by email to [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com), must have the words “Request for Substitution” and “Concourse B & C Sewer Repairs, 201950765” in the email subject line, and must be received no later than ten (10) calendar days before the date and time set for opening of bids so that all such approvals will be included in addenda to ensure full and complete disclosure to all potential Bidders of all approved equal or equivalent materials. All requests for approval of equal or equivalent material shall contain adequate technical data to clearly demonstrate equivalency. Incomplete submittals will not be reviewed. Requests must be submitted on the attached form titled “Request for ‘or equal’ Approval.” Requests containing inadequate or incomplete information will not be considered.

If the Bidder is awarded the contract and elects to use an “OR EQUAL” which has been added by addendum, the Bidder shall be deemed to have warranted that;

- (a) the use of the “OR EQUAL” fulfills the specification requirements contained in the contract documents.
- (b) 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) (HVAC, structural, electrical, etc.) impacted by the use of an “OR EQUAL” at no cost to the City or other contractors under contract with the City and shall make no claims for delay or disruption arising out of such modification.

## **IB-19 WITHDRAWAL OF BID**

A Bidder may withdraw its Bid at any time prior to the time for opening of bids set forth in the Notice of Invitation for Bids by making written request to the CEO. After the expiration of the bid period, no bid can be withdrawn for one hundred twenty (120) calendar days after the date 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.

Such a request must be signed by persons authorized to bind the Bidder as defined in IB-3, “Completing and Signing Bid Forms.”

## **IB-20 SUBCONTRACTOR LISTS IN BID**

The Bidder shall, on the forms included in the Bid Forms, identify each element of the work which the Bidder plans to subcontract, provide an estimate of the total cost to perform each element, and include the name and address of the proposed subcontractor.

## **IB-21 PERMIT FEES**

The Contractor agrees to pay the permit fees associated with the construction of this project described in General Condition 317 and in the Special Conditions and Technical Specifications.

## **IB-22 TAXES**

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

## **IB-23 NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS**

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

the most opportunity for subcontracting.

## **IB-24 MINORITY AND WOMAN BUSINESS ENTERPRISE (M/WBE) REQUIREMENTS**

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90 D.R.M.C. and referred to in these Bid Documents as the “M/WBE Ordinance” and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Generally, the M/WBE Ordinance provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO), devised to provide increased bidding opportunities for Minority and Woman Business Enterprises (M/WBEs). As such, each bidder must comply with the terms and conditions of the M/WBE Ordinance in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder’s failure to comply with the M/WBE 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 M/WBE 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 M/WBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. In order to comply with the bid requirements of the M/WBE Ordinance, a bidder shall either meet the established project goal or, in the alternative, demonstrate that the bidder has made sufficient good faith efforts to meet the goal in accordance with the M/WBE Ordinance.

### **Meeting Established Goal**

In preparing a bid to meet the established Project goal of **25%** M/WBE, bidders should consider the following instructions relating to compliance with the M/WBE Ordinance:

1. Under the M/WBE Ordinance, the Director of DSBO (“Director”) is directed to establish project goals for expenditures on construction, reconstruction, and remodeling work performed for the City and County of Denver. The specific goal for this project is stated in the Notice of Invitation for Bids bound herein.
2. In preparing its bid, each bidder shall list on the Bid Form pages entitled "List of Proposed MWBE Bidders, Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers" the name, address, work description/supply, committed level of participation and other required information for each M/WBE of any tier which the bidder intends to use in performing the work on this Project. **Only the M/WBEs identified and the precise levels of participation listed for each on the Bid Form page, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, revised or corrected participation submitted after bid opening will not be considered.** M/WBE bidders may count self-performance or joint venture activity in meeting the

M/WBE project goal, but only for the scope of work performed as a commercially useful function and at a percentage level the M/WBE will be performing itself.

3. Any agreement between a bidder or proposer and an MBE or WBE in which the bidder or proposer requires that the MBE or WBE not provide subcontracting quotations to other bidders or proposers is prohibited and shall render a bidder's bid or proposer's proposal nonresponsive. D.R.M.C. 28-63(f)
4. If a bidder/proposer is participating in a joint venture with a certified M/WBE firm, complete the Joint Venture Eligibility Form and Joint Venture Affidavit contained in this bid document/RFP. Submit the aforementioned forms with the firm's Joint Venture Agreement, to the DSBO Director, **at least 10 working days prior to the proposal submittal**. The Joint Venture must be approved prior to the bid opening or proposal submittal by the DSBO Director. Approval by the DSBO Director includes determining the amount the Joint Venture will count towards meeting the project goal.
5. All M/WBEs listed on the Bid Form must be properly certified by the City on or before the date bids are opened in order to count towards meeting the designated goal. DSBO maintains an M/WBE Directory ("Directory"), which is a current listing of M/WBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at <https://www.denvergov.org/dsbo>.

Bidders are encouraged to use the Directory to assist in locating M/WBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at anytime in accordance with the City's M/WBE Ordinance and procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. M/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed M/WBE.

6. In accordance with the provisions of the M/WBE Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the M/WBE Ordinance. In determining whether a bidder's committed level of participation meets or exceeds the stated M/WBE goal, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:
  - a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the M/WBE percentage established for the project to determine the exact dollar amount of required M/WBE participation for the Project. This amount will then be compared against the exact dollar amounts for the M/WBE committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established M/WBE dollar amount goal listed, then DSBO will determine that the goal has been met.

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

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

### **Good Faith Effort**

In preparing a bid to demonstrate a good faith effort, bidders should consider the following instructions relating to compliance with the M/WBE Ordinance:

1. If the bidder or proposer has not fully met the project goal as provided in section 28-60, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder or proposer shall furnish to the director, within three (3) working days after bid opening by the City or on or before the time of the final project-specific proposal submitted to and authorized by the City pursuant to a competitive selection process, or bid selection by a private owner, a detailed statement of its good faith efforts to meet the project goal set by the director. This statement shall address each of the items in subsection (b) and any additional criteria that the director may establish by rule or regulation consistent with the purposes of this division 3. Good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this Division 3. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.
2. The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:
  - a. If prebid or preselection meetings are scheduled by the City at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection



process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.

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

manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.

4. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the City or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
5. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
6. The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.
7. In determining whether a bidder or proposer has satisfied good faith efforts as to a project goal, the success or failure of other bidders or proposers on the contract in meeting such project goal may be considered.

### **Continuing Commitments**

In accordance with the provisions of the M/WBE Ordinance, the bidder agrees that it is committed to meeting either the M/WBE participation goal or the M/WBE participation set forth in its statement of good faith. This commitment must be expressly indicated on the "Commitment to MWBE SBE Participation" form included with the Bid Form. This commitment includes the following understandings:

1. The bidder understands it must maintain M/WBE goals throughout the performance of the Contract pursuant to the requirements set out in D.R.M.C. 28-72.
2. The bidder understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.

3. The bidder understands that if change orders or any other contract modifications are issued under the contract, the bidder shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-73 of the M/WBE Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
4. The bidder understands that if change orders or other contract modifications are issued under the contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid. The contractor shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with Section 28-73 of the M/WBE Ordinance as applicable, or the contractor must show each element of modified good faith set out in Section 28-75(c) of the M/WBE Ordinance. The contractor shall supply to the director the documentation described in Section 28-75(c) of the M/WBE Ordinance with respect to the increased dollar value of the contract.

All bidders are charged with knowledge of and are solely responsible for complying with each and every provision of the M/WBE Ordinance in making a bid and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject the selected contractor to sanctions set forth in the M/WBE Ordinance. These instructions are intended only to generally assist the bidder in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, bidders must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (303) 342-2180.

## **IB-25 DIVERSITY AND INCLUSIVENESS 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 you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the "Diversity and Inclusiveness in City Solicitations Information Request Form" will provide an opportunity for City contractors to describe their own diversity and

inclusiveness practices. Contractors are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor's current practices, if any.

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

In order for the agency or City to consider the bid or proposal, Contractors must complete the electronic version of the Diversity And Inclusiveness In City Solicitations Form then **print the completed form and include the hard copy as part of its bid documents. A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.** The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>

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

## **IB-26 WAGE RATE REQUIREMENTS**

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

Date bid or proposal issuance was advertised 8/29/2019.

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 Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

#### **IB-27 CONSTRUCTION SCHEDULING**

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

#### **IB-28 EQUAL EMPLOYMENT OPPORTUNITY**

1. Article III, Division 2 of Chapter 28 applies to this contract. It is the policy of the City to provide equal opportunity in employment without regard to race, color, creed, sex, national origin, religion, marital status, or political opinion or affiliation. It is hereby deemed and declared to be for the public welfare and in the best interest of the City to require 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 CFR 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.

4. In accordance with DRMC 28-46, if this contract is funded in whole or in part by the United States of America or is otherwise subject to requirements having the force of law of the United States of America, then such requirements of the United States of America shall govern and control.

#### **IB-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, proposals, 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.

#### **IB-30 INSURANCE REQUIREMENTS AND SAFETY MANUAL**

City will provide a Rolling Owner Controlled Insurance Program (ROCIP), which coverage City agrees will be primary over any other insurance provided by an enrolled party. A copy of the ROCIP proposed coverage and Safety Manual are included in the Contract Documents. Bidder should review the proposed coverage and Safety Manual in preparing its bid.

#### **IB-31 INVOICING**

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 Prime 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.**

Effective January 2018, Textura moved to a flat fee schedule as attached. Fees paid by

Prime 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 attached Textura Fee Schedule, included in the bid documents, is only to be used as a reference.

**IB-32 PROJECT CONTROLS REQUIREMENTS**

The Contractor 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 tool for project and information management, data analysis and document control. Denver International Airport will be responsible for providing the licensing and training for PMIS.

**IB-33 SCHEDULE OF EVENTS**

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

<b>Event</b>	<b>Date</b>
Bid Issued	August 29, 2019
Pre-Registration Site Visit Due Date	September 04, 2019, 2:00 PM
Mandatory Pre-Bid Conference	September 06, 2019, 9:00 AM
Last Date to Submit Questions	September 13, 2019, 2:00 PM
Proposal Due Date	September 27, 2019, 2:00 PM

## REQUEST FOR “OR EQUAL” APPROVAL

Contract No.:	201950765
Title:	Concourse B & C Sewer Repair

This request, **in duplicate**, must be received by the of Business Management Services, attention Jessica Encinias, Room 8810, Airport Office Building (AOB), Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340, or at [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com), by noon at least 10 days prior to bid date.

**To be completed and signed by requesting party:**

Specification Section/Drawing Number:	Page No./Paragraph No./Subparagraph No.:
Specified Product:	Specified Manufacturer:
	Specified Model No.:
“Or Equal” Product:	“Or Equal” Manufacturer:
	“Or Equal” Model No.
Reason for “Or Equal” substitution:	
Prior Applications [Installations of at least 3 years length]:	
(1) Project: _____	Date: _____
(2) Project: _____	Date: _____
(3) Project: _____	Date: _____

[PAGE 1 OF 2 PAGES]



**General product literature/catalog cuts/drawings or other appropriate information detailing the “Or Equal” product with respect to the project specifications must be attached to this form for approval.**

I have reviewed the attached product literature and certify the following:

- (1) That the above described “Or Equal” product fulfills the specification requirements as detailed in the contract documents.
- (2) That the installation of the above described “Or Equal” product in no way impacts the spatial requirements of the project.
- (3) That I, if selected as the Contractor, shall modify any building system(s) (HVAC, structural, electrical, etc.) impacted by the use of the above described “Or Equal” product at no additional cost to the City and County of Denver and shall make no claim for delay with respect to any such modification.
- (4) That the above described “Or Equal” product meets all physical and performance attributes of the specified material or equipment except (if no difference, so state):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REQUESTING PARTY:** \_\_\_\_\_

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

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

**For City use:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date: _____
Reason for disapproval [if applicable]:		
<b>DESIGNER OF RECORD:</b>		
[Signature]		
<b>PROJECT MANAGER:</b>		Date:
[Signature]		
<b>SVP-AIM:</b>		Date:
[Signature]		
Bidder(s) Notified By	Addendum No.	Date:

THIS IS PAGE 2 OF 2 PAGES

DENVER INTERNATIONAL AIRPORT  
BID FORMS

CONTRACT NAME: Concourse B & C Sewer Repairs  
Contract No.: 201950765

Bid Letter

BIDDER \_\_\_\_\_

Kim Day, Chief Executive Officer  
City and County of Denver  
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 August 29, 2019, for Contract No. 201950765, Denver International Airport, Concourse B & C Sewer Repairs.

This contract is for a sewer repair project that includes 41 sumps in the basements of Concourse B & C, including plumbing, electrical, and structural work. Basically, the sump pumps and accessories will be replaced. Also, the sumps will be structurally repaired and lined. The electrical work includes disconnection and reconnection of the pumps, replacement of the controls, and addition of a visual notification device. Work will require airside access.

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) calendar 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) calendar 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: (\_\_\_\_) \_\_\_\_\_

Bidder Social Security or Employer ID: \_\_\_\_\_

Bidder Email Address: \_\_\_\_\_

Bidder's Point of Contact Name: \_\_\_\_\_

**SIGNATURE OF BIDDER:**

PRINT NAME OF BIDDER:

\_\_\_\_\_

Attest:

(Corporate Seal)

\_\_\_\_\_

\_\_\_\_\_

Secretary

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

President

# **SCHEDULE OF PRICES AND QUANTITIES**

**The Schedule of Prices and Quantities 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.**

Unless noted otherwise, unit price items listed below shall include all labor and material required to complete the work. Quantities indicated are estimates only and shall be used for pricing purposes. Actual quantities may vary during construction. Actual encountered quantities will be compared to estimates and adjusted based on the unit pricing provided.

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
1B	<p>SUMP - SCOPE OF WORK AS DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, ELECTRICAL WORK, THE DEMOLITION OF THE PUMPS, PIPING AND SUMP COVERS. REPAIR OF THE SUMPS AS DESCRIBED IN THE SPECIFICATIONS. PROVIDING NEW PUMPS AND APPURTENANCES, PIPING, COVERS, AND CONTROLLERS AND ALARMS.</p> <p>_____ dollars and _____ cents (\$ _____) per sump</p>	EA	28	\$ _____	\$ _____
2B	<p>INJECTION POINT, 12' DEEP - PRESSURE GROUT THE 12 FOOT DEEP SANITARY AND INDUSTRIAL SUMPS AT THE PRECAST JOINTS. (2 JOINTS PER SUMP AND 8 INJECTION POINTS PER JOINT). REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A, 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.</p> <p>_____ dollars and _____ cents (\$ _____) per injection point</p>	EA	16 X 2 X 8 = 256	\$ _____	\$ _____
3B	<p>INJECTION POINT, 7' DEEP - PRESSURE GROUT THE 7 FOOT DEEP FOOTING SUMPS AT THE PRECAST JOINTS. (1 JOINT PER SUMP AND 8 INJECTION POINTS PER JOINT). REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A, 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.</p> <p>_____ dollars and _____ cents (\$ _____) per injection point</p>	EA	10 X 1 X 8 = 80	\$ _____	\$ _____

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
4B	<p>INJECTION POINT, BOTTOM BARREL - PRESSURE GROUT THE JOINT BETWEEN THE BOTTOM BARREL AND THE BASE. GROUT INJECTION POINTS TO BE 18" HIGH AND A TOTAL OF 8 INJECTION POINTS SPACED EVENLY AROUND THE INTERIOR OF THE BARREL. REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.</p> <p>_____ dollars and _____ cents (\$ _____) per injection point</p>	EA	28 X 8 = 224	\$ _____	\$ _____
5B	<p>INJECTION POINT AT PIPES - PRESSURE GROUT THE WASTE PIPE ENTERING THE SUMP USING 3 INJECTION POINTS PER PIPE. REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 4 ON M501.</p> <p>_____ dollars and _____ cents (\$ _____) per injection point</p>	EA	28 X 1 X 3 = 84	\$ _____	\$ _____
6B	<p>SUMP, 12' DEEP, EPOXY LINE - EPOXY LINE THE SANITARY AND INDUSTRIAL SUMPS (12 FEET DEEP) PER SPEC SECTION 33-30-80, PARAGRAPH 2.2 EPOXY LINING SYSTEM.</p> <p>_____ dollars and _____ cents (\$ _____) per sump</p>	EA	16	\$ _____	\$ _____

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

<u>Item No.</u>	<u>Description and Price</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Item Total</u>
7B	<p><u>SUMP, 7' DEEP, EPOXY LINE</u> - EPOXY LINE THE FOOTING SUMPS (7 FEET DEEP) PER SPEC SECTION 33-30-80 PARAGRAPH 2.2 EPOXY LINING SYSTEM.</p> <p>_____ dollars and _____ cents (\$ _____) per sump</p>	EA	10	\$ _____	\$ _____
8B	<p><u>SUMP, JANITOR'S CLOSET, EPOXY LINE</u> - EPOXY LINE THE JANITOR'S CLOSET SUMPS (3 FEET DEEP) PER SPEC SECTION 33-30-80 PARAGRAPH 2.2 EPOXY LINING SYSTEM.</p> <p>_____ dollars and _____ cents (\$ _____) per sump</p>	EA	2	\$ _____	\$ _____
9B	<p><u>SUMP, DYE TRACE</u> - INSERT DYE OR OTHER TRACING MATERIAL INTO FOOTING SUMPS AND DETERMINE LOCATION OF OUTFLOW.</p> <p>_____ dollars and _____ cents (\$ _____) per sump</p>	EA	10	\$ _____	\$ _____



CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

<u>Item No.</u>	<u>Description and Price</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Rate</u>	<u>Item Total</u>
10B	<p><u>NEW SUMP BASE</u> - POUR NEW 4" THICK BY 48" ROUND SUMP BASE. REFER TO SPEC 33-30-80 2.4, PATCHING REPAIRS C. HYDRAULIC CEMENT, AND DETAIL 5, SHEET M501</p> <p>_____ dollars and _____ cents (\$ _____) per sump</p>	EA	3	\$ _____	\$ _____
11B	<p><u>CRACK FILLER</u> - APPLY HYDRAULIC CEMENT CRACK FILLER ON ALL CRACKS 1/4" OR MORE DEEP. REFER TO SPEC 33-30-80, 2.4, C HYDRAULIC CEMENT AND 3.2, COVERAGE A-D</p> <p>_____ dollars and _____ cents (\$ _____) per lineal foot</p>	LF	700	\$ _____	\$ _____
12B	<p><u>RUNG REMOVAL, FILL HOLES</u> - REMOVE RUNG AND FILL (2) HOLES WITH HYDRAULIC CEMENT. REFER TO SPEC 33-30-80, 2.4, C, HYDRAULIC CEMENT AND 3.2 COVERAGE A-D</p> <p>_____ dollars and _____ cents (\$ _____) per rung</p>	EA	25	\$ _____	\$ _____

<u>Item No.</u>	<u>Description and Price</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Rate</u>	<u>Item Total</u>
13B	<p><u>RUNG REMOVAL, GRIND DOWN</u> - REMOVE RUNG AND GRIND METAL AT ATTACHMENT POINT FLUSH WITH THE SUMP SIDE.</p> <p>_____ dollars                      and _____ cents                      (\$ _____) per rung</p>	EA	25	\$ _____	\$ _____

<b>SUBTOTAL ITEMS (1-13)</b>	<b>\$ _____</b>
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**MISCELLANEOUS ITEMS**

<u>Item No.</u>	<u>Description and Price</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Item Total</u>
14B	<u>MOBILIZATION</u>  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____
15B	<u>TRAFFIC CONTROL</u>  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____
16B	<u>WASTEWATER FLOW MANAGEMENT</u>  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

17B	<u>SECURITY GUARD ALLOCATION</u> - Allowance  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____
18B	<u>PERMITTING</u> - NO MARKUPS  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____

**SUBTOTAL ALL MISCELLANEOUS ITEMS (14-18) \$ \_\_\_\_\_**

**SUBTOTAL ALL ITEMS (1-18) \$ \_\_\_\_\_**

19B	<u>TEXTURA AND USER FEE</u> (IF APPLICABLE)  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____
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**TOTAL ALL ITEMS (1-19) \$ \_\_\_\_\_**

Unless noted otherwise, unit price items listed below shall include all labor and material required to complete the work. Quantities indicated are estimates only and shall be used for pricing purposes. Actual quantities may vary during construction. Actual encountered quantities will be compared to estimates and adjusted based on the unit pricing provided.

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
1C	<p><u>SUMP PUMPS AND ACCESSORIES</u> - SCOPE OF WORK AS DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, ELECTRICAL WORK, THE DEMOLITION OF THE PUMPS, PIPING AND SUMP COVERS. REPAIR OF THE SUMPS AS DESCRIBED IN THE SPECIFICATIONS. PROVIDING NEW PUMPS AND APPURTENANCES, PIPING, COVERS, AND CONTROLLERS AND ALARMS.</p> <p>_____ dollars and _____ cents (\$ _____) per sump</p>	EA	13	\$ _____	\$ _____
2C	<p><u>INJECTION POINT, 12' DEEP</u> - PRESSURE GROUT THE 12 FOOT DEEP SANITARY AND INDUSTRIAL SUMPS AT THE PRECAST JOINTS. (2 JOINTS PER SUMP AND 8 INJECTION POINTS PER JOINT). REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A, 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.</p> <p>_____ dollars and _____ cents (\$ _____) per injection point</p>	EA	7 X 2 X 8 = 112	\$ _____	\$ _____
3C	<p><u>INJECTION POINT, 7' DEEP</u> - PRESSURE GROUT THE 7 FOOT DEEP FOOTING SUMPS AT THE PRECAST JOINTS. (1 JOINT PER SUMP AND 8 INJECTION POINTS PER JOINT). REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A, 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.</p> <p>_____ dollars and _____ cents (\$ _____) per injection point</p>	EA	4 X 1 X 8 = 32	\$ _____	\$ _____

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE C SEWER REPAIRS  
9100 PENA BLVD

DENVER INTERNATIONAL AIRPORT  
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Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
4C	<p>INJECTION POINT, BOTTOM BARREL - PRESSURE GROUT THE JOINT BETWEEN THE BOTTOM BARREL AND THE BASE. GROUT INJECTION POINTS TO BE 18" HIGH AND A TOTAL OF 8 INJECTION POINTS SPACED EVENLY AROUND THE INTERIOR OF THE BARREL. REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.</p> <p>_____ dollars and _____ cents (\$ _____) per injection point</p>	EA	13 X 8 = 104	\$ _____	\$ _____
5C	<p>INJECTION POINT AT PIPES - PRESSURE GROUT THE WASTE PIPE ENTERING THE SUMP USING 3 INJECTION POINTS PER PIPE. REFER TO SPEC SETION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 4 ON M501.</p> <p>_____ dollars and _____ cents (\$ _____) per injection point</p>	EA	13 X 1 X 3 = 39	\$ _____	\$ _____
6C	<p>SUMP, 12' DEEP, EPOXY LINE - EPOXY LINE THE SANITARY AND INDUSTRIAL SUMPS (12 FEET DEEP) PER SPEC SECTION 33-30-80, PARAGRAPH 2.2 EPOXY LINING SYSTEM.</p> <p>_____ dollars and _____ cents (\$ _____) per sump</p>	EA	6	\$ _____	\$ _____

<u>Item No.</u>	<u>Description and Price</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Item Total</u>
7C	<p><u>SUMP, 7' DEEP, EPOXY LINE</u> - EPOXY LINE THE FOOTING SUMPS (7 FEET DEEP) PER SPEC SECTION 33-30-80 PARAGRAPH 2.2 EPOXY LINING SYSTEM.</p> <p>_____ dollars                      and _____ cents                      (\$ _____) per sump</p>	EA	5	\$ _____	\$ _____
8C	<p><u>SUMP, JANITOR'S CLOSET, EPOXY LINE</u> - EPOXY LINE THE JANITOR'S CLOSET SUMPS (3 FEET DEEP) PER SPEC SECTION 33-30-80 PARAGRAPH 2.2 EPOXY LINING SYSTEM.</p> <p>_____ dollars                      and _____ cents                      (\$ _____) per sump</p>	EA	2	\$ _____	\$ _____
9C	<p><u>SUMP, DYE TRACE</u> - INSERT DYE OR OTHER TRACING MATERIAL INTO FOOTING SUMPS AND DETERMINE LOCATION OF OUTFLOW.</p> <p>_____ dollars                      and _____ cents                      (\$ _____) per sump</p>	EA	5	\$ _____	\$ _____

<u>Item No.</u>	<u>Description and Price</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Rate</u>	<u>Item Total</u>
10C	<p><u>NEW SUMP BASE</u> - POUR NEW 4" THICK BY 48" ROUND SUMP BASE. REFER TO SPEC 33-30-80 2.4, PATCHING REPAIRS C. HYDRAULIC CEMENT, AND DETAIL 5, SHEET M501</p> <p>_____ dollars                      and _____ cents                      (\$ _____) per sump</p>	EA	3	\$ _____	\$ _____
11C	<p><u>CRACK FILLER</u> - APPLY HYDRAULIC CEMENT CRACK FILLER ON ALL CRACKS 1/4" OR MORE DEEP. REFER TO SPEC 33-30-80, 2.4, C HYDRAULIC CEMENT AND 3.2, COVERAGE A-D</p> <p>_____ dollars                      and _____ cents                      (\$ _____) per lineal foot</p>	LF	700	\$ _____	\$ _____
12C	<p><u>RUNG REMOVAL, FILL HOLES</u> - REMOVE RUNG AND FILL (2) HOLES WITH HYDRAULIC CEMENT. REFER TO SPEC 33-30-80, 2.4, C, HYDRAULIC CEMENT AND 3.2 COVERAGE A-D</p> <p>_____ dollars                      and _____ cents                      (\$ _____) per rung</p>	EA	12	\$ _____	\$ _____



<u>Item No.</u>	<u>Description and Price</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Item Total</u>
13C	<p><u>RUNG REMOVAL, GRIND DOWN</u> - REMOVE RUNG AND GRIND METAL AT ATTACHMENT POINT FLUSH WITH THE SUMP SIDE.</p> <p>_____ dollars                      and _____ cents                      (\$ _____) per rung</p>	EA	12	\$ _____	\$ _____

<b>SUBTOTAL ITEMS (1-13)</b> \$ _____
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**MISCELLANEOUS ITEMS**

<u>Item No.</u>	<u>Description and Price</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Item Total</u>
14C	<u>MOBILIZATION</u>  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____
15C	<u>TRAFFIC CONTROL</u>  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____
16C	<u>WASTEWATER FLOW MANAGEMENT</u>  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE C SEWER REPAIRS  
9100 PENA BLVD

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17C	<u>SECURITY GUARD ALLOCATION</u> - Allowance  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____
18C	<u>PERMITTING</u> - NO MARKUPS  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____
<b>SUBTOTAL ALL MISCELLANEOUS ITEMS (14-18)</b>					\$ _____
<b>SUBTOTAL ALL ITEMS (1-18)</b>					\$ _____
19C	<u>TEXTURA AND USER FEE</u> (IF APPLICABLE)  _____ dollars and _____ cents (\$ _____) per lump sum	LS	1	\$ _____	\$ _____
<b>TOTAL ALL ITEMS (1-19)</b>					\$ _____

**DENVER INTERNATIONAL AIRPORT**

**Concourse B & C Sewer Repairs  
Contract No. 201950765**

**Bid Data Forms**

Bidder shall submit its Bid Data in accordance with the format shown on each of the following 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.

**DENVER INTERNATIONAL AIRPORT**

**Concourse B & C Sewer Repairs  
Contract No. 201950765**

**Bid Data Forms  
INFORMATION ABOUT CONTRACTOR**

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 Denver Contractor License if it has obtained one:

License No.: \_\_\_\_\_

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:

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Bidder \_\_\_\_\_

**DENVER INTERNATIONAL AIRPORT**

**Concourse B & C Sewer Repairs  
Contract No. 201950765**

**Bid Data Forms**

**LIST OF PROPOSED SUBCONTRACTORS WHICH  
ARE NOT M/WBE SUBCONTRACTORS**

Bidder shall list below the name, business address, work assignment and dollar value of each subcontractor that is not a M/WBE subcontractor which 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 of the Bidder's total bid. Only one 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 shall also be listed on the "List of Proposed Subcontractors" attached to these Bid Forms.

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 of the total bid amount until the Contractor has advised the SVP-AIM in writing of the reasons why the subcontractor was not listed in the bid 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 Contractor agrees not to subcontract any of the work assignment identified for that subcontractor until the Contractor has advised the SVP-AIM in writing of the reasons why a different subcontractor is being used and has obtained approval of the SVP-AIM of the substitution. This requirement does not affect the applicability of 502.

<b>Subcontractor</b>	<b>Work Assignment</b>	<b>Subcontract Dollar Value</b>
NAME: _____ ADDRESS: _____ _____ PHONE: _____		



<b>Subcontractor</b>	<b>Work Assignment</b>	<b>Subcontract Dollar Value</b>
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		

(This page can be duplicated if additional sheets are required.)

**EEO QUESTIONNAIRE**  
**Contract No.: 201950765**

1. Name of Business: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. City, State, Zip Code: \_\_\_\_\_
4. Telephone Number: (\_\_\_\_\_) \_\_\_\_\_
5. Name and title of your firm's EEO Contact: \_\_\_\_\_
6. Are you an affiliate or a subsidiary of another business organization (branches, etc.)?  
 Yes  No
7. Type of business you are engaged in: \_\_\_\_\_
8. Does the organization have a procedure for resolving discrimination complaints?  
 Yes  No
9. Has your firm been charged with discrimination within the past eighteen (18) months?  
 Yes  No
10. Is your firm required to submit an EEO-1 annually to the EEOC?  
 Yes  No
11. Are you now working or have you worked on a City and County of Denver contract during the past twelve (12) months?  Yes  No  
 If yes, complete the following information:

<u>Type of Contract</u>	<u>Contract Number</u>	<u>Total Cost of Each Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(You may use additional sheets if necessary)

(Page 1 of 2 pages)

**PROJECTION OF ANTICIPATED WORKFORCE**  
**Contract No. 201950765**

12. List the number of anticipated new employees needed by the contractor to perform this contract by trade/craft positions.

**ANTICIPATED NUMBER OF NEW EMPLOYEES FOR THIS CONTRACT**

Trade Craft	Estimated Total Manpower	Estimated Total Hours	Number of Employees Minority/Female	Total Estimated Employees Minority/Female
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

13. What is the anticipated number of employees from the apparent low bidder's current work force to be utilized to perform this contract? \_\_\_\_\_

14. Estimate manpower utilization for the project below:

**ESTIMATE OF MANPOWER UTILIZATION**

Trade Craft	Estimated Total Manpower	Estimated Total Hours	Number of Employees Minority/Female	Total Estimated Employees Minority/Female
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

15. Will the estimated total manpower (anticipated new hires and current staff to be utilized on this contract) meet the City's minority employment and female employment goals?

Yes  No

Bidder \_\_\_\_\_

**DENVER INTERNATIONAL AIRPORT**

**Concourse B & C Sewer Repairs  
Contract No. 201950765**

**Bid Data Forms  
EQUAL OPPORTUNITY REPORT STATEMENT**

Each Bidder shall complete and sign the Equal Opportunity Report Statement. A Bid may be considered unresponsive and may be rejected, in the Owner'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 CFR 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 CFR 60-1.40 and 41 CFR 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 or more employees.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

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

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

**DENVER INTERNATIONAL AIRPORT**

**Concourse B & C Sewer Repairs  
Contract No. 201950765**

**Bid Data Forms**

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

The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The 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 \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

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

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

# DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

In order for the agency or City to consider the bid or proposal, Contractors must complete the electronic version of the Diversity And Inclusiveness In City Solicitations Form then **print the completed form and include the hard copy as part of its bid documents. A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.** The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>

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

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

**INCLUDE A SIGNED HARD COPY OF THE COMPLETED  
FORM IN YOUR BID RESPONSE**

# **PREVAILING WAGES**

**The Prevailing Wage Schedule(s) which apply to this contract are contained in the pages immediately following this page.**

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



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Technician II  
**DATE:** May 13, 2019  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, May 10, 2019** 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. CO190020  
Superseded General Decision No. CO20180030  
Modification No. 3  
Publication Date: 05/10/2019  
(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.

**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](http://www.denvergov.org/humanresources)



General Decision Number: CO190020 05/10/2019 CO20

Superseded General Decision Number: CO20180030

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019
1	02/01/2019
2	02/22/2019
3	05/10/2019

ASBE0028-002 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 31.73	14.23

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CARP0055-002 11/01/2018

Rates	Fringes
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CARPENTER (Drywall Hanging  
Only).....\$ 29.45 9.64

-----  
CARP1607-001 06/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 32.99	14.02

-----  
ELEC0068-012 06/01/2018

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 35.80	15.45

-----  
ELEV0025-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.05	34.125

FOOTNOTE:

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

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\* ENGI0009-017 05/01/2018

	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 01/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 29.85	11.42

-----  
IRON0024-010 01/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.85	11.42

-----  
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 07/01/2018

	Rates	Fringes
GLAZIER.....	\$ 31.52	10.13

-----  
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 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.02	17.49

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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

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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: 11-28-2016**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
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		\$10.79	-
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

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

# Textura

Below is the Textura Fee Schedule for this project

Project Value	Project Fee (GC + Sub Usage)
\$0 - \$49,999.99	\$195
\$50,000 - \$99,999.99	\$325
\$100,000 - \$249,999.99	\$780
\$250,000 - \$499,999.99	\$1,625
\$500,000 - \$999,999.99	\$3,250
\$1,000,000 - \$2,999,999.99	\$5,850
\$3,000,000 - \$4,999,999.99	\$9,100
\$5,000,000 - \$9,999,999.99	\$12,220
\$10,000,000 - \$19,999,999.99	\$20,345
\$20,000,000 - \$49,999,999.99	\$32,500
\$50,000,000 - \$99,999,999.99	\$48,750
\$100,000,000 - \$199,999,999.99	\$69,095
\$200,000,000 - \$299,999,999.99	\$85,345
\$300,000,000 - \$399,999,999.99	\$109,720
\$400,000,000 - \$499,999,999.99	\$142,220
\$500,000,000 - \$999,999,999.99	\$162,500
\$1,000,000,000 - \$1,999,999,999.99	\$345,345
\$2,000,000,000 - \$4,999,999,999.99	\$650,000
\$5,000,000,000 - \$9,999,999,999.99	\$1,015,625
\$10,000,000,000 or greater	\$1,503,125

# 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.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> 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) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> 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>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://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 person 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.

# **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 numbering of this contract document.**



**DENVER**  
OFFICE OF ECONOMIC  
DEVELOPMENT

Office of Economic Development  
**Division of Small Business Opportunity**  
Denver International Airport  
Jeppesen Terminal, Level 6, West  
8500 Pena Blvd  
Denver, CO 80249  
Phone: 303-342-2180  
[DSBO@flydenver.com](mailto:DSBO@flydenver.com)

## COMMITMENT TO MWBE PARTICIPATION

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

The Bidder/Proposer is committed to the minimum \_\_\_\_\_% **MWBE** utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:

**Hard Bids:** Three (3) business days after the bid opening.

**Request for Proposals/Qualifications:** With the proposal when due.

**Compliance Plans:** With each task/work order

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

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

Bidder/Proposer (Name of Firm):

Firm's Representative (Please print):

Signature (Firm's Representative):

Title:

Address:

City:

State:

Zip:

Phone:

Fax:

Email:

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



**DENVER**  
THE MILE HIGH CITY

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

Office of Economic Development  
Division of Small Business Opportunity  
Denver International Airport  
Jeppesen Terminal, Level 6, West  
8500 Pena Blvd  
Denver, CO 80249  
Phone: 303-342-2180  
EMAIL: [DSBO@flydenver.com](mailto:DSBO@flydenver.com)

City and County of Denver Contract No.: \_\_\_\_\_

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

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

#### M/WBE Prime Proposer

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

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

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

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

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

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

Subcontractors, Suppliers Manufacturers or Brokers (check one box)							
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)



Office of Economic Development  
**Division of Small Business Opportunity**  
 Denver International Airport  
 Jeppesen Terminal, Level 6, West  
 Denver, CO 80249  
 Phone: 303-342-2180

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

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

<b>Contract No.:</b>	<b>Project Name:</b>
----------------------	----------------------

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

Name of Bidder/Consultant:		Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Phone:	
Contact Person:	Email:		Fax:	
Address:	City:	State:	Zip:	

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

Name of Certified Firm:		Phone:		
Contact Person:	Email:		Fax:	
Address:	City:	State:	Zip:	

<b>Please check the designation which applies to the certified firm.</b>	<b>M/WBE</b>		<b>SBE</b>		<b>EBE</b>		<b>DBE</b>	
	(√)		(√)		(√)		(√)	

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

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

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. **On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.**

	<b>Subcontractor/Subconsultant</b>		<b>Supplier</b>		<b>Broker</b>	
	(√)		(√)		(√)	

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

\$	%
----	---

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

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

Bidder/Consultant's Signature:	Date:
--------------------------------	-------

Title:	
--------	--

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

Title:	
--------	--

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



## Letter of Intent (LOI) Checklist

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

*Submit the attached completed checklist with this letter.*

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

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

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

## Joint Venture Affidavit

The Undersigned swears that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the Undersigned covenant and agree to provide the City current, complete, and accurate information regarding actual joint venture work and the payment thereof and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the City or Federal funding agency, if applicable. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initialing action under Federal or State laws concerning false statements.

Name of Firm: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

### Notary Public

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Seal

Notary Signature: \_\_\_\_\_

Notary Commission #: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

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

### Notary Public

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Seal

Notary Signature: \_\_\_\_\_

Notary Commission #: \_\_\_\_\_

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



# JOINT VENTURE ELIGIBILITY FORM

Office of Economic Development  
Division of Small Business Opportunity  
Denver International Airport  
Jeppesen Terminal, Level 6, West  
Denver, CO 80249  
Phone: 303-342-2180  
[DSBO@flydenver.com](mailto:DSBO@flydenver.com)

**Joint Venture means** an association of two (2) or more business enterprises to constitute a single business enterprise to perform a City construction or professional design and construction services contract for which purpose they combine their property, capital, efforts, skills and knowledge, and in which each joint venturer is responsible for a distinct, clearly defined portion of the work of the contract, performs a commercially useful function, and whose share in the capital contribution, control, management responsibilities, risks and profits of the joint venture are equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the joint venturers and their relationship and responsibility to the contract.

The Division of Small Business Opportunity (DSBO) requires the following information be provided from participants of a prospective joint venture, to assist DSBO in evaluating the proposed joint venture. This Joint Venture Eligibility form and the Joint Venture Affidavit apply if SBEs, EBEs, MBEs, WBEs or DBEs participate in this joint venture.

Please return this form, the Joint Venture Affidavit, and a copy of your Joint Venture Agreement to: Division of Small Business Opportunity, 201 West Colfax Avenue, Denver, CO 80202, at least **ten (10) working days** prior to bid opening or proposal.

If you have questions regarding this process, please contact DSBO at 720-913-1999.

### Joint Venture Information

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:

### Joint Venture Participants

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/E/M/W or DBE)	

Type of Work for which Certification was granted:

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/E/M/W or DBE)	

Type of Work for which Certification was granted:

### General Information

SBE/EBE/MBE/WBE/DBE Initial Capital Contributions: \$	%
Future capital contributions (explain requirements) (attach additional sheets if necessary):	

Source of Funds for the SBE/EBE/MBE/WBE/DBE Capital Contributions:

Describe the portion of the work or elements of the business controlled by the SBE/EBE/MBE/WBE or DBE: (attach additional sheets if necessary)

Describe the portion of the work or elements of the business controlled by non-SBE/EBE/MBE/WBE or DBE: (attach additional sheets if necessary)


**JOINT VENTURE ELIGIBILITY FORM**

**General information**

Describe the SBE/EBE/MBE/WBE or DBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board voting rights, etc.) (attach additional sheets if necessary)


Describe the SBE/EBE/MBE/WBE or DBE's share in the profits of the joint venture:


Describe the SBE/EBE/MBE/WBE or DBE's share in the risks of the joint venture:


Describe there roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. SBE/EBE/MBE/WBE or DBE joint venture participant:


b. Non- SBE/EBE/MBE/WBE or DBE joint venture participant:


Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):

a. SBE/EBE/MBE/WBE or DBE joint venture participant:


b. Non- SBE/EBE/MBE/WBE or DBE joint venture participant:


Which firm will be responsible for accounting functions relative to the joint venture's business?

Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?

Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the S/E/MWBE/DBE, non- S/E/MWBE/DBE or joint venture:

	Non- SBE/EBE/M/WBE/DBE	SBE/EBE/M/WBE/DBE	Joint Venture
<b>Management</b>			
<b>Administrative</b>			
<b>Support</b>			
<b>Hourly Employees</b>			

**JOINT VENTURE ELIGIBILITY FORM**

**General Information**

Please provide the name of the person who will be responsible for hiring employees for the joint venture.

Who will they be employed by?

Are any of the proposed joint venture employees currently employees of any of the joint venture partners?  Yes (√)  No (√)

If yes, please list the number and positions and indicate which firm currently employs the individual(s), (use additional sheets if necessary)

Number of employees	Position	Employed By

Attach a copy of the proposed joint venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners.

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved.

If there are any significant changes in or pertaining to this submittal, the joint venture members must immediately notify the Division of Small Business Opportunity.

# **INSURANCE CERTIFICATE OR REQUIREMENTS**

**The insurance requirements relative to this contract are contained in the pages immediately following this page.**

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

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

**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 the DEN ROCIP. These manuals are part of the Contract Documents.

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

**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](mailto: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 policy and project/location 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 pollution coverage 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 [\[Exhibit A\]](#).

## 2.3.5 Contractor's Pollution Legal Liability



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.

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

**[REMOVE IF NOT PERTINENT PER SOW.]**

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 for those positions defined in **[Exhibit A]** of this Agreement.

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.

#### 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.

#### 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 or 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, 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.

#### 2.8 Additional Provisions

2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.

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.
- 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 Coverage limits purchased by Contractor greater than the minimum amounts required under this Agreement must be referenced on any provided certificate of insurance.
  - 2.8.6 All policies shall be written on an occurrence form when available. If an occurrence form is unavailable, 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 Chargebacks

#### 3.8.2.1 Commercial General Liability Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the DEN ROCIP Commercial General Liability Policy. The Enrolled Party primarily responsible for causing any bodily injury or property damage liability loss shall be responsible for payment of the charge-back. The determination of responsibility will be solely determined by DEN. The charge-back will be calculated as follows:

Maximum Chargeback	Equal to the deductible under the Enrolled Party's Commercial General Liability Policy (non-ROCIP) up to a maximum of \$25,000 each claim.
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Minimum Chargeback	Equal to the actual loss or \$5,000, whichever is less.
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#### 3.8.2.2 Contractor's Pollution Liability Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the Contractor's Pollution Liability Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the ROCIP insurer for losses attributable to the Contractor's work, acts or omissions, or the Work, or acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

#### 3.8.2.3 Builder's Risk Insurance Claim Chargeback

A claim charge-back will be assessed for the amount of any loss payable under the Builder's Risk Insurance Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the insurer for losses attributable to the Contractor's work, acts or omissions, or the Work, or acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

### 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 project/location 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 [REMOVE IF NOT PERTINENT PER SOW.]

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in **[Exhibit A]**.

### 3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber): [REMOVE IF NOT PERTINENT PER SOW.]

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.

- 3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill for those positions defined in **[Exhibit A]** of this Agreement.
- 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.

### 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, Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber) 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.
- 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 Coverage limits purchased by Contractor greater than the minimum amounts required under this Agreement must be referenced on any provided certificate of insurance.
  - 3.9.13.6 All policies shall be written on an occurrence form. If an occurrence form is unavailable, 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 ROCP 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"
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> <ol style="list-style-type: none"> <li>(1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s) with no direct onsite installation responsibility;</li> <li>(2) Hazardous materials remediation, removal, or transportation companies and their consultants;</li> <li>(3) Any architect, engineer or surveyor and their consultants except when approved by DEN and its insurer(s);</li> <li>(4) 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 the Site;</li> <li>(5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;</li> <li>(6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason; however, employees making deliveries to the Project Site for the purposes of off-loading material may be eligible for coverage under the DEN ROCIP.</li> <li>(7) Persons or entities who are not Enrolled Parties or included as insureds within the policies;</li> </ol>



- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or
- (9) Any other person or entity specifically excluded by DEN, in its sole discretion, from participation as Enrolled Parties.
- 10) Any other person or entity specifically excluded by DEN, in its sole discretion, from participation as Enrolled Parties.

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.

**DENVER INTERNATIONAL AIRPORT**  
**Concourse B & C Sewer Repairs**  
**Contract No. 201950765**

**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. 201950765, Concourse B & C Sewer Repairs, 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:

\_\_\_\_\_  
Secretary  
[SEAL if bidder a corporation]

\_\_\_\_\_  
PRINCIPAL

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

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
Attorney-in-Fact

(ATTACH POWER OF ATTORNEY)

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

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF AVIATION  
NOTICE TO APPARENT LOW BIDDER**

Date: [Date]

To: [Bidder name and address]

The Chief Executive Officer, having considered the Bids submitted for the construction of Contract No. 201950765, Concourse B & C Sewer Repairs, Denver International Airport, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado and it appearing that your Bid is fair, equitable and in the best interest of said City and County, the said Bid with a Total Contract Bid Amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is hereby declared to be acceptable, subject to the approval of the execution of the contract by the City in accordance with the Charter of the City and County of Denver.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract and furnish the required Performance Bond, Payment Bond and insurance certificates within ten (10) consecutive calendar days from and including the date of this receipt of the contract. In addition, you are required to submit the EEO information described in IB-28 before a Notice to Proceed may be issued.

The bid security submitted with your Bid will be returned upon execution of the Contract, the City's receipt of the required Performance and Payment Bonds and insurance certificates, and, if required, City Council approval of the contract. If you should fail to execute the Contract and furnish the Performance and Payment Bonds and insurance certificate within the time limit specified, said bid security will be retained by the City and County of Denver as liquidated damages, and not as a penalty, for the delay and extra work caused thereby.

All construction contracts made and entered into by the City and County of Denver are subject to applicable City and/or Federal Affirmative Action and Equal Employment Opportunity Rules and Regulations, and each contract requiring payment by the City of Five Million Dollars (\$5,000,000.00) or more shall first be approved by the City Council acting by Ordinance and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

Prior to issuance of Notice to Proceed, all Affirmative Action and Equal Employment Opportunity requirements must be completed.

CITY AND COUNTY OF DENVER

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

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

# CONTRACT

**The contract is contained in the pages immediately following this page  
which include the following attachments:**

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

## C O N T R A C T

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

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

**WHEREAS**, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of task orders issued under Contract No. \_\_\_\_\_, \_\_\_\_\_ at Denver International Airport (DEN); and

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

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

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

**ARTICLE I - CONTRACT DOCUMENTS**: It is agreed by the parties that the instruments, drawings, and documents described below and attached to and bound with this Contract (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:

Advertisement of Notice of Invitation for Proposals  
Instructions to Proposers  
Addenda (if any)  
Proposal Forms  
Proposal Letter  
Schedule of Prices and Quantities  
Proposal Data Forms  
Notice to Apparent Selected Proposer  
Contract  
Appendix 1  
Compliance Plan  
Performance Bond  
Payment Bond  
Notice to Proceed  
Form of Final Receipt

Construction General Contract Conditions (2011 Edition) (the “Yellow Book”)  
Special Conditions  
Prevailing wage schedules  
Insurance certificate(s)  
Equal Employment Opportunity Provisions  
Technical Specifications  
Contract Drawings  
Approved Shop Drawings  
Approved Task Orders (to be provided and incorporated per task order)  
Approved Task Order Directives (to be provided and incorporated per task order)  
Change Directives (to be provided and incorporated per task order)  
Change Orders (to be provided and incorporated per task order)

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

Appendix No. 1

Articles I through XXI of this Contract with all Exhibits, as modified by any City-authorized Amendments, City-authorized Change Orders and Task Orders.

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

**ARTICLE II - SCOPE OF WORK:** The Contractor agrees to and shall furnish all labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Contract Documents.

**ARTICLE III - TERMS OF PERFORMANCE:** The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Senior Vice President – Airport Infrastructure Management and agrees to fully complete the Work in its entirety within 365 consecutive calendar days from the date of said Notice to Proceed. This period of performance is also referred to as Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

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

**ARTICLE IV - LIQUIDATED DAMAGES:** It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to substantially complete the Work described in a Milestone Area 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 the 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 those amounts listed in the Special Conditions. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

**ARTICLE V - TERMS OF PAYMENT:** The City agrees to pay the Contractor for the performance and completion of all of the Work as required by the Contract Documents, and the Contractor agrees to accept as its full and only compensation therefor, a total amount of \_\_\_\_\_ (\$ \_\_\_\_\_) (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 the Contractor hereunder shall not subject the City to any cost, charge, or fee not specified above.

Payments will be made to the Contractor in accordance with the City's Prompt Payment Ordinance, D.R.M.C. Sections 20-107, *et. seq.*, subject to the Maximum Contract Amount. Contractor agrees that interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.

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

**ARTICLE VII - CONTRACT BINDING:** It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

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

**ARTICLE IX - ASSIGNMENT:** The Contractor shall not assign the whole or any part of its

duties, rights, and interests in this Contract without first obtaining the written consent of the CEO.

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

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

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

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

**ARTICLE XIV - COORDINATION OF SERVICES:** The Contractor agrees to perform its work under this Contract in accordance with the operational requirements of 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 XV - COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all current and existing applicable laws, rules, regulations and codes of the United States and the State of Colorado, and with the charter, ordinances and rules and regulations of the City and County of Denver.

**ARTICLE XVI – PROMPT PAY:** The Contractor is subject to D.R.M.C. Section 20-112 wherein the Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (D.R.M.C. Sections 20-107 through 20-118).

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

**ARTICLE XVII – COLORADO OPEN RECORDS ACT:** The Contractor acknowledges that

the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 *et seq.*, and the Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Contract notwithstanding, including the Contract Documents, exhibits, attachments, and other documents incorporated into this Contract by reference, and all materials, records, and information provided by the Contractor to the City shall be considered confidential by the City **only** to the extent provided in the Colorado Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Colorado Open Records Act shall result in no liability of the City.

### **ARTICLE XVIII – COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:**

This Contract is subject to all applicable provisions of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal **of twenty-five percent (25%)** established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of the approved Small Business Enterprise Compliance Plan. Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 D.R.M.C. and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, D.R.M.C. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

### **ARTICLE XIX - PREVAILING WAGE REQUIREMENTS**

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

Date bid or proposal issuance was advertised \_\_\_\_\_.

If contract opportunity was not advertised, date of written encumbrance \_\_\_\_\_.

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 Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

**ARTICLE XX – ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

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

General Civil Rights - The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed,

color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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

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

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

[END OF PAGE]

## **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 201950765-00,  
Concourse B & C Sewer Repairs, 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 \_\_\_\_\_  
\_\_\_\_\_ [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 201950765-00,  
Concourse B & C Sewer Repairs, 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

**CITY AND COUNTY OF DENVER**

**DEPARTMENT OF AVIATION**

\*\*\*\*\*

**NOTICE TO PROCEED**

Date:

TO: [Bidder name and address]

You are hereby authorized and directed to proceed on this date with the work of constructing Contract No. 201950765, Concourse B & C Sewer Repairs, Denver International Airport, Denver, Colorado, as set forth in detail in the Contract Documents for the City and County of Denver.

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

CITY AND COUNTY OF DENVER

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

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

**City and County of Denver**



**DENVER**  
THE MILE HIGH CITY

DEPARTMENT OF AVIATION  
DEPARTMENT OF PUBLIC WORKS

**STANDARD SPECIFICATIONS FOR  
CONSTRUCTION  
GENERAL CONTRACT CONDITIONS**

2011 Edition

**Statement**

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

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**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 DEN Contract Procurement 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:

- IFB Technical Specifications Concourse B dated April 18, 2019
- IFB Technical Specifications Concourse C dated April 18, 2019
- Contract Drawings – Concourse B Sewer Repairs Volume No. 01 dated April 18, 2019
- Contract Drawings – Concourse C Sewer Repairs Volume No. 01 dated April 18, 2019

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, 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, 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, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Senior Director of Airport Infrastructure Management (Director), reports to the SVP-AIM, Airport Infrastructure Management Division, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the Senior Director-AIM. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract.

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

### **SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING**

With respect to General Condition 501, no more than 80% 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 No.</u>	<u>Description</u>
UNK	Concourse B Baggage – UAL
201845859	Concourse B Xcel Vaults Re-Life
UNK	Concourse B East and West Expansion
201844278	Boiler 1, 3, 4 Replacement
TBD	Concourse A & C Pre-Conditioned Air Plant Re-Life

**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 three hundred and sixty-five (365) consecutive calendar days from Notice to Proceed.

The Work to be performed under the Contract is divided into the following 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 below:

<u>Milestone</u>	<u>Date of Completion (or, days from NTP)</u>
------------------	---

Not applicable

**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 \$1,000.00 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:

Amount per day

Not applicable

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 regularly entering the construction areas must obtain personnel access badges from the Airport Access Services Office and must display badges, at all times, upon entering the construction, restricted and sterile areas of the airport.. Any employee, subcontractor or supplier who violates such rules may be subject to revocation of his access authorization, including authorization for access to the construction site and all other restricted and sterile areas.

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

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

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

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

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

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

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

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

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

DEN Contact: Glenn Spies  
(303) 342-4323

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

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

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

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

### **SC-10 CONSTRUCTION ACCESS**

The work site(s) is(are) located at Concourse B – 8900 Pena Blvd. and Concourse C – 9100 Pena Blvd., Denver, CO 80249. The Contractor shall have access to the work site via Gate 5 (preferred) or Gate 4.

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 ATTORNEY’S FEES**

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

### **SC-16 INSURANCE REQUIREMENTS**

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are defined as follows:

- a) Contractor shall obtain and keep in force all of the minimum insurance requirements set forth in Exhibit C (“Insurance Requirements”) during the entire term of this Agreement, including any extensions of the Agreement, warranty periods 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) If this Project is identified as a Rolling Owner Controlled Insurance Program (ROCIP) Project, DEN shall obtain and keep in force all of the minimum insurance set forth in Section 4 of the [ROCIP Insurance Manual](http://business.flydenver.com/bizops/documents/den_ROCIPIII_template.dotx) ([http://business.flydenver.com/bizops/documents/den\\_ROCIPIII\\_template.dotx](http://business.flydenver.com/bizops/documents/den_ROCIPIII_template.dotx))

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

- a) include all subcontractors performing services hereunder as Additional Named Insureds under its required insurance and specifically list on all submitted certificates of insurance required under Exhibit C; or
- b) ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in Exhibit C.

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 Agreement 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 pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (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. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract.

The Parties understand and agree that 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 and 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 City and County of Denver, its elected and appointed 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 Lien 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-30. “Accessible” parking spaces and access aisles as used in this SC-30 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® Construction Payment Management System (CPM 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.

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

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

**Agency/Firm**  
DEN Division CA



DEN Division PM  
DEN Division Director  
DEN Contract Svcs CA  
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 completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND** the Contractor's Certification of Payment Form.



## DENVER INTERNATIONAL AIRPORT PARTIAL LIEN RELEASE – CONSTRUCTION (Subcontractor)

Project: _____	Date: _____
City Contract No. _____	Current Subcontract Amount: \$ _____
FROM: Subcontractor _____	(1) Last Progress Payment for billing period ending _____ 20____
Address: _____	\$ _____
City/State: _____	(2) Progress invoiced for previous billing period (if unpaid) _____ 20____
Telephone: _____	\$ _____
TO: Contractor _____	(3) Progress invoiced for current billing period ending _____ 20____
Address: _____	\$ _____
City/State: _____	(4) <b>Total Paid to Date:</b>
	\$ _____

( ) 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. \_\_\_\_\_

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

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 II**  
**NOTICE OF HEARING**

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

EULOIS CLECKLEY  
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 minority<sup>1</sup> 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.

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<sup>1</sup> "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 CFR Part 60-3.
- h. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The contractor should have made certain that all facilities are not segregated by race.
- j. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid conditions, including circulation of minority and female contractor associations.

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

3. **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.



**REQUEST FOR PROPOSALS (RFP) CONTRACT NO. 201950765  
CONCOURSE B AND C SEWER REPAIR**

**ADDENDUM NUMBER ONE**

This Addendum Number One (1) supersedes and/or supplements all portions of the IFB Documents with which it conflicts. Bidder must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 2, Part 1.



\_\_\_\_\_  
Jessica Encinias  
Contract Administrator  
DEN Finance – Contract Services



DENVER INTERNATIONAL AIRPORT

CONCOURSE B AND C SEWER REPAIRS

NOTICE OF INVITATION FOR BIDS CONTRACT NO. 201950765

## ADDENDUM NUMBER ONE

### Scope of this Addendum

Addendum Number One (1) includes modifications to the following IFB Documents Technical Specifications – Division 01 and Drawings issued August 29, 2019. These modifications are deemed necessary by the City and County of Denver.

#### Architectural, Mechanical, and Electrical Scopes of Work

#### CORRECTIONS/REVISIONS:

1. Technical Specifications –
  - A. Technical Specification – Division 01
    - Specification Section 01 73 30 -- Part 3, Section 3.4.C.3: added Item b for concrete floor sealant
  - B. Technical Specification – Division 22
    - Specification Section 22 13 29 – Part 2, Section 2.1A, Item 1: Added Flygt Corporation manufacturer to approved list. Revised to lifting chain for lifting cable.
    - Specification Section 22 13 29 – Part 2, Section 2.1A, Item 11g: Revised to lifting chain for lifting cable.
  - C. Technical Specification – Division 26
    - Specification Section 26 05 33 – Part 3, Section 3.2Y: This sub-section was added back in to call for the use of seal-offs between the sump pits and controller boxes and where otherwise required by NFPA 70.

**\*\*The Technical Specifications will be listed on the flydenver website under the Incidental Docs labeled as the following; Specification Table of Contents as Miscellaneous 1, Technical Specification – Division 01 as Miscellaneous 2, Technical Specification – Division 22 as Miscellaneous 3 and Technical Specification – Division 26 as Miscellaneous 4\*\***

2. Drawings -
  - A. Concourse B
    - i. Sheet M000 - Cover Sheet – Seal and Signature
    - ii. Sheet M002 - Legend and Schedules - Pump notes revisions.

iii. Sheets M101B through M116B - Revised new construction notes 11 and 12.



iv. Sheet M502 - Details 1 and 2 - Modified notes.

- Detail 3 – Modified to show a temporary bypass pump. Added note for controls connection to existing EMCS.

B. Concourse C

i. Sheet M000 - Cover Sheet – Seal and Signature

ii. Sheets M101C through M116C - Revised new construction notes 11 and 12.

iii. Sheet M502 - Details 1 and 2 - Modified notes.

- Detail 3 – Modified to show a temporary bypass pump.

**\*\*The Drawings will be listed on the flydenver website under the Incidental Docs labeled as the following; Concourse B Drawings as Miscellaneous 5 and Concourse C Drawings as Miscellaneous 6\*\***

The total number of pages (including cover sheet) contained in this Addendum Number One (1) is Three (3) pages.

\* \* \* \* \*

*End of Addendum Number **One (1)**.*

DENVER INTERNATIONAL AIRPORT  
BID FORMS

CONTRACT NAME: Concourse B & C Sewer Repairs  
Contract No.: 201950765

Bid Letter

BIDDER PCL Construction Services, Inc.

Kim Day, Chief Executive Officer  
City and County of Denver  
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 August 29, 2019, for Contract No. 201950765, Denver International Airport, Concourse B & C Sewer Repairs.

This contract is for a sewer repair project that includes 41 sumps in the basements of Concourse B & C, including plumbing, electrical, and structural work. Basically, the sump pumps and accessories will be replaced. Also, the sumps will be structurally repaired and lined. The electrical work includes disconnection and reconnection of the pumps, replacement of the controls, and addition of a visual notification device. Work will require airside access.

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: Seven million two hundred forty four thousand six hundred fifty three

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\_\_\_\_\_ Dollars and Zero Cents  
(\$ 7,244,653.00).

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the contract documents:

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) calendar 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) calendar 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 27th day of September, 2019

**BUSINESS ADDRESS OF BIDDER:** 2000 S. Colorado Blvd., Tower 2-500  
City, State, Zip Code: Denver, CO 80222  
Telephone Number of Bidder: ( ) 303-365-6500  
Fax Number of Bidder: ( )  
Bidder Social Security or Employer ID: \_\_\_\_\_  
Bidder Email Address: hrharper@pcl.com  
Bidder's Point of Contact Name: Heather Harper


**SIGNATURE OF BIDDER:**

PRINT NAME OF BIDDER:

PCL Construction Services, Inc.

Attest:

(Corporate Seal)



Secretary

By:



President District  
manager



# **SCHEDULE OF PRICES AND QUANTITIES**

**The Schedule of Prices and Quantities 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.**

**CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES**

**CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD**

**DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765**

Unless noted otherwise, unit price items listed below shall include all labor and material required to complete the work. Quantities indicated are estimates only and shall be used for pricing purposes. Actual quantities may vary during construction. Actual encountered quantities will be compared to estimates and adjusted based on the unit pricing provided.

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
1B	<p>SUMP - SCOPE OF WORK AS DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, ELECTRICAL WORK, THE DEMOLITION OF THE PUMPS, PIPING AND SUMP COVERS, REPAIR OF THE SUMPS AS DESCRIBED IN THE SPECIFICATIONS, PROVIDING NEW PUMPS AND APPURTENANCES, PIPING, COVERS, AND CONTROLLERS AND ALARMS.</p> <p style="text-align: right;">Three million seven hundred forty five thousand nine hundred eighty      dollars</p> <p style="text-align: right;">and _____ no _____ cents</p> <p style="text-align: right;">(\$133,785) per sump</p>	EA	28	\$ 133,785.00	\$ 3,745,980.00
2B	<p>INJECTION POINT, 12' DEEP - PRESSURE GROUT THE 12 FOOT DEEP SANITARY AND INDUSTRIAL SUMPS AT THE PRECAST JOINTS, (2 JOINTS PER SUMP AND 8 INJECTION POINTS PER JOINT). REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A, 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.</p> <p style="text-align: right;">thirty five thousand five hundred eighty four      dollars</p> <p style="text-align: right;">and _____ no _____ cents</p> <p style="text-align: right;">(\$139) per injection point</p>	EA	16 X 2 X 8 = 256	\$ 139.00	\$ 35,584.00
3B	<p>INJECTION POINT, 7' DEEP - PRESSURE GROUT THE 7 FOOT DEEP FOOTING SUMPS AT THE PRECAST JOINTS, (1 JOINT PER SUMP AND 8 INJECTION POINTS PER JOINT). REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A, 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.</p> <p style="text-align: right;">eleven thousand one hundred twenty      dollars</p> <p style="text-align: right;">and _____ no _____ cents</p> <p style="text-align: right;">(\$139) per injection point</p>	EA	10 X 1 X 8 = 80	\$ 139.00	\$ 11,120.00

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
4B	INJECTION POINT, BOTTOM BARREL - PRESSURE GROUT THE JOINT BETWEEN THE BOTTOM BARREL AND THE BASE. GROUT INJECTION POINTS TO BE 18" HIGH AND A TOTAL OF 8 INJECTION POINTS SPACED EVENLY AROUND THE INTERIOR OF THE BARREL. REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.	EA	28 X 8 = 224	\$ 139.00	\$ 31,136.00
5B	INJECTION POINT AT PIPES - PRESSURE GROUT THE WASTE PIPE ENTERING THE SUMP USING 3 INJECTION POINTS PER PIPE. REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 4 ON M501.	EA	28 X 1 X 3 = 84	\$ 139.00	\$ 11,676.00
6B	SUMP - 12" DEEP, EPOXY LINE - EPOXY LINE THE SANITARY AND INDUSTRIAL SUMPS (12 FEET DEEP) PER SPEC SECTION 33-30-80, PARAGRAPH 2.2 EPOXY LINING SYSTEM.	EA	16	\$ 19,768.00	\$ 316,288.00

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENNA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
7B	SUMP, 7' DEEP, EPOXY LINE - EPOXY LINE THE FOOTING SUMPS (7 FEET DEEP) PER SPEC SECTION 33-30-80 PARAGRAPH 2.2 EPOXY LINING SYSTEM.  one hundred twenty five thousand six hundred twenty dollars and _____ no _____ cents (\$12,562) per sump	EA	10	\$ 12,562.00	\$ 125,620.00
8B	SUMP, JANITORS, CLOSET, EPOXY LINE - EPOXY LINE THE JANITORS CLOSET SUMPS (3 FEET DEEP) PER SPEC SECTION 33-30-80 PARAGRAPH 2.2 EPOXY LINING SYSTEM.  thirteen thousand eight hundred eighty four dollars and _____ no _____ cents (\$6,942) per sump	EA	2	\$ 6,942.00	\$ 13,884.00
9B	SUMP, DYE TRACE - INSERT DYE OR OTHER TRACING MATERIAL INTO FOOTING SUMPS AND DETERMINE LOCATION OF OUTFLOW.  one hundred thirty thousand seven hundred seventy dollars and _____ no _____ cents (\$13,077) per sump	EA	10	\$ 13,077.00	\$ 130,770.00

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENNA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

Item No.	Description and Price	Unit	Estimated Quantity	Unit Rate	Item Total
10B	NEW SUMP BASE - POUR NEW 4" THICK BY 48" ROUND SUMP BASE. REFER TO SPEC 33-30- 80 2.4, PATCHING REPAIRS C, HYDRAULIC CEMENT, AND DETAIL 5, SHEET M501  twenty five thousand seven hundred eighty five dollars  and no cents  (\$8,595) per sump	EA	3	\$ 8,595.00	\$ 25,785.00
11B	CRACK FILLER - APPLY HYDRAULIC CEMENT CRACK FILLER ON ALL CRACKS 1/4" OR MORE DEEP. REFER TO SPEC 33-30-80, 2.4, C HYDRAULIC CEMENT AND 3.2, COVERAGE A-D  seven thousand dollars  and no cents  (\$10) per lineal foot	LF	700	\$ 10.00	\$ 7,000.00
12B	RUNG REMOVAL, FILL HOLES - REMOVE RUNG AND FILL (2) HOLES WITH HYDRAULIC CEMENT. REFER TO SPEC 33-30-80, 2.4, C, HYDRAULIC CEMENT AND 3.2 COVERAGE A-D  one thousand six hundred twenty five dollars  and no cents  (\$25) per rung	EA	25	\$ 65.00	\$ 1,625.00

**CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES**

**CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD**

**DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765**

Item No.	Description and Price	Unit	Estimated Quantity	Unit Rate	Item Total
13B	RUNG REMOVAL, GRIND DOWN - REMOVE RUNG AND GRIND METAL AT ATTACHMENT POINT FLUSH WITH THE SUMP SIDE:  one thousand six hundred twenty five dollars and _____ no _____ cents (\$25) per rung	EA	25	\$ 65.00	\$ 1,625.00

**SUBTOTAL ITEMS (1-13) \$ 4,458,093.00**

CONTRACT SPECIFICATIONS  
 SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
 8900 PENA BLVD

DENVER INTERNATIONAL AIRPORT  
 CONSTRUCTION CONTRACT: 201950765

MISCELLANEOUS ITEMS

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
14B	MOBILIZATION  three hundred seventy one thousand eight hundred ninety three dollars and _____ no _____ cents (\$371,893) per lump sum	LS	1	\$ 371,893.00	\$ 371,893.00
15B	TRAFFIC CONTROL  eleven thousand six hundred fifteen dollars and _____ no _____ cents (\$11,615) per lump sum	LS	1	\$ 11,615.00	\$ 11,615.00
16B	WASTEWATER FLOW MANAGEMENT  thirteen thousand five hundred ninety nine dollars and _____ no _____ cents (\$13,599) per lump sum	LS	1	\$ 13,599.00	\$ 13,599.00

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENNA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

17B	SECURITY GUARD ALLOCATION - Allowance	LS	1	\$ 6,240.00	\$ 6,240.00
	<p>six thousand two hundred forty dollars</p> <p>and no cents</p> <p>(\$6,240) per lump sum</p>				
18B	PERMITTING - NO MARKUPS	LS	1	\$ 30,318.00	\$ 30,318.00
	<p>thirty thousand three hundred eighteen dollars</p> <p>and no cents</p> <p>(\$30,318) per lump sum</p>				
SUBTOTAL ALL MISCELLANEOUS ITEMS (14-18) \$ 433,665.00					
SUBTOTAL ALL ITEMS (1-18) \$ 4,891,758.00					
19B	TEXTURA AND USER FEE (IF APPLICABLE)	LS	1	\$ 7,000.00	\$ 7,000.00
	<p>seven thousand dollars</p> <p>and no cents</p> <p>(\$7,000) per lump sum</p>				
TOTAL ALL ITEMS (1-19) \$ 4,898,758.00					



**CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES**

**CONCOURSE B SEWER REPAIRS  
8900 PENNA BLVD**

**DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765**

Unless noted otherwise, unit price items listed below shall include all labor and material required to complete the work. Quantities indicated are estimates only and shall be used for pricing purposes. Actual quantities may vary during construction. Actual encountered quantities will be compared to estimates and adjusted based on the unit pricing provided.

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
1C	SUMP - SCOPE OF WORK AS DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, ELECTRICAL WORK, THE DEMOLITION OF THE PUMPS, PIPING AND SUMP COVERS, REPAIR OF THE SUMPS AS DESCRIBED IN THE SPECIFICATIONS, PROVIDING NEW PUMPS AND APPURTENANCES, PIPING, COVERS, AND CONTROLLERS AND ALARMS.  one million seven hundred thirty nine thousand two hundred five dollars and _____ no _____ cents (\$133,785) per sump	EA	13	\$ 133,785.00	\$ 1,739,205.00
2C	INJECTION POINT, 12' DEEP - PRESSURE GROUT THE 12 FOOT DEEP SANITARY AND INDUSTRIAL SUMPS AT THE PRECAST JOINTS, (2 JOINTS PER SUMP AND 8 INJECTION POINTS PER JOINT). REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A, 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.  fifteen thousand five hundred sixty eight dollars and _____ no _____ cents (\$139) per injection point	EA	7 X 2 X 8 = 112	\$ 139.00	\$ 15,568.00
3C	INJECTION POINT, 7' DEEP - PRESSURE GROUT THE 7 FOOT DEEP FOOTING SUMPS AT THE PRECAST JOINTS, (1 JOINT PER SUMP AND 8 INJECTION POINTS PER JOINT). REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A, 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.  four thousand four hundred forty eight dollars and _____ no _____ cents (\$139) per injection point	EA	4 X 1 X 8 = 32	\$ 139.00	\$ 4,448.00

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
4C	INJECTION POINT, BOTTOM BARREL. -PRESSURE GROUT THE JOINT BETWEEN THE BOTTOM BARREL AND THE BASE. GROUT INJECTION POINTS TO BE 18" HIGH AND A TOTAL OF 8 INJECTION POINTS SPACED EVENLY AROUND THE INTERIOR OF THE BARREL. REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A, 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 3 ON M501.  fourteen thousand four hundred fifty six dollars  and _____ no _____ cents  (\$139) per injection point	EA	13 X 8 = 104	\$ 139.00	\$ 14,456.00
5C	INJECTION POINT AT PIPES. - PRESSURE GROUT THE WASTE PIPE ENTERING THE SUMP USING 3 INJECTION POINTS PER PIPE. REFER TO SPEC SECTION 33-30-80 SECTION 2.3 INFLOW AND INFILTRATION, A, 2, AND 3.5 SUMP CHEMICAL PRESSURE GROUTING. REFER TO DIAGRAM 4 ON M501.  five thousand four hundred twenty one dollars  and _____ no _____ cents  (\$139) per injection point	EA	13 X 1 X 3 = 39	\$ 139.00	\$ 5,421.00
6C	SUMP, 12 DEEP, EPOXY LINE - EPOXY LINE THE SANITARY AND INDUSTRIAL SUMPS (12 FEET DEEP) PER SPEC SECTION 33-30-80, PARAGRAPH 2.2 EPOXY LINING SYSTEM.  one hundred eighteen thousand six hundred eight dollars  and _____ no _____ cents  (\$19,768) per sump	EA	6	\$ 19,768.00	\$ 118,608.00

**CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES**

**CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD**

**DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765**

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
7C	<p>SUMP, 7' DEEP, EPOXY LINE - EPOXY LINE THE FOOTING SUMPS (7 FEET DEEP) PER SPEC SECTION 33-30-80 PARAGRAPH 2.2 EPOXY LINING SYSTEM.</p> <p>sixty five thousand seven hundred eighty five dollars</p> <p>and _____ no _____ cents</p> <p>(\$13,157) per sump</p>	EA	5	\$ 13,157.00	\$ 65,785.00
8C	<p>SUMP, JANITOR'S CLOSET, EPOXY LINE - EPOXY LINE THE JANITOR'S CLOSET SUMPS (3 FEET DEEP) PER SPEC SECTION 33-30-80 PARAGRAPH 2.2 EPOXY LINING SYSTEM.</p> <p>thirteen thousand eight hundred eighty four dollars</p> <p>and _____ no _____ cents</p> <p>(\$6,942) per sump</p>	EA	2	\$ 6,942.00	\$ 13,884.00
9C	<p>SUMP, DYE TRACE - INSERT DYE OR OTHER TRACING MATERIAL INTO FOOTING SUMPS AND DETERMINE LOCATION OF OUTFLOW.</p> <p>sixty five thousand three hundred eighty five dollars</p> <p>and _____ no _____ cents</p> <p>(\$13,077) per sump</p>	EA	5	\$ 13,077.00	\$ 65,385.00

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

Item No.	Description and Price	Unit	Estimated Quantity	Unit Rate	Item Total
10C	<p>NEW SUMP BASE - POUR NEW 4" THICK BY 48" ROUND SUMP BASE. REFER TO SPEC 33-30-80 2.4, PATCHING REPAIRS C, HYDRAULIC CEMENT, AND DETAIL 5, SHEET M501</p> <p>twenty five thousand seven hundred eighty five dollars</p> <p>and no cents</p> <p>(\$8,595) per sump</p>	EA	3	\$ 8,595.00	\$ 25,785.00
11C	<p>CRACK FILLER - APPLY HYDRAULIC CEMENT CRACK FILLER ON ALL CRACKS 1/4" OR MORE DEEP. REFER TO SPEC 33-30-80, 2.4, C HYDRAULIC CEMENT AND 3.2, COVERAGE A-D</p> <p>seven thousand dollars</p> <p>and no cents</p> <p>(\$10) per lineal foot</p>	LF	700	\$ 10.00	\$ 7,000.00
12C	<p>RUNG REMOVAL, FILL HOLES - REMOVE RUNG AND FILL (2) HOLES WITH HYDRAULIC CEMENT. REFER TO SPEC 33-30-80, 2.4, C, HYDRAULIC CEMENT AND 3.2 COVERAGE A-D</p> <p>seven hundred eighty dollars</p> <p>and no cents</p> <p>(\$65) per rung</p>	EA	12	\$ 65.00	\$ 780.00

**CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES**

**CONCOURSE B SEWER REPAIRS  
8900 PENA BLVD**

**DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765**

Item No.	Description and Price	Unit	Estimated Quantity	Unit Rate	Item Total
13C	<p>RUNG REMOVAL, GRIND DOWN - REMOVE RUNG AND GRIND METAL AT ATTACHMENT POINT FLUSH WITH THE SUMP SIDE.</p> <p style="text-align: right;">seven hundred eighty dollars</p> <p style="text-align: right;">and _____ no _____ cents</p> <p style="text-align: right;">(\$65) per rung</p>	EA	12	\$ 65.00	\$ 780.00

**SUBTOTAL ITEMS (1-13) \$ 2,077,105.00**

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENNA BLVD  
MISCELLANEOUS ITEMS

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

Item No.	Description and Price	Unit	Quantity	Unit Rate	Item Total
14C	<p><u>MOBILIZATION</u></p> <p>two hundred twenty four thousand three hundred fifty three dollars and _____ no _____ cents (\$224,353) per lump sum</p>	LS	1	\$ 224,353.00	\$ 224,353.00
15C	<p><u>TRAFFIC CONTROL</u></p> <p>five thousand eight hundred eight dollars and _____ no _____ cents (\$5,808) per lump sum</p>	LS	1	\$ 5,808.00	\$ 5,808.00
16C	<p><u>WASTEWATER FLOW MANAGEMENT</u></p> <p>thirteen thousand five hundred ninety nine dollars and _____ no _____ cents (\$13,599) per lump sum</p>	LS	1	\$ 13,599.00	\$ 13,599.00

CONTRACT SPECIFICATIONS  
SCHEDULE OF PRICES AND QUANTITIES

CONCOURSE B SEWER REPAIRS  
8900 PENNA BLVD

DENVER INTERNATIONAL AIRPORT  
CONSTRUCTION CONTRACT: 201950765

17C	SECURITY GUARD ALLOCATION - Allowance  six thousand two hundred forty dollars and _____ no _____ cents (\$6,240) per lump sum	LS	1	\$ 6,240.00	\$ 6,240.00
18C	PERMITTING - NO MARKUPS  eleven thousand seven hundred ninety dollars and _____ no _____ cents (\$11,790) per lump sum	LS	1	\$ 11,790.00	\$ 11,790.00
SUBTOTAL ALL MISCELLANEOUS ITEMS (14-18)				\$ 261,790.00	\$ 261,790.00
SUBTOTAL ALL ITEMS (1-18)				\$ 2,338,895.00	\$ 2,338,895.00
19C	TEXTURA AND USER FEE (IF APPLICABLE)  seven thousand dollars and _____ no _____ cents (\$7,000) per lump sum	LS	1	\$ 7,000.00	\$ 7,000.00
TOTAL ALL ITEMS (1-19)				\$ 2,345,895.00	\$ 2,345,895.00

**DENVER INTERNATIONAL AIRPORT**

**Concourse B & C Sewer Repairs  
Contract No. 201950765**

**Bid Data Forms  
INFORMATION ABOUT CONTRACTOR**

- 1. Name of Bidder/Contractor: PCL Construction Services, Inc.
- 2. Type of business entity: General Contractor

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 - General Buildings | Unoccupied; 2B - General Buildings | Occupied; 1A - Heavy Civil

Monetary Limit: \$50,000,000 per category

- 4. Address of Contractor: 2000 S. Colorado Blvd  
Denver, CO 80222

Telephone: 303-365-6500

Fax: 303-365-6590

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

- 5. Established where and when: Colorado 1984

- 6. Contractor's Banks: UMB Bank, John Mastro

1670 Boradway, Denver, CO 303-839-2236

- 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 Denver Contractor License if it has obtained one:

License No.: 10664

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: Fidelity and Deposit Company of Maryland, Travelers Casualty and Surety Company of America and Federal Insurance Company

11. Surety's State of Incorporation: Maryland

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

13. Name and address of person to receive payments:  
Katherine L. West, Secretary/Treasurer  
2000 S. Colorado BLVD., Ste 2-500  
Denver, CO 80222  
\_\_\_\_\_

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:

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Not Applicable

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Bidder PCL Construction Services Inc.

**DENVER INTERNATIONAL AIRPORT**

**Concourse B & C Sewer Repairs  
Contract No. 201950765**

**Bid Data Forms**

**LIST OF PROPOSED SUBCONTRACTORS WHICH  
ARE NOT M/WBE SUBCONTRACTORS**

Bidder shall list below the name, business address, work assignment and dollar value of each subcontractor that is not a M/WBE subcontractor which 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 of the Bidder's total bid. Only one 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 shall also be listed on the "List of Proposed Subcontractors" attached to these Bid Forms.

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 of the total bid amount until the Contractor has advised the SVP-AIM in writing of the reasons why the subcontractor was not listed in the bid 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 Contractor agrees not to subcontract any of the work assignment identified for that subcontractor until the Contractor has advised the SVP-AIM in writing of the reasons why a different subcontractor is being used and has obtained approval of the SVP-AIM of the substitution. This requirement does not affect the applicability of 502.

<b>Subcontractor</b>	<b>Work Assignment</b>	<b>Subcontract Dollar Value</b>
NAME: <u>See next page</u> ADDRESS: _____ PHONE: _____		

Subcontractor	Work Assignment	Subcontract Dollar Value
NAME: <u>  Trautman &amp; Shreve  </u> ADDRESS: <u>  4406 Race St.  </u> <u>  Denver, CO 80216  </u> PHONE: <u>  303-295-1414  </u>	Plumbing, pumps, piping	1,674,258
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		

(This page can be duplicated if additional sheets are required.)

**EEO QUESTIONNAIRE**  
**Contract No.: 201950765**

1. Name of Business: PCL Construction Services, Inc
2. Address: 2000 S. Colorado Blvd, Ste 2-500
3. City, State, Zip Code: Denver, CO 80222
4. Telephone Number: ( 303 ) 365-6500
5. Name and title of your firm's EEO Contact: Kelli Kelly
6. Are you an affiliate or a subsidiary of another business organization (branches, etc.)?  
 Yes  No
7. Type of business you are engaged in: General Construction
8. Does the organization have a procedure for resolving discrimination complaints?  
 Yes  No
9. Has your firm been charged with discrimination within the past eighteen (18) months?  
 Yes  No
10. Is your firm required to submit an EEO-1 annually to the EEOC?  
 Yes  No
11. Are you now working or have you worked on a City and County of Denver contract during the past twelve (12) months?  Yes  No  
 If yes, complete the following information:

<u>Type of Contract</u>	<u>Contract Number</u>	<u>Total Cost of Each Contract</u>
<u>Northfield Fire Station 39</u>	<u>201842009</u>	<u>\$5,288,352.00</u>
<u>Re-Imagine Play at Paco Sanchez</u>	<u>201735349-00</u>	<u>\$9,517,066.00</u>
<u>DEN On Call General Construction</u>	<u>201735074</u>	<u>\$15,000,000.00</u>
<u> </u>	<u> </u>	<u> </u>

(You may use additional sheets if necessary)

(Page 1 of 2 pages)

**PROJECTION OF ANTICIPATED WORKFORCE**  
**Contract No. 201950765**

12. List the number of anticipated new employees needed by the contractor to perform this contract by trade/craft positions.

**ANTICIPATED NUMBER OF NEW EMPLOYEES FOR THIS CONTRACT**

Trade Craft	Estimated Total Manpower	Estimated Total Hours	Number of Employees Minority/Female	Total Estimated Employees Minority/Female
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

13. What is the anticipated number of employees from the apparent low bidder's current work force to be utilized to perform this contract? \_\_\_\_\_

14. Estimate manpower utilization for the project below:

**ESTIMATE OF MANPOWER UTILIZATION**

Trade Craft	Estimated Total Manpower	Estimated Total Hours	Number of Employees Minority/Female	Total Estimated Employees Minority/Female
1	1	992	Minority	1
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

15. Will the estimated total manpower (anticipated new hires and current staff to be utilized on this contract) meet the City's minority employment and female employment goals?

Yes  No

(Page 2 of 2 pages)

Bidder PCL Construction Services, Inc.

**DENVER INTERNATIONAL AIRPORT**

**Concourse B & C Sewer Repairs  
Contract No. 201950765**

**Bid Data Forms  
EQUAL OPPORTUNITY REPORT STATEMENT**

Each Bidder shall complete and sign the Equal Opportunity Report Statement. A Bid may be considered unresponsive and may be rejected, in the Owner'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 CFR 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 CFR 60-1.40 and 41 CFR 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 or more employees.

Dated: September 27, 2019

PCL Construction Services, Inc.  
(Name of Bidder)

By: Nick Strunc

Bidder PCL Construction Services Title: General Contractor

**DENVER INTERNATIONAL AIRPORT**

**Concourse B & C Sewer Repairs  
Contract No. 201950765**

**Bid Data Forms**

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

The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The 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 \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

DATED: 09/27/2019

PCL Construction Services  
(Name of Bidder)

By: Nick Strunc

Title: Project Manager



Reference #	12424395
Status	Complete
Business Email Address	hrharper@pcl.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation.	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	Concourse B & C Sewer Repairs
Solicitation No. (Check Below if Not Applicable)	201732415
Name of Your Company	PCL Construction Services, Inc.
What Industry is Your Business?	Construction/Landscape/Maintenance Services
Address	2000 S. Colorado Blvd, Ste 2-500
City	Denver
State	Colorado
Zip Code	80222
Business Phone Number	303-365-6500
Business Facsimile Number	303-365-6590
1. How many employees does your company employ?	Over 100
Number of Full Time:	150
Number of Part Time:	0
2. Do you have a Diversity and Inclusiveness Program?	Yes
2.1. Employment and retention?	Yes

2.2. Procurement and supply chain activities? Yes

---

2.3. Customer Service? Yes

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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)

Overview:

PCL values diversity in our clients, projects, workforce, and business partners. We recognize that inclusive practices within our workforce and business partnerships position PCL to advance and sustain our position as a world-class builder by leveraging diverse talent and expertise, backgrounds, and perspectives. Across our organization, our business units employ best practices to meet the diversity and inclusion objectives of PCL, as well as of the clients and communities we serve.

Diversity and Inclusion practices align with the core values and guiding principles of the company, and have been underway for a number of years. PCL's diversity and inclusion programs, practices, and training are implemented and executed by the company's US Director of Diversity and Inclusion with oversight by our executive leadership team.

Corporate Diversity & Inclusion Statement:

At PCL, we've always known that people are our greatest asset. Construction is a complicated business and our success requires the skills and efforts of a diverse group of people, engaged in a wide variety of activities. Our 100-plus-year tradition of construction excellence is attributable in large part to the efforts of men and women of different cultures, backgrounds, and beliefs.

PCL values the additional perspectives, solutions, and ideas that come from a diverse workforce. We recognize that these factors allow us to better achieve company objectives and meet the needs of our customers.

We are committed to being a leader in the recruitment, development and advancement of a diverse workforce that is representative of the communities in which we work.

PCL companies are committed to supporting small business enterprises and business enterprises owned by persons who historically have been disadvantaged in our society.

We support community based organizations that provide education, training and career assistance to diverse groups of people, including disadvantaged persons.

PCL companies are equal opportunity employers and will not discriminate against any applicant, employee, vendor or business partner because of race, religion, color, sex, sexual orientation, physical or mental disability, age, ancestry, place of origin, national origin, marital status, family status or veteran status.

What binds us all together, regardless of jobs or personal characteristics, is a shared set of core values – honesty, integrity, respect, passion, and the development of a dynamic culture where everyone can learn, teach, improve and add value for our customers.

Corporate Employee Diversity Program – Key Initiatives:

Our employee diversity programs address recruitment, engagement, advancement, and retention of diverse individuals, as well as veterans and service members. Under the leadership of PCL's Director of Diversity and Inclusion, we continue to advance our strategies and efforts to promote workplace diversity to meet industry and organizational demands. Current efforts include:

Recruitment

Partnering and sponsoring diverse student and professional industry organizations to engage diverse potential candidates

Targeting and attending diversity-focused career fairs to increase pool of qualified diverse candidates

Leveraging our social media presence (LinkedIn, Twitter, Facebook, etc.) to share events and key messages that reflect our diversity and inclusion objectives

Encouraging women and diverse employees to provide referrals of other qualified candidates interested in pursuing a career at PCL

Supporting organizations focused on providing STEM and

construction education and career opportunities to girls and historically under-represented youth

#### Internal Engagement

Targeted programming designed to promote and increase diverse representation at all levels of the company (Women's Leadership Summit, Diversity in Golfing initiative, Veteran Engagement Task Force)

Development of a central internal webpage providing access to diversity-focused education, awareness, and resource materials

Conducting internal campaigns such as Women in Construction Week (Aligned with the National Association of Women in Construction's March celebration) to spotlight the contributions and career achievements made by women of PCL

Promotion of employee involvement in volunteer opportunities in community organizations and events focused on education, training, and support of women, diverse individuals, and veterans/service members

#### Advancement/Retention

Modification of the company's internal professional/leadership development program to a more inclusive model. The PCL Leadership Academy has recently transitioned into a self-nominating program that is accessible to all eligible employees interested in participating (and not limited only to those nominated by management).

Ongoing development of employee mentoring and sponsorship programming to increase visibility, access, and advancement opportunities to women, diverse individuals, and veterans/service members employed by PCL

Consistent assessment of corporate climate and employee engagement through periodic formal companywide engagement surveys

Integration of diversity and inclusion themes into new and existing training and leadership development curriculum

The targeted budget for 2019 for diversity and inclusion initiatives, education, industry organization memberships, and contributions was \$85,000. A comparable budget has been proposed for 2020.

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)

- Employee Training
- Public EEO Postings
- Other (Periodic publication in weekly corporate email and intranet, initiatives and campaigns)

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

Other (Upon hire, and as part of a rotating corporate training/professional development schedule)

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

51-75%

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)

PCL Supplier Diversity Statement

PCL values diversity in our clients, workforce, and partners. We consistently seek relationships with suppliers and subcontractors that advance our efforts to deliver exceptional services and performance to our clients. In addition, we strive to form strong bonds within the communities where we work and live.

PCL staff involved in purchasing and subcontracting are encouraged to identify and include diverse suppliers and subcontractors in the procurement process. Our goal is to promote inclusive practices that provide maximum opportunity to all companies that meet our purchasing and contracting standards, while:

Increasing our pool of small, minority, and woman-owned business partners, while maintaining current standards of safety, quality, competitive pricing, and project delivery

Ensuring that small, minority, and woman-owned businesses are treated fairly during the procurement process

Helping small and diverse businesses understand PCL's supplier/subcontractor related policies and procedures

Encouraging small and diverse businesses to become certified through the appropriate regional, national, and industry organizations

Supplier diversity classifications include:  
Small/Disadvantaged, Small, Minority, Women, Veteran, Service-Disabled Veteran, Historically Underutilized Business Zone, Nonprofits, Alaskan Native Corporations/Indian Tribes, LGBT, Physically challenged or disabled, and other protected groups.

#### Supplier Diversity Activities

Our supplier diversity engagement efforts include outreach, subcontractor mentorship and development, and procurement processes designed to maximize small/diverse company participation. As a company, we are committed to supporting diverse, historically underutilized, and disadvantaged business enterprises. In addition, we support community based organizations that provide education, training and assistance to diverse individuals and businesses.

#### Outreach/Engagement:

PCL understands the importance of providing access to opportunities through outreach to small and diverse businesses. Our outreach efforts include:

Frequent communications via multiple channels to provide businesses with information on outreach activities and subcontracting opportunities

Large- and small-scale outreach events to build relationships with local small/diverse businesses and provide guidance on PCL prequalification and solicitation processes

Vendor Database - Small and diverse businesses are

encouraged to register in our Supplier Database to alert us of their interest in pursuing business/opportunities with PCL and provide basic information that assists us in soliciting bids.

Membership/participation in local small and diverse business organizations

Subcontractor mentorship and development: We are committed to the success of our small/diverse business partners and seek opportunities to provide mentoring and guidance on industry best practices in safety, quality, and project execution.

Procurement processes to maximize small/diverse company participation:

Packaging break-down to identify opportunities that match capabilities within the community

Maintaining a directory of resources to serve as a reference point for firms seeking assistance and support services

Facilitating relationships and opportunities between subcontractors and for small businesses through networking and referrals

Pre-bid screening to identify insurance, liability claims, safety histories, and financial issues that have the potential of impacting bid participation and performance

In addition to our external engagement efforts, we employ a number of streamlined processes designed to ensure small business success, including:

Subcontractor Default Insurance

Electronic payment system for expedited payments

Periodic check-ins with small/diverse business partners to ensure early identification and resolution of issues that may arise

Annual budget expenditures for procurement and supplier diversity and inclusiveness are based on project and pursuit load, but average

approximately \$25,000 per year. Supplier diversity budgets are allocated based on anticipated expenditures for large and small scale outreach events, diverse business organization membership dues, and other engagement activities (such as sponsored workshops).

7. Do you have a diversity and inclusiveness committee?

Yes

7.1 If Yes, how often does it meet?

Other (Yes, PCL has a US Diversity Taskforce, made up of representatives from each business unit. PCL's current Director of Diversity and inclusion provides guidance and oversight over district and corporate level efforts; and is in the process of reassessing th)

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

Yes

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

No

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

Check Here if the Above Statement is True.

Name of Person Completing Form

Sarah Schlosser

Today's Date

09-25-2019

Last Update

2019-09-25 13:35:16

Start Time

2019-09-25 13:27:48

Finish Time

2019-09-25 13:35:16

IP

4.14.118.194

Browser

IE

OS

Windows



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://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. <b>PCL Construction Services, Inc</b>	
2 Business name/disregarded entity name, if different from above	
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 checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>2000 S. Colorado Blvd., 2-500</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Denver, CO 80222</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

<b>Social security number</b>													
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8	4	-	0	9	5	7	5	5	2				

### 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>7/5/2019</u>
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### 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](http://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 amounts 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.*

**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 person 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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)(f)
- 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>

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 <sup>4</sup>
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

<sup>1</sup> 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.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.  
<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.

# 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.**



**DENVER**  
OFFICE OF ECONOMIC  
DEVELOPMENT

Office of Economic Development  
Division of Small Business Opportunity  
Denver International Airport  
Jeppesen Terminal, Level 6, West  
8500 Pena Blvd  
Denver, CO 80249  
Phone: 303-342-2180  
DSBO@flydenver.com

## COMMITMENT TO MWBE PARTICIPATION

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


The Bidder/Proposer is committed to the minimum 25 % **MWBE** utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:  
**Hard Bids: Three (3)** business days after the bid opening.  
**Request for Proposals/Qualifications:** With the proposal when due.  
**Compliance Plans:** With each task/work order

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

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

Bidder/Proposer (Name of Firm): PCL Construction Services, Inc

Firm's Representative (Please print): Nick Strunc

Signature (Firm's Representative): 

Title: Project Manager

Address: 2000 S. Colorado Blvd, Ste 5-200

City: Denver

State: CO

Zip: 80222

Phone: 303-365-6500

Fax:

Email: njstrunc@pcl.com

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



**DENVER**  
THE MILE HIGH CITY

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

Office of Economic Development  
Division of Small Business Opportunity  
Denver International Airport  
Jeppesen Terminal, Level 6, West  
8500 Pena Blvd  
Denver, CO 80249  
Phone: 303-342-2180  
EMAIL: [DSBO@flydenver.com](mailto:DSBO@flydenver.com)

**City and County of Denver Contract No.:** 201732415

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

Address: 2000 S. Colorado Blvd, Ste 5-200		Contact Person: Nick Struc	
Type of Service: General Contractor	Dollar Amount: \$: 7,244,653	Percent of Project: 25%	

**M/WBE Prime Proposer**

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

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

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

Business Name: St Andrews Construction Services Inc			
Address: 12520 First Street		Type of Service: Electrical	
Contact Person: Casey Snow		Dollar Amount: \$: 355,800.00	Percent of Project: 4%

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

Business Name: DRC			
Address: 4100 Rio Grande Ave		Type of Service: Waterproofing	
Contact Person: Patrick Carroll		Dollar Amount: \$: 674,215.00	Percent of Project: 9%

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

Business Name: JCOR Mechanical			
Address: 15800 W 5th Ave		Type of Service: Sub-tier Mechanical	
Contact Person: Cody Overstreet		Dollar Amount: \$: 2,433,500.00	Percent of Project: 33%

Subcontractors, Suppliers Manufacturers or Brokers (check one box)							
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)



**DENVER INTERNATIONAL AIRPORT  
Concourse B & C Sewer Repairs  
Contract No. 201950765**

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS

THAT PCL Construction Services, Inc. as Principal, and Fidelity and Deposit Company of Maryland, 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 \_\_\_\_\_ 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. 201950765, Concourse B & C Sewer Repairs, 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.

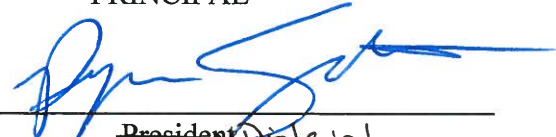
[END OF PAGE]

Signed, sealed and delivered this 27th day of September, 2019

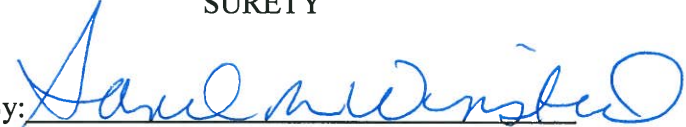
Attest:

  
\_\_\_\_\_  
Secretary  
[SEAL if bidder a corporation]

PCL Construction Services, Inc.  
\_\_\_\_\_  
PRINCIPAL

By:   
\_\_\_\_\_  
~~President~~ District manager

Fidelity and Deposit Company of Maryland  
\_\_\_\_\_  
SURETY

By:   
\_\_\_\_\_  
Attorney-in-Fact, Sandra M. Winsted

(ATTACH POWER OF ATTORNEY)

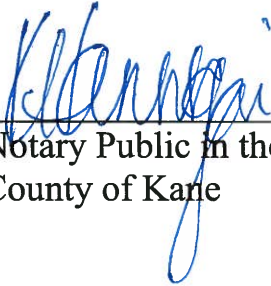
Power of Attorney shall be certified as to the date of bid.

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF KANE

On this 27<sup>th</sup> day of September, 2019 before me, K. Hannigan, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Kane



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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. McTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Jessica B. DEMPSEY and Christina L. SANDOVAL, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28<sup>th</sup> day of January, A.D. 2019.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 28th day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27 day of September 2019.



Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577